Tuesday, April 16, 2024	**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 Item #31, at the request of the Administration as follows:**

31. **2024-1142** Adopt a Resolution authorizing application for a loan through the Drinking Water Systems Improvements Revolving Loan Fund Program for Phase III of the Water Plant 1 Rehabilitation Project and naming the Mayor as the authorized representative of the City.

POLICY AGENDA

1. **2024-87** Approve the minutes for the April 1 & 2, 2024 meetings of the City Council.

2. **2024-101** Approve a preliminary plat for a Major Subdivision as an extension of The Cottages of Turtle Creek, located on Methodist Boulevard in Lamar County, requested by Dennis Pierce, owner. The extension will be known as “Cottages at Turtle Creek: Phase IV” (Ward 3).

3. **2024-17** Take from the table; Adopt an Ordinance request to rezone properties made by Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner. The request is to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3 in Ward 2, Forrest County. The Planning Commission recommended approval on December 20th, 2023.

5. **2024-1118** Approve or Deny a petition filed by Tina Bruce, representative and owner, to request a conditional use request for a "Group Care Facility" for a property located at 1306 Hardy St, (Ward 4) the Planning Commission recommended approval.

6. **2024-1121** Adopt an Ordinance for the petition filed by William Carey University, Applicant, Kevin P. Lewis, architect and Robert Blevins, representative to rezone properties located at 1506 and 1508 ½ Cherry St from R-2 (Two-family residential) to R-3

(Multi-family residential). (Ward 2). The Planning Commission recommended to approve.

7. **2024-1122** Adopt an Ordinance; request to rezone property by William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, for a property located at 1412 Cherry St from R-2 (Two-family residential) to R-3 (Multi-family residential), (Ward 2). Planning Commission recommended to approve.

8. **2024-1123** Adopt an Ordinance; request to rezone property by William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning for a property located at 1406 Cherry St from R-2 (Two-family residential) to R-3 (Multi-family residential), (Ward 2). Planning Commission recommended to approve.

9. **2024-1125** Adopt an Ordinance; request to rezone property by William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning a property located at the intersection of Franklin Street and Magnolia Avenue from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential), (Ward 2). Planning Commission recommended to approve.

10. **2024-1129** Adopt an Ordinance; request to rezone property by William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning for a properties located at the intersection of Cherry Avenue and Tuscan Ave from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential), (Ward 2).

11. **2024-112** Adopt an Ordinance amending Section 2 of Ordinance No. 3210, adopted February 21, 2017; and amending Ordinance No. 3148, adopted December 16, 2014; and amending Ordinance No. 2103, adopted February 8, 1983; to amend the regulations for possession or consumption of alcoholic beverages, beer, or light wine in certain places to include Tatum Park Soccer Complex for Hattiesburg FC Thunder USL2 Pre-Professional Soccer League matches during May, June, July and August.

12. **2024-91** Adopt No Protest/Bond and Sales Parameter Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi authorizing the issuance of a general obligation bond of the City, in one or more series, in a total aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000) as described in this Resolution; to raise money for the purpose of providing capital projects as described in this resolution; directing the preparation, execution and delivery thereof; authorizing the sale of said bond, in one or more series, to the Mississippi Development Bank and the sale of the not to exceed $7,500,000 Mississippi Development Banks Special Obligation Bonds, Series 2024 (CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT), in one or more series; and for related purposes.

13. 2024-100 Adopt Resolution declaring property identified as Forrest County Parcel PPIN 25271 necessary for public use as part of the FEMA Hazard Mitigation Grant Program (HMGP) Project DR-4429-0014-R, establishing just compensation and authorizing the Mayor to make a fair market value offer to Mickey G. and Brenda G. Allen and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and authorize issuance of manual check.

14. 2024-85 Acknowledge receipt of closing documents for the Water Plant #1 Rehabilitation Phase 1 Project; Authorize Advertisement of Final Settlement; Authorize Final Acceptance of the project, and payment of Final Pay Application to the Contractor.

15. 2024-84 Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

16. 2024-104 Approve Change Order #2 with R & J Construction, Inc. for the Hall Avenue East project to add time to the contract with no change to the total contract amount of $13,963,133.93, and authorize the Mayor to execute in multiples.

17. 2024-88 Approve Agreement between City of Hattiesburg and Powers of Mississippi to provide professional preventive maintenance and inspection services related to the building automation and controls system at the Hattiesburg Police Safety Complex, and authorize the Mayor to execute the same.

18. 2024-90 Approve Agreement between City of Hattiesburg and Downtown Hattiesburg Association (DHA), a designated Mississippi Main Street Association (MMSA) member to provide operational support for Downtown Hattiesburg Association's partnered events; authorize manual check and the Mayor to execute the same.

19. 2024-89 Approve Agreement between the City of Hattiesburg and the YMCA of Southeast Mississippi to organize and manage the Summer Aquatics Program at City pools and authorize the Mayor to execute the same.

20. 2024-59 Approve and authorize Mayor to execute the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of $75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day." The grant requires the city to provide $25,000 in matching funds.

21. 2024-111 Approve agreement between City of Hattiesburg and Complete Environmental & Remediation Co., LLC; for the 2024 Household Hazardous Waste Event, Saturday, May 4, 2024, to provide labor and equipment to transport and dispose of all household hazardous waste collected from the event.

22. 2024-109 Approve Maintenance Agreement with Business Information Systems, Inc., for DCR, digital recording system in the Council Chambers at an annual rate of $925.00 and authorize the Mayor to execute the same.

23. 2024-1148 Approve a Sponsorship Agreement between the City of Hattiesburg and JTR Productions, INC for advertisement sponsorship, in accordance with Mississippi 17-3-1, for an amount not to exceed $7,500.00 and authorize manual check for the same.

24. 2024-58 Approve Engagement of Local Impact Analytics in the submission of the Chain Municipal Airport Terminal Expansion Project-DCIP grant, as per attached scope.

25. 2024-34 Approve Engagement of Local Impact Analytics in the submission of the CRISI FY23-24 grant, as per attached scope.

26. 2024-69 Approve and authorize the Hattiesburg Police Department to apply for the Firehouse Subs Public Safety Foundation Grant in the amount of $20,000.00 to fund the purchase of an all-terrain vehicle.

27. 2024-22 Approve and declare the purchase of Stalker Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase as provided for in Section 31-7-13(viii), of the Mississippi Code of 1972, based on information in the attached letters.

28. 2024-115 Ratify and confirm the Mayor's re-appointment of Eddie Holloway to the Hattiesburg Public School Board for a term effective March 1, 2024, and ending February 28, 2029.

29. 2024-116 Adopt Resolution determining waiver valuation and just compensation for certain real property with low fair market value to be acquired in connection with the COMSWIP Sewer Improvements – Phase IX Project.

30. 2024-117 Adopt Resolution Authorizing City Attorney to initiate eminent domain proceedings to acquire certain real property requires in connection with NRCS EWPP Project No. 5306.

ROUTINE AGENDA

1. 2024-108 Acknowledge bids received on March 28, 2024, for Ditch and Herbicide Spraying and accept the bid of Chem Pro Services.

2. 2024-113 Acknowledge bids received on April 4, 2024, for one(1) or more 28 cubic yard Grapple Truck for the Public Works Department and accept the bid of Sansom Equipment as the best and lowest bid.

3. **2024-114** Acknowledge bids received on April 4, 2024, for one (1) or more 24 yard automated side loading refuse collection garbage truck for the Public Works Department and accept the bid of Sansom Equipment as the best and lowest bid.

4. **2024-107** Acknowledge no proposals were received on April 4, 2024, for the Non-Congregate Shelter: Property Acquisition/ Rehabilitation and authorize re-advertisement of same.

5. **2024-105** Approve the 2022 Consolidated Annual Performance Evaluation Report (CAPER) for the City of Hattiesburg and authorize submission to the US Department of Housing and Urban Development

6. **2024-83** Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.

7. **2024-110** Approve claims docket for the period ending April 12, 2024.

In Memoriam:

- Mrs. Vickie Burkett
- Mr. Michael Hinkson
- Mr. Mike Pickett

Meeting Adjourn

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Adopt a Resolution authorizing application for a loan through the Drinking Water Systems Improvements Revolving Loan Fund Program for Phase III of the Water Plant 1 Rehabilitation Project and naming the Mayor as the authorized representative of the City.**
File Number: 2024-1142
Minute Book #

Summary
Adopt a Resolution authorizing application for a loan through the Drinking Water Systems Improvements Revolving Loan Fund Program for Phase III of the Water Plant 1 Rehabilitation Project and naming the Mayor as the authorized representative of the City.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

RESOLUTION
NAMING AUTHORIZED REPRESENTATIVE AND
AUTHORIZING THE LOAN APPLICATION

RESOLUTION AUTHORIZING THE MAYOR/PRESIDENT TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING Toby Barker, Mayor AS THE AUTHORIZED REPRESENTATIVE FOR City of Hattiesburg.

WHEREAS, the City of Hattiesburg is making application for a Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan from the Local Governments and Rural Water Systems Improvements Board; and

WHEREAS, in order to apply for such a loan, the City of Hattiesburg must submit a DWSIRLF Loan application package in compliance with DWSIRLF Program Regulations; and

WHEREAS, such regulations require that the City of Hattiesburg provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI:

SECTION 1: That the submission of a DWSIRLF Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement DWSIRLF Loan Program project DWI- L180008.

SECTION 2: That Shows, Dearman and Waits, Inc., is authorized to execute and file an application for a DWSIRLF loan on behalf of the City of Hattiesburg with full authority to execute all documents pertaining to the project.

SECTION 3: That Toby Barker, Mayor is hereby designated to be the authorized representative of the project.

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 _____ day of _____, 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2024.

ATTEST: **APPROVED:**

_____ _____
CITY CLERK MAYOR

LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD
DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND
APPLICATION

1. LOAN NUMBER

DWI- L180008

2. LOAN APPLICANT'S FISCAL YEAR (Month to Month)
October– September

3. LOAN APPLICANT (Name, Address, Telephone Number)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403-1898

4. PROJECT DESCRIPTION

Rehabilitation of Water Plant No. 1, Phase 3

5. AGREEMENT

The City of Hattiesburg (Loan Applicant) hereby applies for a Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan in the amount of $ 1,140,804.00 and agrees to comply with the DWSIRLF Program Regulations and all applicable State and Federal laws. I certify that all costs requested for loan award and payment under this DWSIRLF loan have not been, and will not be, also requested or received from other State or Federal agency sources.

SIGN HERE

_____
Authorized Project Representative (Signature) Date: _____

Printed Name: Toby Barker, Mayor

6. PROJECT COST BREAKDOWN

ITEM	TOTAL PROJECT COST	LOAN ELIGIBLE REQUESTED*	LOAN AMOUNT COST
Construction	$ 905,400.00	$ 905,400.00	$ 905,400.00
Equipment	$	$	$
Supplies	$	$	$
Testing	$	$	$
Contingency	$ 90,540.00	$ 90,540.00	$ 90,540.00
Land, Easements, Rights-of-Way	$	$	$
Allowance for Facilities Planning & Design	$ 81,846.00	$ 81,846.00	$ 81,846.00
Allowance for Construction Phase Professional Services	$ 63,378.00	$ 63,378.00	$ 63,378.00
Subtotal	$ 1,140,804.00	$ 1,140,804.00	$ 1,140,804.00
DWSIRLF Administrative Fee	$	$	$
Total	$	$	$ 1,140,804.00

***Do not include costs that have been, or will be, also requested or received from other State or Federal agency funding sources.**

7. PROJECT FUNDING SOURCES

FUNDING SOURCE	AMOUNT
DWSIRLF Loan	$ 1,140,804.00
CDBG Grant	$ 0.00
RUS Loan	$ 0.00
RUS Grant	$ 0.00
ARC Grant	$ 0.00
Bond Issue	$ 0.00
Local Funds (Specify)	$ 0.00
Other (Specify)	$ 0.00
Total	$ 1,140,804.00

8. ESTIMATED PROJECT SCHEDULE ACTION	DAYS
Time after loan award needed to submit plans, specifications, and contract documents (all contracts) and related submittals per DWSIRLF Reg. III.D(3)	90
Contract time (longest contract)	150

INSTRUCTIONS FOR THE PROJECT COST BREAKDOWN (BLOCK 6):

1. The "Total Project Cost" column should contain the totals of all costs for each line item of the project. Total project cost includes all costs relating to the project, whether they are eligible or ineligible or whether they will be paid for with DWSIRLF funds or other funds. Calculate a subtotal for the line items.

2. The "Loan Eligible Cost" column should contain the totals of all costs for each line item of the project which have been determined to be eligible by the Mississippi State Department of Health. Do not include any costs that have been, or will be, also requested from other State or Federal agency funding sources or that are not eligible in accordance with the DWSIRLF Program Regulations. Calculate a subtotal for these line items.

3. The "Loan Amount Requested" column should contain the totals of all DWSIRLF eligible costs for each line item for which DWSIRLF funds are being requested. (The Loan Applicant may choose to request less than the entire eligible amount.) Calculate a subtotal for the line items. Add the 5% DWSIRLF Administrative Fee (based on 5% of the subtotal of this column) to reach a total for this column.

INSTRUCTIONS FOR THE PROJECT FUNDING SOURCES (BLOCK 7):

This block should contain a list of all funding sources (including local funds) which will be used to fund the project. The total amount calculated in this block should equal the subtotal amount calculated in Block 7, Column 1, "Total Project Cost."

INSTRUCTIONS FOR THE ESTIMATED PROJECT SCHEDULE (BLOCK 8):

If awarded, the DWSIRLF loan agreement will include a project schedule with which the loan recipient must comply. The schedule will be based on the timeframes supplied in Block 8, an estimated 90 days after submittal of plans, specifications, and contract documents to secure Department approval, and the standard timeframes found in DWSIRLF Reg. III.F.(7), unless justified otherwise.

9. RELATED DOCUMENTS: The following items must be completed and submitted with the loan application form in accordance with DWSIRLF Reg. III.B.2:

A. Items that must be submitted on forms provided by the Department:

1. Procurement Certification on HDWILF74.
2. Loan Applicant's Certification regarding Debarment, Suspension and Other Responsibility Matters on HDWILF88.
3. Construction phase professional service providers' Certification(s) Regarding Debarment, Suspension and Other Responsibility Matters on HDWILF88 (for all professional contracts $25,000 or greater).
4. Financial capability summary (only if requested loan amount is significantly greater than that shown in facilities plan) on HDWILF14, Attachment 1.
5. Legal Certification on HDWILF69.
6. Executed Preaward Compliance Review Report (EPA Form 4700-4).
7. Request for Taxpayer Identification Number and Certification (IRS Form W-9).
8. All applicable waste disposal permit applications (if not previously submitted).

B. Other submittals:

1. Draft user charge system and ordinance/corporate resolution.
2. Detailed cost proposal for planning and design phase professional services (only if the requested Allowance for Facilities Planning and Design exceeds the recommended maximum from DWSIRLF Regulations, Appendix B, Table 1).
3. All proposed or executed contracts for bidding and construction phase professional services (for required contents, see HDWILF44).
4. Detailed cost proposal for bidding and construction phase professional services (only if the requested Allowance for Construction Phase Professional Services exceeds the recommended maximum from DWSIRLF Regulations, Appendix B, Table 2).
5. Copies of all required intergovernmental review (IGR) agency clearances/permits or copies of letters from the appropriate IGR agencies which state that no clearances/permits are required (if not previously submitted).
6. Clearance from the Mississippi Department of Finance and Administration/Office of Policy Development and New Initiatives.
7. Certified copy of a resolution by the loan applicant's governing body which authorizes submission of the application and designates an individual or office as authorized representative.
8. All existing or proposed interlocal agreements. Such agreements must be executed prior to loan offer.
9. Documentation of loan applicant's tax exempt status under federal or state law (only if other than a county, municipality or district).

DWSIRLF Loan Program
PROCUREMENT CERTIFICATION

Loan Applicant: City of Hattiesburg

Loan Number: DWI-L180008

We (the Loan Applicant and the undersigned Legal Counsel) understand that this Procurement Certification (hereinafter "Certification") is a material representation of fact upon which reliance is placed by the Mississippi State Department of Health (hereinafter "MSDH") regarding state financial assistance under Section 41-3-16, Mississippi Code of 1972, as amended (Local Governments and Rural Water Systems Improvements Revolving Loan Program Act) to construct the drinking water system improvements project identified above.

We understand that we shall immediately provide written notice to MSDH if at any time we learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

We certify that we have received, reviewed and understand the state's law regarding procurement as it applies to local governments. We further understand that the Drinking Water Systems Improvements Revolving Loan Fund Program (DWSIRLF) Regulations, Appendix D, require that all loan recipients (including water associations) must comply with State Purchasing Laws as they apply to local governments.

We understand that we must maintain all documents, papers, and records regarding all procurement and that any employee of the MSDH or its designated representatives has a right of access to any such documents, papers and/or record for purposes of review, audit, examination, excerpts, and transcriptions.

We further certify that the Loan Applicant has procured and will procure all professional services (e.g. engineering, observation, architectural, administrative, testing, financial, and legal) required for this project in accordance with state law and regulations as they apply to local governments.

We further certify that all applicable plans, specifications, contract documents, and purchase orders for construction, equipment, materials and supplies for this project, including all subsequent change orders, have been and will be prepared, and all related work has been and will be procured in accordance with state public purchasing law, Section 31-7-1 through 73, Mississippi Code of 1972, as amended, as it applies to local governments.

We understand that MSDH may report violations and/or suspected violations to the appropriate state authorities in accordance with applicable state law and/or as determined appropriate by MSDH.

We understand that if MSDH discovers that any of the procurement requirements were violated or that the Loan Applicant rendered an erroneous Certification, in addition to all other remedies available, the State Health Officer, or his designee, may determine that the related costs are unallowable and may require repayment of all loan funds paid for such costs, in accordance with Section III.H.(6) of the DWSIRLF Program Regulations. We also understand that violations of the state public purchasing laws may subject us to further penalties as described in Sections 31-7-55, 31-7-57 and/or 97-7-10, Mississippi Code of 1972, as amended.

As the Loan Applicant's authorized representative, I certify under penalty of law that I have personally examined and am familiar with the information described herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, believe the submitted information is true, accurate and complete.

SIGN HERE

SIGN HERE

_____	_____
Authorized Representative (Signature)	Legal Counsel (Signature)
Toby Barker, Mayor	_____
Printed Name	Printed Name
_____	_____
Date	Date

HDWILF88
11/25/08

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES

DWSIRLF Loan Number: DWI - L180008

DWSIRLF Loan Recipient: City of Hattiesburg

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under Section 97-7-10, Mississippi Code of 1972, as amended, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Toby Barker, Mayor
Name and Title of Authorized Representative



Signature of Authorized Representative Date

___ I am unable to certify to the above statements. Attached is my explanation for not being able to sign this certification.

Loan Recipient's Name:_____

Telephone Number:_____

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND VIOLATING FACILITIES

DWSIRLF Loan Number: DWI - L180008

DWSIRLF Loan Recipient: City of Hattiesburg

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal or State department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with the commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U. S. C. ' 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

Nicholas M. Connolly, P.E., P.L.S.
Name and Title of Registered Engineer

Signature of Registered Engineer

3-6-2024
Date

_____ I am unable to certify to the above statements. Attached is my explanation for why I am unable to sign this certification.

Registered Engineer's Name: Nicholas Connolly, PE, PLS

Telephone Number: 601-544-1821

FINANCIAL CAPABILITY SUMMARY

Loan Recipient City of Hattiesburg Date March 2024
Project Description: Water Plant #1, Phase 3

1. Estimated Construction Costs (See DWSIRLF Regulations. Appendices A and B for allowable cost information.)

	Total	Eligible
Consolidation	$	$
Supply	$	$
Treatment	$	$
Storage	$	$
Equipment and Supplies	$ 905,400.00	$
Land Acquisitions	$	$
Planning & Design Phase Services	$ 81,486.00	$
Construction Phase Services	$ 63,378.00	$
Construction Contingency	$ 90,540.00	$
Other (Testing)	$	$
Subtotal	$ 1,140,804.00	$
DWSIRLF Administrative Fee	$	$
a. Total	$ 1,140,804.00	$

2. Estimated Annual Operation, Maintenance and Replacement (OM&R) Costs

Labor	$ 2,303,100	Miscellaneous	$ 1,801,750
Utilities	$ 713,000	a. Annual OM&R (new facilities)	$ 0
Materials	$ 396,260	b. Existing OM&R (carried over)	$ 8,200,200
Outside Services	$ 2,831,090	c. Total OM&R	$ 8,200,200
Equipment Replacement	$ 155,000		

3. Funding Sources

Total Construction Costs (from 1.a)	$ 1,140,804.00
(-)DWSIRLF funding	$ 1,140,804.00
(-) Grants	$ 0.00
(-) Other Loans	$ 0.00
(-) Bonds	$ 0.00
(-) Other	$ 0.00

4. Long Term Financing

Financing Method		Amount	Interest Rate	Term of Maturity		Annual Payment
DWSIRLF Loan	$	1,378,598.95	1.95 %	20	yrs (up to 20)	$ 68,929.95
Other Loan	$		%			$
Bonds	$		%			$
Other	$		%			$

a. Total $ 68,929.95

5. Total Estimated Annual Costs

Existing Debt Service		
RUS (formerly FmHA)	$	0.00
Other (Existing Bonds)		3,171,125.25
New Facilities Debt Service (from 4.a)	$	68,929.95
Total Annual O.M.&R (from 2.c)	$	8,200,200
a. Total Annual Costs	$	11,440,255.20

6. User Charges

a. Existing Monthly Rates

Usage (1000 gal)			Residential		Commercial		Class 3 and 4	
First		3	$ 23.33		$ 23.33		$ N/A	
3	to	100	7.03	$/1000 gal	7.03	$/1000 gal		$/1000 gal
	to			$/1000 gal		$/1000 gal		$/1000 gal
	to			$/1000 gal		$/1000 gal		$/1000 gal
	to			$/1000 gal		$/1000 gal		$/1000 gal
Over		3	7.03	$/1000 gal	5.83	$/1000 gal		$/1000 gal

b. Proposed Monthly Rates (if increase is proposed)

Usage (1000 gal)			Residential		Commercial		Class 3 and 4	
First			$ N/A		$ N/A		$ N/A	
	to			$/1000 gal		$/1000 gal		$/1000 gal
	to			$/1000 gal		$/1000 gal		$/1000 gal
	to			$/1000 gal		$/1000 gal		$/1000 gal
	to			$/1000 gal		$/1000 gal		$/1000 gal
Over				$/1000 gal		$/1000 gal		$/1000 gal

c. Proposed Revenue

	Avg. Use (1000 gal/mo)	Ave. Bill ($/mo)	No. of Users	Revenue ($/mo)
Residential		55.46	12,172	675,000.00
Commercial		203.48	2,273	462,500.00

ANNUAL TOTAL (Revenue Subtotal x 12) 1,137,500.00

7. Source of Funding for Annual Water Facilities Costs

User Charges (6.c TOTAL)	$	13,650,000.00
Property Taxes	$	0.00
Other (Water Taps)	$	190,000.00
Connection Fees	$	70,000.00
Surcharges (Membership Fees)	$	0.00
Total (must exceed 5 TOTAL)	$	13,910,000.00

8. Annual Cost Per Household

Total Annual Costs (from 5.a)	$	11,440,255.20
Non-residential Share of Total	$	4,651,607.76
Residential Share of Total	$	6,788,647.44
Existing Households to be Served		19,787
a. Average Annual Systemwide Cost Per Household	$	343.09

9. High Cost Comparison

a. Annual cost per household (from 8.a.)	$	343.09
b. Median household income	$	41,024
c. Percentage (a/b x 100)		0.84%
d. High cost threshold		1.5%
e. Is this a high cost project (Is 9.c greater than 9.d)?		No

HDWILF69
1/23/08

DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM
LEGAL CERTIFICATION

Loan Applicant: City of Hattiesburg

Loan Number: DWI- L180008

We, the undersigned Authorized Representative and Legal Counsel, certify that:

1. The loan applicant has authority under state laws and regulations to:

   a. Receive DWSIRLF loan assistance,
   b. Collect user charges through an enforceable user charge ordinance/corporate resolution,
   c. Repay the loan under the terms of the loan agreement,
   d. Comply with all other terms of the loan agreement, and
   e. Own, operate, maintain and replace the facilities to be constructed with DWSIRLF loan funds.

2. There are no restrictions under state laws or regulations regarding indebtedness which may prevent the loan applicant from executing the DWSIRLF loan agreement and implementing the project.

We understand that this Legal Certification (hereinafter "Certification") is a material representation of fact upon which reliance is placed by the Mississippi State Department of Health (hereinafter "MSDH") regarding state financial assistance under Section 41-3-16 Mississippi Code of 1972, as amended (Local Governments and Rural Water Systems Improvements Revolving Loan Program Act) to undertake the drinking water systems construction project described in the loan application.

We understand that we shall immediately provide written notice to MSDH if at any time we learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As the applicant's Authorized Representative, I certify under penalty of law that I have personally examined and am familiar with the information submitted herein and, based on my inquiry of those individuals immediately responsible for obtaining the information, believe the submitted information is true, accurate and complete.

SIGN HERE

SIGN HERE

_____	_____
Applicant's Authorized Representative (Signature)	Legal Counsel (Signature)
Toby Barker, Mayor	_____
Printed Name	Printed Name
_____	_____
Date	Date

OMB Control No. 2030-0020 Approval expires 04/30/2021

U.S. ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read instructions on other side before completing form.

Ciry of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39403

I. Applicant (Name, Address, State, Zip Code)	DUNS No.
Ciry of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39403	

No

II. Is the applicant currently receiving EPA assistance?

No

III. List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)

N/A

N/A

IV. List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)

N/A

N/A

V. List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))

N/A

N/A

VI. Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below.

✓ Yes ☐ No

a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). ✓ Yes ☐ No

b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. ☐ Yes ☐ No

VII. Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) ✓ Yes ☐ No

a. Do the methods of notice accommodate those with impaired vision or hearing? ✓ Yes ☐ No

b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? ✓ Yes ☐ No

c. Does the notice identify a designated civil rights coordinator? ☐ Yes ✓ No

VIII. Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))

YES

IX. Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)

YES

X. If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.

N/A

XI. If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.

N/A

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

SIGN HERE

A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
Mary E Bergin	Marybeth Bergin, P.E.	3/25/24

Marybeth Bergin, P.E.

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official	B. Title of Authorized EPA Official	C. Date
See * note on reverse side		

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
City of Hattiesburg

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ **Municipality**

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
200 Forrest Street

Requester's name and address (optional)

6 City, state, and ZIP code
Hattiesburg, MS 39401

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
6 4 - 6 0 0 0 4 3 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here | **Signature of U.S. person** ▶ Sharon Waits | **Date** ▶ 8/29/2019

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DOCUMENT B-1
WATER ORDINANCE

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the **14th** day of **September, 2021**, the following Ordinance:

ORDINANCE NO. 3295

AN ORDINANCE AMENDING SECTION 28-13(A) & SECTION 28-13 (C) OF THE CODE OF ORDINANCES FOR THE CITY OF HATTIESBURG, BEING ORDINANCE NUMBER 1857, LAST AMENDED BY ORDINANCE NUMBER 3205, ADOPTED SEPTEMBER 6, 2016, SO AS TO ESTABLISH CHARGES FOR WATER SERVICE AND SUPPLY

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

SECTION 1. That Section 28-13 (A) And Section 28-13 (C) of the Code of Ordinances for the City of Hattiesburg, being Ordinance 1857, adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance Number 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008, Ordinance Number 3078 adopted October 4, 2011, Ordinance Number 3110 adopted August 6, 2013, Ordinance Number 3196 adopted April 28, 2016, and Ordinance Number 3205 adopted September 6, 2016 be and the same is hereby amended to read as follows, to-wit:

Sec. 28-13 Schedule of rates.

A. Effective November 1,2021, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	**Rate per Thousand**
1,000--100,000	$6.03
Over 100,000	$5.00

There shall be a monthly minimum charge to customers and consumer of twenty dollars and no cents ($20.00).

Effective September 1,2022, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	**Rate per Thousand**
1,000--100,000	$6.51
Over 100,000	$5.40

There shall be a monthly minimum charge to customers and consumers of twenty- one dollars and sixty cents ($21.60).

Effective September 1,2023, the following schedule of rates is hereby ascertained, found and declared to be reasonable, and the same are established as the rates to be charged for water furnished on a quantity or meter basis, subject to minimum charges shown below:

No. Gallons Inclusive	**Rate per Thousand**
1,000--100,000	$7.03
Over 100,000	$5.83

There shall be a monthly minimum charge to customers and consumers of twenty- three dollars and thirty-three cents ($23.33).

B. No free water shall be furnished to any user.

C. Effective November 1,2021, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of six dollars and three cents ($6.03) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1,2022, all private homes and residences, all trailer parks, apartment complexes and all hotels and motels shall pay a straight charge of six dollars and fifty-one cents ($6.51) per thousand (1,000) gallons of water, with no quantity discount.

Effective September 1, 2023, all private homes and residences, all trailer parks, apaliment complexes and all hotels and motels shall pay a straight charge of seven dollars and three cents ($7.03) per thousand (1,000) gallons of water, with no quantity discount.

SECTION 2. That except as hereby expressly changed and amended, Ordinance Number 1857 adopted March 24, 1976, as amended by Ordinance 1984 adopted September 26, 1979, Ordinance Number 2092 adopted October 12, 1982, Ordinance Number 2341 adopted April 2, 1990, Ordinance Number 2682 adopted March 16, 1999, Ordinance Number 2816 adopted May 20, 2003, Ordinance Number 2891 adopted December 6, 2005, Ordinance Number 3011 adopted September 2, 2008, Ordinance Number 3078 adopted October 4, 2011, Ordinance Number 3110 adopted August 6, 2013, Ordinance Number 3196 adopted April 28, 2016, and Ordinance Number 3205 shall be and does remain in full force and effect as adopted.

SECTION 3. This Ordinance shall take effect and be in force, from and after November 1, 2021.

The foregoing Ordinance having been reduced to writing, the same was introduced by Council Member Ware, seconded by Council Vice President George and was adopted by the following vote to-wit:

YEAS:	**NAYS:**	**ABSENT:**
George	**None**	**None**
Delgado (via teleconference)		
Carroll		
Ware		
Brown		

The President thereby declared the motion carried and the Ordinance adopted this the **14th** day of **September, 2021**.

(SEAL)

ATTEST:

_____
CLERK OF COUNCIL

ADOPTED:

_____
COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the **14th** day of **September, 2021**.

ATTEST:

_____
CITY CLERK

APPROVED:

_____
MAYOR

DOCUMENT B-3
ENGINEERING CONTRACT

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

National Society of Professional Engineers®

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.
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This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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www.nspe.org

American Council of Engineering Companies

1015 15th Street N.W., Washington, DC 20005

(202) 347-7474

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TABLE OF CONTENTS

Page

ARTICLE 1 – SERVICES OF ENGINEER 1
1.01 Scope 1

ARTICLE 2 – OWNER'S RESPONSIBILITIES 1
2.01 General 1

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES 2
3.01 Commencement 2
3.02 Time for Completion 2

ARTICLE 4 – INVOICES AND PAYMENTS 2
4.01 Invoices 2
4.02 Payments 2

ARTICLE 5 – OPINIONS OF COST 3
5.01 Opinions of Probable Construction Cost 3
5.02 Designing to Construction Cost Limit 3
5.03 Opinions of Total Project Costs 3

ARTICLE 6 – GENERAL CONSIDERATIONS 4
6.01 Standards of Performance 4
6.02 Design Without Construction Phase Services 5
6.03 Use of Documents 6
6.04 Electronic Transmittals 6
6.05 Insurance 7
6.06 Suspension and Termination 8
6.07 Controlling Law 9
6.08 Successors, Assigns, and Beneficiaries 9
6.09 Dispute Resolution 10
6.10 Environmental Condition of Site 10
6.11 Indemnification and Mutual Waiver 11
6.12 Records Retention 12
6.13 Miscellaneous Provisions 12

ARTICLE 7 – DEFINITIONS 12
7.01 Defined Terms 12

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS 16
8.01 Exhibits Included: 16
8.02 Total Agreement: 17
8.03 Designated Representatives: 17
8.04 Engineer's Certifications: 17

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

The City of Hattiesburg ("Owner") and

Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Rehabilitate Water Treatment Plant #1

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: Design and preparation of plans and specifications for the intended rehabilitation further defined in the scope of this agreement under Exhibit A, coordinate submission of construction plans and specifications to the MSDOH, and provide construction engineering and inspection services.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

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1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

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B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

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ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

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resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

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Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

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B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, 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 any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

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G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

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then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

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C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

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F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment 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 Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment 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, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

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2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

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12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

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23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part

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thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, DELETED

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F. Exhibit F, DELETED

G. Exhibit G, Insurance.

H. Exhibit H, DELETED

I. Exhibit I, Limitations of Liability.

J. Exhibit J, DELETED

K. Exhibit K, DELETED

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Hattiesburg

By:

Print name: Johnny L. DuPree, Ph.D.

Title: Mayor

Date Signed: 2-21-17

Engineer: Shows, Dearman and Waits, Inc.

By:

Print name: John T. Weeks, P.E.

Title: Vice-President

Date Signed: 2/13/17

Engineer License or Firm's Certificate No. (if required):

18912 E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Nicholas M. Connolly, P.E., P.L.S.

Title: Vice-President

Phone Number: 601-544-1821

E-Mail Address: nick@sd-w.com

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This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A. Study and Report Phase Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.

    a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: N/A

    b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.

    c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify 2 alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.

2. Identify potential solution(s) to meet Owner's Project requirements, as needed.

3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.

4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.

5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.

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7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.

8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.

9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.

10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."

11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.

12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.

13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

14. Perform or provide the following other Study and Report Phase tasks or deliverables: N/A

15. Furnish digital review copies of the Report and any other Study and Report Phase deliverables to Owner within 120 days of the Effective Date and review it with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish digital copies of the revised Report and any other Study and Report Phase deliverables to the Owner within 30 days of receipt of Owner's comments.

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B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of

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Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: N/A

10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.

B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

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5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables: N/A

10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 90 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating,

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Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

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9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction

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Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any

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Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means,

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methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

    a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to

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such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final

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payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:

1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.

2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables: N/A

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

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A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

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f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

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19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the

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acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

PART 3 - SCOPE

A3.01 The OWNER intends to rehabilitate the Water Treatment Plant #1 to include the following:

A. Upgrade to the existing aerators to a gravity system

B. Upgrade to chemical feed and mixing system

C. Plant instrumentation

D. Building upgrades

E. Replacement of gravity filtration media and piping network

F. Replace valves

G. Ventilation of pipe gallery

H. Other items of work as directed by the City upon completion of the Study and Report Phase

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This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

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3. Utility and topographic mapping and surveys.

4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

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I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: N/A

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This is **EXHIBIT C**, consisting of 7 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. *General:* An amount equal to nine (9) percent of the Construction Cost. This amount includes compensation for Engineer's Services and services of Engineer's Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:

   a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.

   b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.

   c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer's most recent opinion of probable Construction Cost.

   d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.

   e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).

3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses: NONE

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4. *Progress Payments:*

   a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

   b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Study and Report Phase	**15%**
Preliminary Design Phase	**35%**
Final Design Phase	**40%**
Bidding or Negotiating Phase	**10%**
	100%

   c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

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COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 *Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment*

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be $560,000 based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 360 day construction schedule.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.1**.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1, 2018**) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

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2. *Factors*: The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts*:

   a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.

   b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.

2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.1**.

4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2018) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule - 2017

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Senior Engineer	**$175/hour**
Project Engineer	**$150/hour**
Junior Engineer	**$125/hour**
Engineering Intern	**$105/hour**
Graduate Engineer	**$105/hour**
Senior AutoCad Technician	**$105/hour**
AutoCad Technician	**$90/hour**
Senior Resident Project Representative	**$95/hour**
Resident Project Representative	**$85/hour**
Field Crew	**$175/hour**
Administrative	**$45/hour**

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

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4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

   a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

   b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

   a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

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b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

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numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $100,000
2) Bodily injury by disease, each employee: $100,000
3) Bodily injury/disease, aggregate: $500,000

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
2) General Aggregate: $2,000,000

d. Excess or Umbrella Liability --

1) Per Occurrence: $2,000,000
2) General Aggregate:

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$1,000,000

f. Professional Liability –

1) Each Claim Made $1,000,000
2) Annual Aggregate $1,000,000

g. Other (specify): N/A

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B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Shows, Dearman and Waits, Inc.
Engineer

b. N/A
Engineer's Consultant

c. N/A
Engineer's Consultant

d. N/A
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

B. *Indemnification by Owner*: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and 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, arbitration, or other dispute resolution costs) arising out of or relating to the Project, 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 Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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DOCUMENT B-7
AUTHORIZING RESOLUTION

RESOLUTION AUTHORIZING THE MAYOR OF HATTIESBURG TO EXECUTE THOSE DOCUMENTS AND AGREEMENTS REQUIRED IN CONNECTION WITH THE APPLICATION FOR THE DRINKING WATER SYSTEMS IMPROVEMENTS REVOLVING LOAN FUND PROGRAM THROUGH THE LOCAL GOVERNMENTS AND RURAL WATER SYSTEMS IMPROVEMENTS BOARD AND NAMING TOBY BARKER, MAYOR AS THE AUTHORIZED REPRESENTATIVE FOR CITY OF HATTIESBURG.

WHEREAS, the City of Hattiesburg is making application for a Drinking Water Systems Improvements Revolving Loan Fund (DWSIRLF) loan from the Local Governments and Rural Water Systems Improvements Board; and

WHEREAS, in order to apply for such a loan, the City of Hattiesburg must submit a DWSIRLF Loan application package in compliance with DWSIRLF Program Regulations; and

WHEREAS, such regulations require that the City of Hattiesburg provide as part of such package a certified copy of a resolution which authorizes submission of the application and which designates an authorized representative to execute the application and to be the authorized representative for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE City of Hattiesburg City Council

SECTION 1: That the submission of a DWSIRLF Loan application package is hereby authorized, with the proceeds from such loan to be used to finance and implement DWSIRLF Loan Program project DWI - L180008. Water Treatment Plant #1, Phase 3.

SECTION 2: That Mayor Toby Barker is authorized to execute and file an application for a DWSIRLF loan on behalf of the City of Hattiesburg with full authority to execute all documents pertaining to the project.

SECTION 3: That Mayor Toby Barker is hereby authorized to be the authorized representative of the project.

_____ moved and _____ seconded the adoption of the foregoing resolution, and the question being put to a roll call vote, the result was as follows:

_____

_____

_____

_____

_____

This motion to adopt the resolution, having received the vote shown above, was declared carried.

This _____ day of _____, 20__.

Signed: 

ATTEST:

DOCUMENT B-9
TAX EXEMPT STATUS

Letter Ruling

DEPARTMENT OF REVENUE
STATE OF MISSISSIPPI

Date: March 03, 2017
Letter ID: L0072848256

DAWN BURNS
CITY OF HATTIESBURG
PO BOX 1898
HATTIESBURG MS 39403-1898

Reference: Sales Tax Exemption
Letter Ruling Number: 17-0109

This is in response to your letter dated March 01, 2017, requesting that the Mississippi Department of Revenue provide a ruling regarding whether the City of Hattiesburg is exempt from sales and use tax. Your request has been assigned the letter ruling number listed above. Please use this number in any further correspondence with the DOR concerning this request.

After a search of the applicable statutes, this is to confirm that the City of Hattiesburg does qualify for sales tax exempt status pursuant to Miss. Code Ann. Section 27-65-105(a). This Section provides that sales of tangible personal property or services made to the United States Government, the State of Mississippi and its departments, institutions, counties and municipalities or departments or school districts of said counties and municipalities are exempt from sales tax. As a prerequisite to exemption, the sale of property or charge for services must be sold directly to, billed directly to, and paid for directly by the exempt entity.

This exemption does not apply to sales of tangible personal property or services to contractors purchased in the performance of contracts with the exempt entity, nor the employees of the exempt entity, although the contractor or employee may be reimbursed for the expense by the exempt entity. Furthermore, this exemption does not apply to Contractors Tax levied by Miss. Code Ann. Section 27-65-21.

You may use a copy of this letter in order to substantiate the City of Hattiesburg's exempt status. I trust that this is the information you were requesting. Should you have any additional questions, feel free to contact this office at (601) 923-7015.

Under Miss. Code Ann. Section 27-65-85(a), it shall be unlawful for any person to use an exemption authorized under the Sales Tax laws for the purpose of avoiding the payment of tax the person is required to pay by law. Any person violating this provision shall be guilty of a misdemeanor and, on conviction thereof, shall be fined not more than Five Hundred Dollars ($500.00), or imprisoned not exceeding six (6) months in the county jail, or punished by both such fine and imprisonment, at the discretion of the court.

This letter ruling is based on the specific facts and circumstances that you communicated to the DOR. This ruling is not binding on the DOR if these facts and circumstances are inaccurate, contain a material omission of a relevant fact or facts to the issue(s) presented or if such facts and circumstances change. This letter ruling is also only valid for seven (7) years from the date of this letter. At the end of this seven (7) year period, you are free to update your information and request another letter ruling if you wish. This ruling is only applicable to you or to your client if you are requesting this ruling on behalf of another and can only be relied upon by the person for whom the ruling was requested.

If the facts and circumstances presented in your request are accurate, complete and do not change for the seven (7) year

period indicated above, the person for whom it was requested can rely upon this ruling unless and until there is a change in the law or regulation or the issuance of judicial decision that indicates the ruling is no longer correct or the DOR retracts the ruling. The DOR does reserve the right to retract this ruling if it later determines on its own review that the ruling is incorrect. Such retraction will be in writing and the effect of the retraction will be prospective from the date of the retraction letter.

Sincerely,

Diamonde Wilkerson
(601) 923-7037
Mississippi Department of Revenue

Memorandum

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

From: **Lisa Luu Jolly**

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

Date: **Tuesday, April 16, 2024**

Re: **Approve the minutes for the April 1 & 2, 2024 meetings of the City Council.**
File Number: 2024-87
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 April 16, 2024 City Council meeting for consideration.

Published Agenda

Monday, April 1, 2024	**City Council**	**Council Chambers**
4:00 PM	**Monday Meeting Agenda**	**200 Forrest Street**

Call to Order

Public Hearing

1. **2024-1100** Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Hold Public Hearing Memo - 04 01 2024
1. 3002 Raphael Dr - Case History
2. 101 Mohawk St - Case History
3. 718 Northhill Dr - Case History
4. 820 Edwards St - Case History
5. 906 Short Columbia St - Case History
6. 108 Ruby Ave - Case History
108 Ruby Ave - Dismissal

Agenda Review

Citizens' Forum

Meeting Recess

****

Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held **a Public Hearing on unsafe properties at 4:00 p.m. Monday, April 1, 2024**, in Council Chambers at City Hall, pursuant to a resolution (#2024-12) adopted March 5, 2024, at Minute Book 2022 Pages 436-437, to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community; same being from an adjourned meeting held on March 16, 2024.

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; City staff members; media; and the public. Absent: Deputy Clerk of Council, Lisa Luu Jolly.

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

Public Hearing

1. **2024-1100** Hold Public Hearing to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provision of MS Code 1972, Section 21-19-11.

Attachments: Hold Public Hearing Memo - 04 01 2024
1. 3002 Raphael Dr - Case History
2. 101 Mohawk St - Case History
3. 718 Northhill Dr - Case History
4. 820 Edwards St - Case History
5. 906 Short Columbia St - Case History
6. 108 Ruby Ave - Case History
108 Ruby Ave – Dismissal

Code Enforcement Division Manager, Charles Copeland, presented the properties to be considered. Mr. Copeland recommended the that the Council adopt resolutions determining the properties are in such a state of

uncleanliness so as to be a menace to the health and safety of the community, providing a specified period of time to remove the violations, and declaring the City's intent to take action to clear violations and charge the cost plus penalty against the property if the violations are not resolved in the specified period of time. He recommended resolutions allowing homeowners 15 days to resolve violations.

Council President George called out each unsafe property listed and asked if there were any citizens who wished to speak on behalf of the property called.

- Attorney Jeff Haul, Representative, spoke on behalf of 101 Mohawk Street (Case #2)

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

Mr. Copeland asked that 108 Ruby Avenue be removed from the property list (Case #6).

By unanimous consent, Council President George **closed the public hearing at 4:09 p.m. and proceeded with the Agenda Review**.

Agenda Review

Council President George proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Ray Nacanaynay, 420 Azalea Drive, Long Beach, MS
- Theo Sutton, Jr., 201 S. 25th Ave.
- Lillian Baxter, 119 College Dr.

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 4:26 p.m., this 1st day of April, 2024**, by unanimous consent, until the 2nd day of April, 2024.

ATTEST: **APPROVE:**

_____ _____

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

_____ _____

City Clerk **Mayor**

****

Published Agenda

Tuesday, April 2, 2024	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.	**2024-1137**	Approve the minutes for the March 18 & 19, 2024 meetings of the City Council.
2.	**2024-1101**	Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
3.	**2024-17**	Take from the table; Adopt an Ordinance request to rezone properties made by Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner. The request is to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3 in Ward 2, Forrest County. The Planning Commission recommended approval on December 20th, 2023.
4.	**2024-1141**	Adopt a Resolution declaring a bulk fuel storage tank surplus and authorize disposal of said equipment; authorize removal of equipment from city inventory.
5.	**2024-1133**	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.
6.	**2024-1139**	Approve Change Order No. 3 with Hemphill Construction Co. for the Water Plant #1 Rehab Phase II to increase the total cost of the project by $111,618.97 for a total project cost of $1,740,602.20 and increase the number of days for completion of the contract and authorize the Mayor to execute in duplicate.
7.	**2024-1140**	Approve Change Order No. 4 with Phoenix Construction, LLC for the Jaycee Park Improvements project to account for the unused allowance for electrical service, thereby decreasing the contract amount by $15,000.00 for a new contract total of $730,661.20 and authorize the Mayor to execute the change order in duplicate.
8.	**2024-1136**	Approve Supplemental Agreement No. 4 with Walters Construction Company, Inc. for the U.S. Highway 49, Adeline Street, Camp Street, Mamie Street Project (State Aid Project No. DECD-0018(35)BO) to modify a portion of pavement structure and material on the project at a deductive cost of $103,993.82; Authorize the Mayor to execute in multiples.
9.	**2024-1095**	Approve Professional Services Agreement with Allen Engineering & Science, Inc. for environmental services associated with the development of public Wi-Fi services and authorize the Mayor to execute the same.
10.	**2024-1147**	Approve Maintenance Agreement between the City of Hattiesburg and Kone Elevator Company for maintenance of elevators at the Public Safety Complex and authorize the Mayor to execute the same.
11.	**2024-1143**	Approve Maintenance Agreement with Ecolane USA, Inc. for a three-year period for the existing paratransit scheduling software for Hub City Transit at an annual rate of $10,164.00 and authorize the Mayor to execute the agreement.
12.	**2024-1145**	Approve Release of Lien in relation to a Code Enforcement clean up assessment and authorize the Mayor to execute the same.

ROUTINE AGENDA

1.	**2024-1148**	Acknowledge receipt of the two-quote docket.
2.	**2024-1146**	Acknowledge bids received on March 21, 2024, by the Department of Urban Development for up to four (4) small to midsize sports utility vehicles and reject all bids due to bids going over the budget; authorize re-advertisement of same.
3.	**2024-1135**	Authorize submission of a grant application to the Toyota Buckle Up for Life Grant in the amount of $20,000. No match is required.

4. **2024-1138** Approve plans and specifications for the Gordon's Creek Drainage Improvement Project Phase 1 (NR244423XXXXC005) and authorize advertisement for bids contingent upon Natural Resources Conservation Service approval to advertise.

5. **2024-1144** Approve the sale of grave spaces, per attached deeds and receipts.

6. **2024-1132** Approve claims docket for the period ending March 31, 2024.

In Memoriam:

- Mrs. Betty King
- Mrs. Laura Williams
- Mr. Clyde McDonald, Jr.
- Mr. Gussie Martin
- Mr. Joseph "Joe" Judson King
- Mr. Camille Clemons
- Mrs. Bernice Rice
- Ms. Jayna Lumzy
- Victims of the Francis Scott Key Bridge Collapse

Meeting Adjourn

****

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, April 2, 2024**, in Council Chambers at City Hall; same being from a recessed meeting held on April 1, 2024.

Those present included Mayor Toby Barker and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2 (via teleconference); Carter Carroll, Ward 3; Dave Ware, Ward 4 (via teleconference); 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 Phillip McSwain of Starlight Missionary 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.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1. **2024-1137** Approve the minutes for the March 18 & 19, 2024 meetings of the City Council.

Attachments: 03-18-2024 APH, AR, XS Mins.
03-19-2024 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the minutes for the March 18 & 19, 2024 meetings of the City Council.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

2. **2024-1101** Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: 04 02 2024 Adopt Resolution to Condemn Memo
1. 3002 Raphael Dr - Condemnation Resolution page
2. 101 Mohawk St - Condemnation Resolution page
3. 718 Northhill Dr - Condemnation Resolution page
4. 820 Edwards St - Condemnation Resolution page
5. 906 Short Columbia St - Condemnation Resolution page
6. 108 Ruby Ave - Condemnation Resolution page
108 Ruby Ave – Dismissal

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt Resolutions (#2024-18-22) condemning the following properties as unclean and a menace to the health and safety of the community.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

3. **2024-17** Take from the table; Adopt an Ordinance request to rezone properties made by Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner. The request is to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3 in Ward 2, Forrest County. The Planning Commission recommended approval on December 20th, 2023.

Attachments: Staff Summary N 28th Ave rezone R-3
Image Sheet - N 28th Ave Northwood Sr Rezone
IVY ROW PHASE 2 - Public Hearing Application _ OCT 30 2023
Ordinance - Ivy Row Phase II_US 49
MINUTES DECEMBER SCM
Ivy Row Residential Traffic Study as requested from City Council

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Take from the table; an Ordinance request to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Table Ordinance request to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3 until the next Council meeting (April 2, 2024) waiting for a response from MDOT regarding the requested traffic study.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

4. **2024-1141** Adopt a Resolution declaring a bulk fuel storage tank surplus and authorize disposal of said equipment; authorize removal of equipment from city inventory.

Attachments: Surplus equipment_Fuel Tank_2024.04.02

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-23) declaring a bulk fuel storage tank surplus and authorize disposal of said equipment; authorize removal of equipment from city inventory.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

5. **2024-1133** 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 - 112 2nd Ave.

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 (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

6. **2024-1139** Approve Change Order No. 3 with Hemphill Construction Co. for the Water Plant #1 Rehab Phase II to increase the total cost of the project by $111,618.97 for a total project cost of $1,740,602.20 and increase the number of days for completion of the contract and authorize the Mayor to execute in duplicate.

Attachments: 1273-W015.2_Change Order No 3 - wet well_2024-03-18

A MOTION was made by Council Member Carroll and seconded by Council MemberBrown to Approve Change Order No. 3 with Hemphill Construction Co. for the Water Plant #1 Rehab Phase II to increase the total cost of the project by $111,618.97 for a total project cost of $1,740,602.20 and increase the number of days for completion of the contract 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 (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

7. **2024-1140** Approve Change Order No. 4 with Phoenix Construction, LLC for the Jaycee Park Improvements project to account for the unused allowance for electrical service, thereby decreasing the contract amount by $15,000.00 for a new contract total of $730,661.20 and authorize the Mayor to execute the change order in duplicate.

Attachments: 3922 Change Order #4 for Owner Signature

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Change Order No. 4 with Phoenix Construction, LLC for the Jaycee Park Improvements project to account for the unused allowance for electrical service, thereby decreasing the contract amount by $15,000.00 for a new contract total of $730,661.20 and authorize the Mayor to execute the change order in duplicate.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

8. **2024-1136** Approve Supplemental Agreement No. 4 with Walters Construction Company, Inc. for the U.S. Highway 49, Adeline Street, Camp Street, Mamie Street Project (State Aid Project No. DECD-0018(35)BO) to modify a portion of pavement structure and material on the project at a deductive cost of $103,993.82; Authorize the Mayor to execute in multiples.

Attachments: Supplemental Agreement No.4 - Hwy 49-Forrest General

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Supplemental Agreement No. 4 with Walters Construction Company, Inc. for the U.S. Highway 49, Adeline Street, Camp Street, Mamie Street Project (State Aid Project No. DECD-0018(35)BO) to modify a portion of pavement structure and material on the project at a deductive cost of $103,993.82; Authorize the Mayor to execute in multiples.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

9. **2024-1095** Approve Professional Services Agreement with Allen Engineering & Science, Inc. for environmental services associated with the development of public Wi-Fi services and authorize the Mayor to execute the same.

Attachments: AllenES Parks & Rec WiFi Due Diligence Proposal 120123

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Professional Services Agreement with Allen Engineering & Science, Inc. for environmental services associated with the development of public Wi-Fi services 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 (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

10. **2024-1147** Approve Maintenance Agreement between the City of Hattiesburg and Kone Elevator Company for maintenance of elevators at the Public Safety Complex and authorize the Mayor to execute the same.

Attachments: Kone agreement

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Maintenance Agreement between the City of Hattiesburg and Kone Elevator Company for maintenance of elevators at the Public Safety Complex 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 (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

11. **2024-1143** Approve Maintenance Agreement with Ecolane USA, Inc. for a three-year period for the existing paratransit scheduling software for Hub City Transit at an annual rate of $10,164.00 and authorize the Mayor to execute the agreement.

Attachments: Ecolane Maintenance Renewal 3-19-24

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Maintenance Agreement with Ecolane USA, Inc. for a three-year period for the existing paratransit scheduling software for Hub City Transit at an annual rate of $10,164.00 and authorize the Mayor to execute the agreement.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

12. **2024-1145** Approve Release of Lien in relation to a Code Enforcement clean up assessment and authorize the Mayor to execute the same.

Attachments: 702 Greely St.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve Release of Lien in relation to a Code Enforcement clean up assessment 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 (via teleconference), Carroll, Ware (via teleconference) 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 Member Brown to approve the Routine Agenda.

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

Yeas: 5 - George, Delgado (via teleconference), Carroll, Ware (via teleconference) and Brown

Nays: 0

1. **2024-1148** Acknowledge receipt of the two-quote docket.

Attachments: Two quote docket for April 2, 2024 Agenda

2. **2024-1146** Acknowledge bids received on March 21, 2024, by the Department of Urban Development for up to four (4) small to midsize sports utility vehicles and reject all bids due to bids going over the budget; authorize re-advertisement of same.

Attachments: NTB- 4 small to midsize SUV's for Urban Development
Bid Tabulation- City of Hattiesburg- 4 Mid Size SUVs
Bid Package- Hattiesburg- 4 Mid Size SUVs- May 2024

3. **2024-1135** Authorize submission of a grant application to the Toyota Buckle Up for Life Grant in the amount of $20,000. No match is required.

Attachments: BFL Application

4. **2024-1138** Approve plans and specifications for the Gordon's Creek Drainage Improvement Project Phase 1 (NR244423XXXXC005) and authorize advertisement for bids contingent upon Natural Resources Conservation Service approval to advertise.

Attachments: GordonsCreek_Specifications
GordonsCreek_Plans

5. **2024-1144** Approve the sale of grave spaces, per attached deeds and receipts.

Attachments: Receipts 3-26-24
Deeds-3-26-24

6. **2024-1132** Approve claims docket for the period ending March 31, 2024.

Attachments: DOCKET 24.03.31A
DOCKET 24.03.31
20240327170103
20240327170053

In Memoriam:

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

- Mrs. Betty King
- Mrs. Laura Williams
- Mr. Clyde McDonald, Jr.
- Mr. Gussie Martin
- Mr. Joseph "Joe" Judson King
- Mr. Camille Clemons
- Mrs. Bernice Rice
- Ms. Jayna Lumzy
- Victims of the Francis Scott Key Bridge Collapse

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:11 p.m., this 2nd day of April, 2024**, by unanimous consent, until the 15th day of April, 2024.

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

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Approve a preliminary plat for a Major Subdivision as an extension of The Cottages of Turtle Creek, located on Methodist Boulevard in Lamar County, requested by Dennis Pierce, owner. The extension will be known as "Cottages at Turtle Creek: Phase IV" (Ward 3).**
File Number: 2024-101
Minute Book #

Summary
Dennis Pierce, owner, requests 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).

The Planning Commission recommended approving the following conditions on March 6th, 2024:
1. Construction entrance for phase 4 to be off of Weathersby Road.
2. Require covenants for phase 4 that prohibit construction traffic on Hamlet Drive.
3. Plat Conditions, & Restrictions – add to the plat the following notes:

a) The common area(s) parcel's ad valorem tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.

b) The common area(s) of this subdivision shall be owned and maintained by the owner's, commercial owner's association, and/or by the property owner(s) of the lots. In the event any lot becomes subdivided into additional lots or individual site plans, said site plans conforming to the city's Land Development Code, each property owner shall own their pro rata share, by area percentage of their lot, of the common areas. Such maintenance shall be performed so as to ensure that the common area operates in accordance the City's Land Development Code and Property Maintenance Code. Such maintenance shall include, but not be limited to repair of structures, and maintenance of sign tenants, and maintenance of the property. The city shall have a "right of access" to use the drives, parking areas, and yards of this property to make inspections of the common areas to ensure that said maintenance has been properly performed. In the event that the property owner(s) have not properly performed maintenance on the facilities, to the extent that the facility(s) poses a threat to public health, safety, or welfare, the city shall retain the right to perform emergency repairs to the facility. The cost of any such repairs will remain the responsibility of the property owner(s) and may be added as a lien on the next year's tax bill.

4. Streets - Street identifications and traffic control signs/markings shall be installed by the

developer to City specifications.
5. Utilities - Unless otherwise specified, all utilities and services (electric, telephone, cable, etc.) are to be installed underground.
6. Bonds – Bonds, in a form satisfactory to the City Engineer and the City Attorney, will be required as follows:
a) Performance bond – Acceptance of the plat before the street and infrastructure are completed will require a bond based on the developer's engineer's estimated cost of unfinished work, verified by the staff engineer, plus 10% until complete. Renewed annually and adjusted for inflation.
b) Maintenance – Upon acceptance of the plat and the completion of streets and infrastructure a bond in the amount of 5% of the total cost of all work must be remitted to the city for the duration of 1 year.

Recommendation Statement
The Planning Commission recommended approving on March 6th, 2024.

Please place this on the April 16, 2024 City Council meeting for consideration.

Send to:

Dept. of Urban Development
P.O. Box 1898
Hattiesburg, MS 39403
601.545.4599 or fax 601.545.1962

RECEIVED
MAR 11 2024
BY: .....

REQUEST TO APPEAL PLANNING COMMISSION OR BOARD OF ADJUSTMENTS RECOMMENDATION

Today's Date: MARCH 11, 2024
Planning Commission or Board of Adjustment Date: ~~X~~ MARCH 6, 2024 (Appeals must be made within ten consecutive days of the recommendation)
Name of Property Owner/Petitioner: HOME OWNERS ASSOCIATION COTTAGES OF TURTLE CREEK
Name of Person Requesting Appeal Hearing: GEORGE W PACE - PRESIDENT
Mailing Address of Person Requesting Appeal Hearing: 140 COTTAGE DRIVE
Address of Petitioned Property: ~~LOT~~ 101 COTTAGE DRIVE
Petitioner's Request of the Planning Commission or Board of Adjustments: ~~X~~ APPROVAL OF ~~X~~ OR GIVING PLAT OF THE COTTAGES OF TURTLE CREEK PHASE IV
Planning Commission or Board of Adjustment's Recommendation: *Approve* ☑ *or* *Deny* ☐

I/We hereby APPEAL the Planning Commission or Board of Adjustment's Recommendation for the above reference petition and request to hold a Public Hearing before the Hattiesburg City Council.

GEORGE W PACE
Appellant (print)

George W Pace
Appellant (signature)

Originally presented in September 2023
Dennis Pierce
Request for: **Preliminary Plat Approval for Major Subdivision**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Dennis Pierce, petitioner

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
Methodist Blvd	051L-11-001.000	7898	3
	051K-12-006.000	7899	3
	051L-11-040.000	13368	3

Request: **Preliminary Plat Approval for Major Subdivision**

Purpose of Request: To request 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).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures 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 residential neighborhoods with only compatible supporting institutional uses and open space.

B-2 Neighborhood Business District: The purpose of the B-2 District is to provide for retail and personal service uses in locations convenient to residential neighborhoods consistent with comprehensive planning policies. This district is consistent with the Neighborhood Business District in the Comprehensive Plan.

SECTION 6 **Dimensional Standards and Measurements**

Table 6.1 Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-
B-2	4,000/ 100	-	0.75	0	10	0 or 10	0	35 feet or 3 stories	80%	20

SECTION 11 **Administration and Enforcement**

11.10.1.8 Subdivision Violations. The owner of a subdivision shall not transfer title to any lot in such subdivision until such time as the final plat has been approved by the appropriate authority as outlined in this Code and duly recorded in the office of the Chancery Clerk of Forrest County or Lamar County, Mississippi. Transfers prior to such approval and recording shall be deemed a violation of this Code and shall be subject to any and all remedies available to the City.

11.10.1.9 Recording Violations.
The Chancery Clerks of Forrest County and Lamar County, Mississippi shall not receive, file or record a plat of a subdivision within the jurisdiction of this Land Development Code without prior approval of the appropriate authority as outlined in this Code. Plats recorded prior to such approval shall be deemed unlawful and invalid

SECTION 12 **Process and Procedures**

Categories of Development Approvals
12.3.2 Preliminary Plat Approval for Major Subdivisions
12.3.2.1 Approval Criteria.
i. Conformance with the Hattiesburg Comprehensive Plan.
ii. Conformance with the standards of the zoning district.
iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

12.3.2.4 Final Plat.

i. No Significant Change. Final plats of major subdivisions that are substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.
ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by the Planning Commission.

12.3.2.5 Recording.
In order to be an official and legal plat, the final approved plat must be recorded along with all applicable covenants, deed restrictions and property owners' association documents with the Chancery Clerk of Forrest or Lamar County, as appropriate. The City Engineer shall ensure that the City records this information in a timely fashion.

Present Zoning: The undeveloped parcels are currently zoned R-3 Multi-Family Residential District and B-2 Neighborhood Business District.

Present Use: Vacant / Undeveloped

Future Land Use: Neighborhood Center Mixed-Use District

Surrounding Zoning and Land Use:
North: B-2 Neighborhood Business District (City Limits)
South: B-5 Regional Business District
East: R-3 Multi-Family Residential District
West: B-5 Regional Business District / B-2 Neighborhood Business District

Letters or Concerns stated: The Planning Division Office has received multiple phone calls and office visits from surrounding property owners with questions regarding the subdivision request.

History / Background: The petitioner met with staff in Pre-Application to discuss the expansion of the existing subdivision known as "The Cottages at Turtle Creek" for phase IV. The petitioner has proposed 52 new lots on the existing R-3 zoned parcel and has indicated that the proposed lots would be developed as single-family residential but at the lot dimensions allowed by the R-3 zoned parcel. R-3 Zoned parcels require a minimum lot size of 7500 ft^2 with a 40-ft width at the required setback. The petitioner has discussed the new 52 lots as an expansion of the existing subdivision and would connect directly into the existing dead-end roads of the subdivision, which were stubbed out with the intention of a future expansion of the subdivision. The previously approved subdivision was approved in the previous Land Development Code, where sidewalks were not required. The current code will require sidewalks be installed as part

of the development and staff suggest including conditions of approval that includes the guarantee of their installation or that they be bonded. Staff also suggest the same requirements for all infrastructure in the subdivision, in order to guarantee their completion upon dedication to the City of Hattiesburg.

The development of the subdivision on this site will require the mitigation of wetlands through the US Army Corps of Engineers. The petitioner will be responsible for providing the proper documentation that they have been mitigated or any other alternative that the USACE approves before the Site Design and Review Committee can approve the final site plan for the subdivision. The petitioner is also exploring an alternative entrance to the subdivision, where a secondary entrance is required based on the length of the existing streets in the current development. As shown in this request, the petitioner is showing an entrance off of Weathersby Road, but may explore an alternative entrance off of Methodist Boulevard. Staff suggest the requirement of including the roadway entrance from Weathersby Boulevard as part of the road to be dedicated to the City of Hattiesburg as a public street in this request. Any alternative entrances to the subdivision will require an additional review by the Hattiesburg Planning Commission and City Council before they can be approved by the Site and Design Review Committee, as relocation to the entrance of the subdivision would be considered a significant change in the proposed plat.

Any structure built in the subdivision will need to adhere to all applicable building codes as adopted by the City of Hattiesburg at the time of their construction and adhere to all applicable elements of the Land Development Code. Any additional higher standards beyond what is addressed by the City of Hattiesburg would need to be addressed and enforced by private covenants.

The City of Hattiesburg has not received any information regarding the proposed infrastructure for the subdivision at this time. If the preliminary plat is approved by City Council, the petitioner will then be required to provide all plans for the infrastructure, including sidewalks, drainage and stormwater calculations, and, if required by the City Council, guarantees that all required infrastructure will be approved before the final plat is signed and filed with the county.

November 27th, 2023 Update

The request was recommended for approval by the Planning Commission on September 6th, 2023. However, City Council remanded the item back to the Planning Commission on October 3rd, 2023 for the road access issue on Hamlett Drive. The applicant has not requested the item to be heard at the January hearing in order to prepare additional information for their request related to the access

at Hamlett Drive. Staff will provide updated information as it becomes available on the public hearing portal.

Option: **Approve or deny** a preliminary plat for a major subdivision in the City of Hattiesburg.

Planning Commission must deem that all of the following approval criteria must be met before granting approval for the Preliminary Plat for a Major Subdivision:

12.3.2 Preliminary Plat Approval for Major Subdivisions
12.3.2.1 Approval Criteria.
i. Conformance with the Hattiesburg Comprehensive Plan.
ii. Conformance with the standards of the zoning district.
iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

Conditions to consider with an approval:

1. **Plat Conditions, & Restrictions –** add to the plat the following notes:
   a) The common area(s) parcel's ad valorem tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.
   b) The common area(s) of this subdivision shall be owned and maintained by the owner's, commercial owner's association, and/or by the property owner(s) of the lots. In the event any lot becomes subdivided into additional lots or individual site plans, said site plans conforming to the city's Land Development Code, each property owner shall own their pro rata share, by area percentage of their lot, of the common areas. Such maintenance shall be performed so as to ensure that the common area operates in accordance the City's Land Development Code and Property Maintenance Code. Such maintenance shall include, but not be limited to repair of structures, and maintenance of sign tenants, and maintenance of the property. The city shall have a "right of access" to use the drives, parking areas, and yards of this property to make inspections of the common areas to ensure that said maintenance has been properly performed. In the event that the property owner(s) have not properly performed maintenance on the facilities, to the extent that the facility(s) poses a threat to public health, safety, or welfare, the city shall retain the right to perform emergency repairs to the facility. The cost of any such repairs will remain the responsibility of the property owner(s) and may be added as a lien on the next year's tax bill.
2. **Streets** - Street identifications and traffic control signs/markings shall be installed by the developer to City specifications.
3. **Utilities** - Unless otherwise specified, all utilities and services (electric, telephone, cable, etc.) are to be installed underground.
4. **Bonds** – Bonds, in a form satisfactory to the City Engineer and the City Attorney, will be required as follows:
   a) Performance bond – Acceptance of the plat before the street and infrastructure are

completed will require a bond based on the developer's engineer's estimated cost of unfinished work, verified by the staff engineer, plus 10% until complete. Renewed annually and adjusted for inflation.

b) Maintenance – Upon acceptance of the plat and the completion of streets and infrastructure a bond in the amount of 5% of the total cost of all work must be remitted to the city for the duration of 1 year.

SUBJECT PARCEL

The Cottages of Turtle Creek — Major Subdivision

Dennis Pierce, Owner

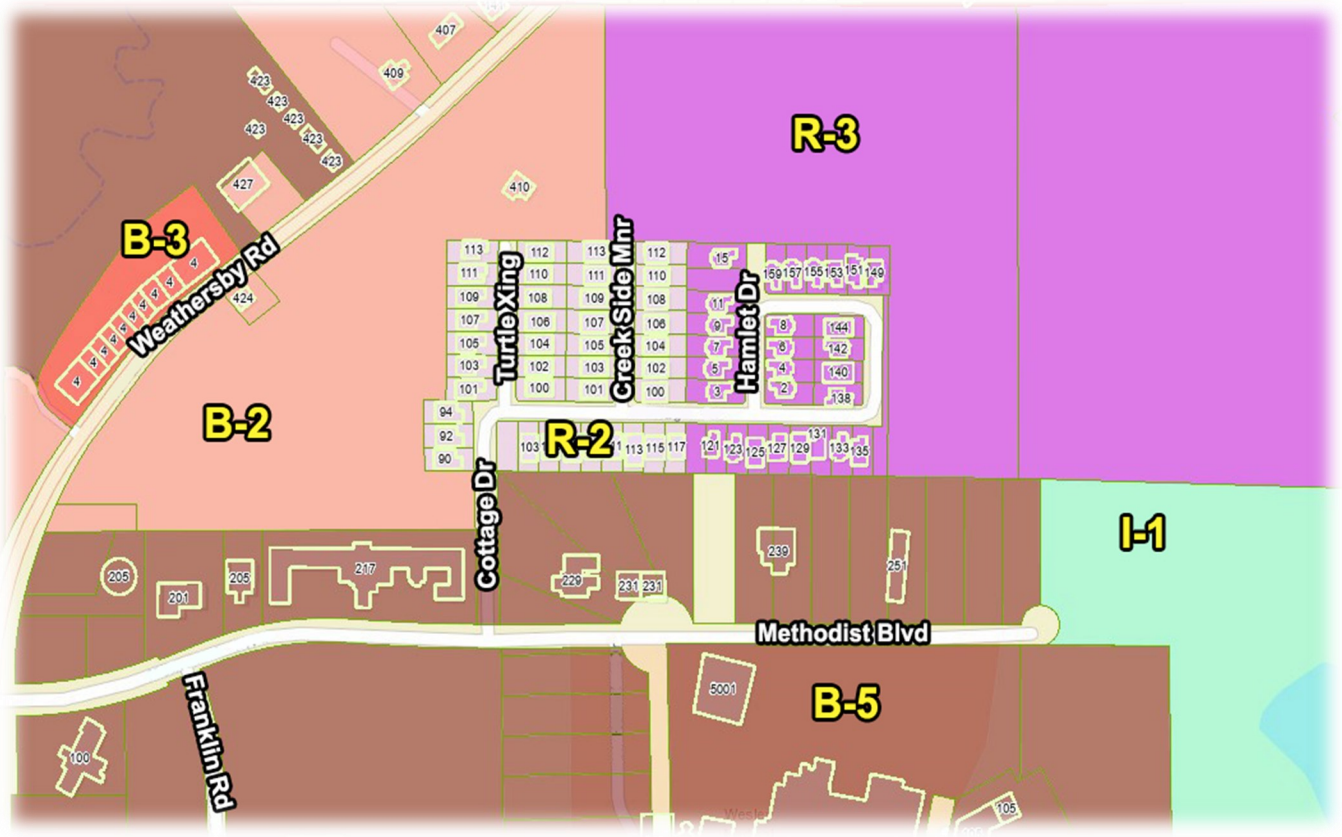
The petitioner requests approval for approval for a preliminary plat for a major subdivision as an extension of The Cottages of Turtle Creek, located on Methodist Boulevard in Lamar County. The extension will be known as "Cottages at Turtle Creek: Phase IV", located in Lamar County, Ward 3. (PPIN 7898, 7899, and 13368; Parcel No.: 051L-11-001.000, 051K-12-006.000, and 051L-11-040.000).



Vicinity Map: Ward 3



Zoning: R-3 and B-2



Site Aerial



Site Aerial

Northern Direction: City Limits



Pictures of The Cottages of Turtle Creek neighborhood

Southern Direction: B-5 Regional Business



Site Aerial

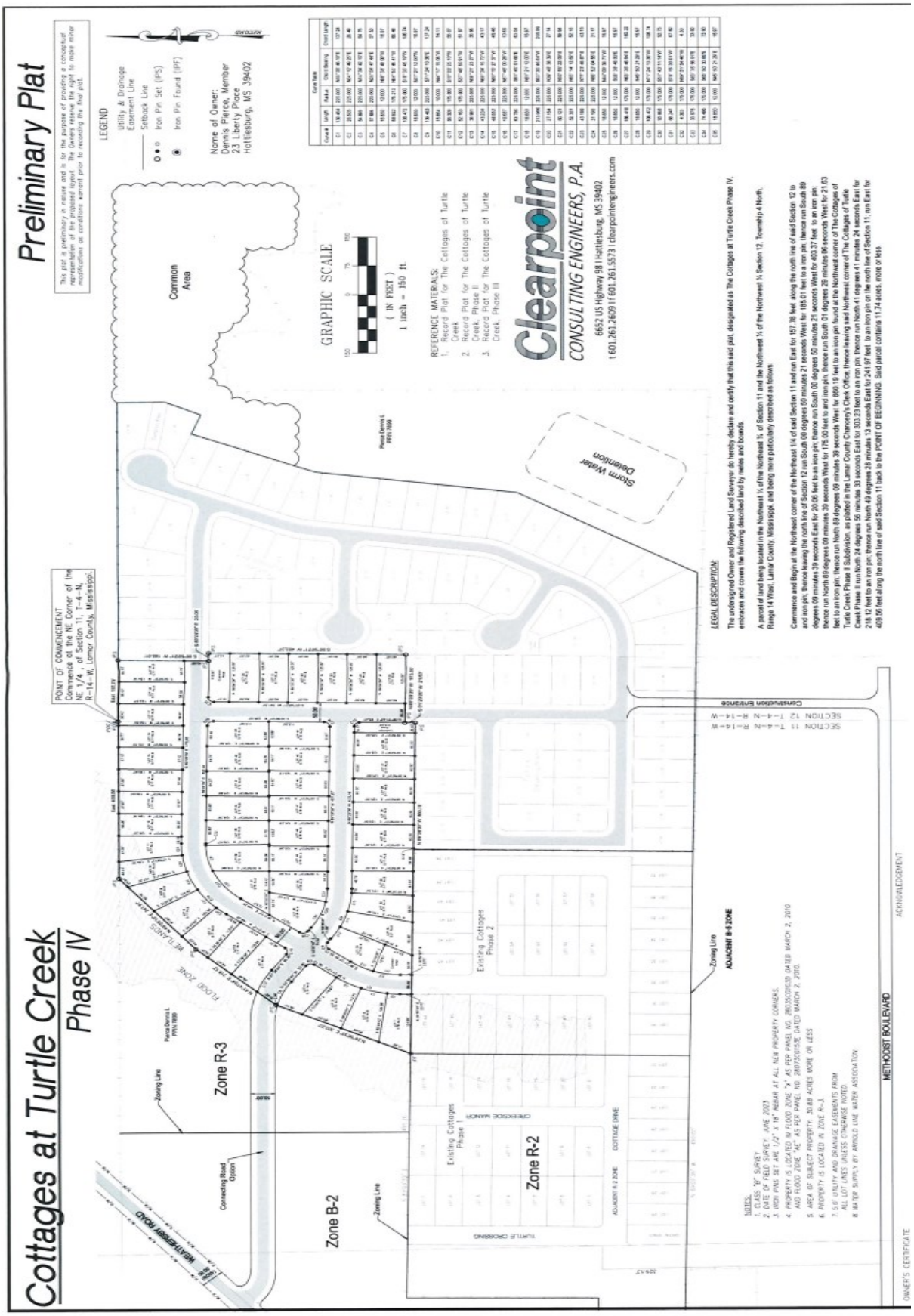
East and Western Directions: B-5 Regional Business







Preliminary Plat



Cottages at Turtle Creek
Phase IV

Preliminary Plat

This plat is preliminary in nature and is for the purpose of providing a conceptual representation of the proposed layout. The Owners reserve the right to make minor modifications as conditions warrant prior to recording the final plat.



LEGEND

Utility & Drainage Easement Line
Setback Line
O ●-⊙ Iron Pin Set (IPS)
● Iron Pin found (IPF)

Name of Owner:
Dennis Pierce, Member
23 Liberty Place
Hattiesburg, MS 39402

GRAPHIC SCALE

(IN FEET)
1 inch = 150 ft.

REFERENCE MATERIALS:
1. Record Plat for The Cottages at Turtle Creek
2. Record Plat for The Cottages at Turtle Creek, Phase II
3. Record Plat for The Cottages at Turtle Creek, Phase III

Clearpoint
CONSULTING ENGINEERS, P.A.
6652 US Highway 98 | Hattiesburg, MS 39402
| 601.261.2609 | 1.601.261.5573 | clearpointengineers.com

Curve Table				
Curve #	Length	Radius	Chord Bearing	Chord Length
C1	78.64	50.00	N51°41'46.31"E	70.80
C2	39.54	25.00	N51°41'46.31"E	35.46
C3	16.86	50.00	N11°41'46.31"E	16.78
C4	23.68	15.00	N51°41'46.31"E	21.32
C5	10.00	1250	N51°24'49.87"E	10.00
C6	85.64	57.41	N50°56'45.21"E	78.16
C7	39.43	17.59	S43°41'37.97"E	32.01
C8	9.80	350	N51°13'09.75"E	9.80
C9	78.40	25.00	N11°41'39.89"E	50.00
C10	9.80	350	N51°13'09.75"E	9.80
C11	39.58	17.66	N51°23'51.09"W	34.07
C12	81.92	57.50	N50°56'45.21"E	75.16
C13	9.80	350	N51°13'09.75"E	9.80
C14	39.58	17.66	N51°23'51.09"W	34.07
C15	9.80	350	N51°13'09.75"E	9.80
C16	39.58	17.66	N51°23'51.09"W	34.07
C17	9.80	350	N51°13'09.75"E	9.80
C18	39.58	17.66	N51°23'51.09"W	34.07

PLEASE TYPE OR PRINT APPLICATION Date: Click here to enter a date.

PUBLIC HEARING APPLICATION

P O BOX 1898 (200 Forrest Street/39401)
HATTIESBURG, MS 39403-1898
Department of Urban Development
545-4599 or FAX (601) 545-1962

RECEIVED JUL 19 2021 BY

PUBLIC HEARING TYPE REQUESTED:

Application for (check all appropriate types):

☐ Variance **(details below)** ☐ Conditional Use **(details below)** ☐ Re-Zoning **(details below)**

☒ Subdividing of Lot, Parcel or Tract ☐ Overlay District

☐ Street or Alley Renaming ☐ Vacating Street or Alley

☐ Planned Mixed-Use District ☒ Planned Residential Development

FOR VARIANCE ONLY:

Check all appropriate variance types:

☐ Sign ☐ Setback (front, side or rear _____) ☐ Off-site Parking

☐ Lot Width ☐ Lot Coverage Area ☐ Buffer ☐ Open Space

☐ Other _____

Land Development Code Section No. _____;

Section No. _____;

Section No. _____;

Staff Information – do not complete

FOR CONDITIONAL USE PERMIT ONLY:

Check Applicable Type:

☐ Automotive filling station ☐ Group facility *or* home ☐ Care Center (type_____)

☐ Digital Billboard, New ☐ Digital Billboard, Replacement ☐ Solar Farm

☐ Restaurant ☐ Telecommunications ☐ Other _____

Land Development Code Section No. _____

Staff Information

FOR RE-ZONING ONLY:

Existing Zoning: _____

Proposed Zoning: _____

Public Hearing Contact Information Form

City of Hattiesburg - Planning Division

***Note**: A Pre-Application submittal must contain a completed application form and a concept plan drawn to scale.*

Pre-Application Date: Click here to enter a date. **Planner:**

Today's Date: Click here to enter a date. June 29, 2023

Project Name:

Proposed Use(s): Residential Subdivision

Project Street Address: Methodist Blvd

PPIN Number(s) (If unknown, can be found on tax receipt):

Parcel Number(s): 051K-12-006.000

Flood Zone(s): **Historic District(s):** N/A

Zoning District(s): R-2 Proposed Cost of the Project: $ 215,000

Project Representative Information

Name: Dennis Pierce

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: 601-264-6800 Fax: Email: Dennis@DennisPierce.com

Mailing Address: 23 Liberty Place, Hattiesburg, MS 39402

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (Specify):

Phone: Fax: Email:

Mailing Address:

Name:

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (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

0 Park, Hattiesburg, MS,
Street Address *City* *State*

on this the 13th day of July, 2023.

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.

Dennis Pierce

on this the 13th day of July, 2023.

Dennis Pierce, Inc
Property Owner (print)

Dennis L. Pierce, Pres
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named

Dennis L Pierce,

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 19th day of July, 2023.

Tabatha A Johnson
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 52763 TABATHA A. JOHNSON Commission Expires June 11, 2027 LAMAR COUNTY

My Commission Expires:

PLANNING COMMISSION & BOARD OF ADJUSTMENT - PETITIONER REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: July 24, 2023 5:00 p.m. (End of business day)

Hattiesburg Planning Commission & Board of Adjustment Meeting Date: September 6, 2023 Time: 1:00 p.m.
(Always the first Wednesday of each month - you or your representative MUST attend)

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 Meeting Date- *(you or your representative should attend)*: _____ Time: 4:00 p.m.
City Council Meeting (Vote) Date - *(you or your representative may attend)*: _____ Time: 5:00 p.m.
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 appeal period for Zoning or Street closing/ re-naming, PMUs, PRDs, PUDs which ends_____. So, if approved by City no final site plan review approvals or building permits could be issued prior to these dates.

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:

✓ Site Diagram (11"x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed buildings, signs, parking areas, etc. *(Different standard may be accepted only per approval from Staff)*

___ Site & Design Review Committee, if needed.

✓ 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.)

✓ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to glowrey@hattiesburgms.com or planning@hattiesburgms.com.

✓ An affidavit (page 3 & 4) attesting that the applicant or representing party (if other than 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 separate document)

___ A letter of approval/denial from all adjoining property owners must be obtained and submitted with application (Variance application only).

___ 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 $ 775.00.

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 Number 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 52 lots
(*see PUD or PRD & zoning \package rate) Or (**see PUD or PRD &Subdivision of Land package)

Planned Unit Development (PUD) or Planned Residential Development (PRD) with Zoning Change package* ---------- $600.00 per package application

225
+ 520
$775

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 (PRD) 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)

Subdividing of Lot, Parcel or Tract Information *(1_page)*

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 11.74 Square Footage/Acres

Lot Area Requirement: 7500

Lot Frontage Requirement: 20' Minimum

Existing use of lot/parcel/tract Undeveloped

To be subdivided into 53 lots/parcels (including parent parcel) – outlined below.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.	See preliminary plat in application					
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

Use extra copies of this form if needed for additional lots.

2. Infrastructure required:

Water/Sewer ✓ Gas ____ Electric ✓ Telephone ____ Cable ✓ Streets ✓

Description of Phase IV

Legal Description

The undersigned Owner and Registered Land Surveyor do hereby declare and certify that this said plat, designated as The Cottages at Turtle Creek Phase IV, embraces and covers the following described land by metes and bounds.

A parcel of land being located in the Northeast ¼ of the Northeast ¼ of Section 11 and the Northwest ¼ of the Northwest ¼ Section 12, Township 4 North, Range 14 West, Lamar County, Mississippi, and being more particularly described as follows:

Commence and Begin at the Northeast corner of the Northeast 1/4 of said Section 11 and run East for 157.78 feet along the north line of said Section 12 to and iron pin; thence leaving the north line of Section 12 run South 00 degrees 50 minutes 21 seconds West for 185.01 feet to a iron pin; thence run South 89 degrees 09 minutes 39 seconds East for 20.06 feet to an iron pin; thence run South 00 degrees 50 minutes 21 seconds West for 403.37 feet to an iron pin; thence run North 89 degrees 09 minutes 39 seconds West for 175.00 feet to and iron pin; thence run South 01 degrees 29 minutes 06 seconds West for 21.63 feet to an iron pin; thence run North 89 degrees 09 minutes 39 seconds West for 860.19 feet to an iron pin found at the Northwest corner of The Cottages of Turtle Creek Phase II Subdivision, as platted in the Lamar County Chancery's Clerk Office; thence leaving said Northwest corner of The Cottages of Turtle Creek Phase II run North 24 degrees 56 minutes 33 seconds East for 303.23 feet to an iron pin; thence run North 41 degrees 41 minutes 24 seconds East for 218.12 feet to an iron pin; thence run North 49 degrees 28 minutes 13 seconds East for 241.97 feet to an iron pin on the north line of Section 11; run East for 409.56 feet along the north line of said Section 11 back to the POINT OF BEGINNING. Said parcel contains 11.74 acres, more or less.

Deed

301

STATE OF MISSISSIPPI

COUNTY OF LAMAR

FILED

2004 SEP 27 PM 12 08

WAYNE SMITH
CHANCERY CLERK

WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable considerations, not herein mentioned, the receipt and sufficiency of all of which are hereby acknowledged, **ASBURY FOUNDATION OF HATTIESBURG, INC.**, a Mississippi not-for-profit corporation, the Grantor herein, does hereby grant, bargain, sell, convey and warrant unto, **DENNIS L. PIERCE**, the Grantee herein, the following described lands, said lands in Lamar County, Mississippi, being more particularly described as follows, to-wit:

A part of the North ½ of the Northeast ¼ of Section 11 and part of the North ½ of the Northwest ¼ of Section 12, all in Township 4 North, Range 14 West, in the City of Hattiesburg, County of Lamar, State of Mississippi and being more particularly described as Beginning at the Northeast Corner of the Northwest ¼ of said Northwest ¼ of Section 12, thence run N88°54'58"E along the North line of the said Northwest ¼ of Section 12 for 81.97 feet; thence run S00°10'35"E for 453.57 feet to a Point on the Centerline of Mixon's Creek, thence run S22°26'15"W along the said Centerline of Mixon's Creek for 56.39 feet; thence run N65°54'52"W along the said Centerline of Mixon's Creek for 19.99 feet, thence run N18°20'18"W along the said Centerline of Mixon's Creek for 38.30 feet, thence run N63°34'40"W along the said Centerline of Mixon's Creek for 37.95 feet, thence run N88°48'52"W along the said Centerline of Mixon's creek for 82.00 feet, thence run N02°49'09"E along the said Centerline of Mixon's Creek for 55.15 feet, thence run N08°47'42"W along the said Centerline of Mixon's Creek for 88.07 feet, thence run N85°35'23"W along the said Centerline of Mixon's Creek for 32.20 feet, thence run S34°06'23"W along the said Centerline of Mixon's Creek for 40.04 feet, thence run S65°18'20"W along the said Centerline of Mixon's Creek for 99.85 feet, thence run S47°49'31"W along the said Centerline of Mixon's Creek for 34.08 feet, thence run N58°59'19"W along the said Centerline of Mixon's Creek for 31.10 feet, thence run N11°27'45"E along the said Centerline of Mixon's Creek for 32.46 feet, thence run N06°47'33"W along the said Centerline of Mixon's Creek for 63.88 feet, thence run N43°26'54"W along the said Centerline of Mixon's Creek for 54.14 feet, thence run N89°21'23"W along the said Centerline of Mixon's Creek for 31.46 feet, thence run S61°05'40"W along the said Centerline of Mixon's Creek for 37.37 feet, thence run N87°17'33"W along the said Centerline of Mixon's Creek for 34.40 feet, thence run S02°37'97"W along the said Centerline of Mixon's Creek for 31.65 feet, thence run S50°21'53"W along the said Centerline of Mixon's Creek for 50.08 feet, thence run

S38°16'03"E along the said Centerline of Mixon's Creek for 45.37 feet, thence run S00°12'15"W for 860.78 feet to a Point on the Northern Line of a Mississippi Power Company Easement, thence run N89°06'37"W along the said Northern Line of the said Mississippi Power Company Easement for 1733.33 feet to the Southeast Corner of the Cottages of Turtle Creek Subdivision, thence run N00°46'34"E along the East Line of the said Cottages of Turtle Creek Subdivision for 574.91 feet, thence run N89°13'40"W along the North Line of the said Cottages of Turtle Creek Subdivision for 495.76 feet, thence run S00°46'46"W along the West Line of the said Cottages of Turtle Creek Subdivision for 399.97 feet to a Point on the West Line of the Northeast ¼ of the said Northeast ¼ of Section 11, thence run N89°13'25"W along the said West Line of the Cottages of Turtle Creek Subdivision for 60.02 feet, thence run S01°07'00"E along the said West line of the Cottages of Turtle Creek Subdivision for 329.26 feet to a Point on the South line of the Northwest ¼ of the said Northeast ¼ of Section 11, thence run N89°37'28"W along the said South Line of the Northwest ¼ of the Northeast ¼ for 912.99 feet, thence run N00°38'53"E for 59.69 feet to a Point on the Southern Line of the said Mississippi Power Company Easement, thence run N89°13'51"W along the said Southern Line of the Mississippi Power Company Easement for 196.14 feet to a Point on the Eastern Right of Way Line of Weathersby Road, thence run N28°57'35"E along the said Eastern Right of Way line of Weathersby Road for 104.83 feet to a Found Concrete Monument on the Northern Line of the said Mississippi Power Company Easement, thence run N27°07'37"E along the said Eastern Right of Way Line of Weathersby Road for 26.78 feet to a Found Concrete Monument, thence run N27°06'33"E along the said Eastern Right of Way Line of Weathersby Road for 19.99 feet to a Found Concrete Monument, thence run N37°18'55"E along the said Eastern Right of Way Line of Weathersby Road for 100.02 feet to a Found Concrete Monument, thence run N42°55'50"E along the said Eastern Right of Way Line of Weathersby Road for 331.74 feet, thence run N53°01'31"E along the said Eastern Right of Way Line of Weathersby Road for 691.81 feet, thence run N48°41'18"E along the said Eastern Right of Way Line of Weathersby Road for 566.54 feet to a Point on the North Line of the said Northeast ¼ of Section 11, thence run N89°41'55"E along the said North Line of the Northeast ¼ of Section 11 for 1193.36 feet to the Northeast Corner of said Section 11, thence run N89°23'21"E along the said North line of the Northwest ¼ of the Section 12 for 644.41 feet, thence run N88°56'17"E along the said North Line of the Northwest ¼ of Section 12 for 658.23 feet to the Point of Beginning, Comprising 75.06 Acres, more or less.

Subject to those certain Subdivision Regulations from the Lamar County Board of Supervisors.

Subject to that certain Assignment of Option Agreement between MDV, LLC as grantor and Flanagan Construction Company and Leslie McInnis Granberry, as Grantees, dated September 4, 2003 and recorded August 13, 2004 in Book 17D at page 197, whereby Grantors assigned an option described in a letter dated July 23, 2003 from Asbury Foundation of Hattiesburg, Inc.

Subject to that certain Temporary Sewer Construction Easement from Asbury Foundation, Inc. to the City of Hattiesburg, dated January 20, 2004 and recorded March 30, 2004 in Book 16W at page 495, Book 16W at page 497, and Book 16W at page 499.

Subject to that certain Right-of-Way Easement from Asbury Foundation of Hattiesburg, Inc. to Pearl River Valley Electric Power Association, dated September 18, 2003 and recorded December 12, 2003 in Book 16R at page 280.

Subject to that certain Access Easement and Right of First Refusal granted by Wesley Health System, Inc. to Wesley Health System, LLC, dated September 1, 1997 and recorded August 29, 1997 in Book 12Y at page 366.

Subject to that certain Sanitary and Sewer Easement from Hercules, Incorporated to The City of Hattiesburg, dated May 2, 1980 and filed of record on May 14, 1980 in Book 6-L at Page 363 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Construction Easement from Hercules, Incorporated to The City of Hattiesburg, dated May 2, 1980 and filed of record on May 14, 1980 in Book 6-L at Page 365 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Easement from C. B. McIntosh to Mississippi Power Company, date May 11, 1930 and filed of record on May 20, 1930 in Book AA at Page 469 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Easement from C. B. McIntosh to Mississippi Power Company, date May 11, 1930 and filed of record on May 20, 1930 in Book AA at Page 480 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way Deed and Construction Easement from Thomas L. Price and wife, Jeanette W. Price to the City of Hattiesburg, Forrest and Lamar Counties, Mississippi, dated August 10, 1994 and filed for record on September 22, 1994 in Book 11-H at Page 658-E in the Office of the Chancery Clerk of Lamar County, Mississippi; said Right of Way Deed and Construction Easement has been re-recorded in Book 11-H at Page 658-J in the above mentioned office.

Subject to that certain Easement from Thomas L. Price and wife, Jeanette W. Price to Bellsouth Telecommunications, dated August 9, 1994 and filed for record on August 22, 1994 in Book 11-G at Page 394 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Easement Agreement from Thomas L. Price and wife, Jeanette W. Price to CAT Partnership, dated August 23, 1991 and filed for record on August 29, 1991 in Book 9-U at Page 293 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way from Mrs. W. H. Weathersby, by R. E. Weathersby by and through Power of Attorney to Pearl River Valley Electric Power Association, dated July 20, 1988 and filed for record on July 27, 1988 in Book 8-Q at Page 561 in the Office of the Chancery Clerk of Lamar County, Mississippi. This Easement is limited to retiring one pole and guy and installing one pole with guys in two different directions.

304

Subject to that certain Right of Way Easement from Mrs. W. H. Weathersby to Pearl River Valley Electric Power Association, dated January 7, 1983 and filed for record on January 24, 1983 in Book 7-A at Page 240 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to that certain Right of Way from Mrs. W. E. Weathersby to Arnold Line Water Association, dated June 7, 1967 and filed for record on June 9, 1967 in Book 4-J at Page 348 in the Office of the Chancery Clerk of Lamar County, Mississippi.

For the same consideration ASBURY FOUNDATION OF HATTIESBURG, INC., successor by change of name to Wesley Health Services, LLC does hereby quitclaim and relinquish it right of first refusal to purchase all or any portion of the above-described property or any portion thereof or interest therein, sold or otherwise transferred by this Warranty Deed. Said right of first refusal originating in that certain Access Easement and Right of First Refusal between Wesley Health Systems, LLC and Wesley Health Systems, Inc. dated August 28, 1997 and recorded August 29, 1997 in Book 12Y at page 366 of the records in the office of the Chancery Clerk of Lamar County, Mississippi.

WITNESS OUR SIGNATURE on this the 24th day of September, A.D., 2004.

ASBURY FOUNDATION OF HATTIESBURG, INC.

BY: W. K. Ray

William K. Ray, President

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, on this 24th day of September, 2004, within my jurisdiction, the within named WILLIAM K. RAY, who acknowledged that he is President of Asbury Foundation of Hattiesburg, Inc., a Mississippi not-for-profit corporation, and that for and on behalf of said corporation, and as its act and deed, he executed the above and foregoing instrument on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

William Scott Phillips
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

WILLIAM SCOTT PHILLIPS NOTARY PUBLIC My Commission Expires April 6, 2008 MARION COUNTY, MS

GRANTOR'S ADDRESS:
Post Office Box 17797
Hattiesburg, MS 39404-7797
(601) 296-3555

GRANTEE'S ADDRESS:
23 Liberty Place
Hattiesburg, MS 39402
(601) 264-6800

Please Index:
Northeast Quarter of the Northeast Quarter and Northwest Quarter of the Northeast Quarter of Section 11, Township 4 North, Range 14 West Lamar County, Mississippi.
And
Northeast Quarter of the Northwest Quarter and Northwest Quarter of the Northwest Quarter of Section 12, Township 4 North, Range 14 West Lamar County, Mississippi.

This Deed Prepared by:
PHILLIPS LAW FIRM, P.A.
326A Second Street
Post Office Box 3
Columbia, Mississippi 39429
(601) 736-9301
C:\mydocuments\deeds\pierce,dennis l 04092578

CHANCERY CLERK LAMAR COUNTY, MISSISSIPPI

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH, CHANCERY CLERK
LD BOOK 14-E PAGE 301
INDEXED ✓ RECORDED ✓ ABSTRACTED
Shirley Bloome D.C.

EXHIBIT A-1

Hattiesburg Planning Commission Meeting

Jackie Dole Sherrill Community Center

September 6, 2023

Response to Petition for approval of plat for Phase IV Cottages of Turtle Creek

Good Afternoon, my name is John Hurt and I am a homeowner in the Cottages of Turtle Creek. I want to thank the Commission for the opportunity to present concerns related to the Phase IV expansion.

The Cottages is an age restricted retirement community of 67 architecturally similar homes occupied by approximately 100 Hattiesburg citizens and voters. The average age is approximately 80 and around 2/3 are women. Many of us have physical limitations but still enjoy getting out and moving about and visiting with our neighbors. Since there are no sidewalks we use the streets. We enjoy a wonderful quality of life that we want to maintain.

For each of the three previous expansions the developers filed a Declaration of Covenants, Conditions and Restrictions which govern developer and homeowner rights and responsibilities.

These three documents include the following declaration, "the primary purpose of these covenants and the foremost consideration in the origin of same has been the creation of a residential community which is **aesthetically pleasing and functionally convenient"**. To paraphrase, that is to say the purpose is to create a quiet and peaceful community with architectural uniformity and easy access to services needed by seniors.

These words were written by the Developers of The Cottages. The Developer of Phase III now wants to expand with a Phase IV. We, the homeowners of the Cottages, many of whom are here today, bought the dream. We bought the dream of a quiet, peaceful community in which to live out our senior years. Now we just want the Developer to honor the commitment made in the Covenants as to the creation and maintenance of a quiet, peaceful and safe community.

Concerns with Phase IV

We are concerned about construction and residential traffic.

Our position is that construction traffic must not be permitted to use the existing Cottages streets. Not only would it be noisy and dangerous for our elderly homeowners it will damage the recently paved streets, in addition to impeding normal traffic flow on our

.We are here as residents of Cottages Of Turtle Creek to voice our opposition and concerns about the building of additional houses adjacent to our current neighborhood. We are a neighborhood composed of 64 Single family homes with a fence surrounding our neighborhood.

Each of our residents chose to purchase our homes in this neighborhood for the following reasons. This is an over 55, quiet, separate, and tranquil and one entry/exit neighborhood. All of our residents are elderly and some are disabled. We desire to keep our neighborhood identity as it is now, fully surrounded by fencing. The current speed limit in our neighborhood is 20 mph. We are limited to a single entrance/ exit. Should an emergency ever arise we would be limited to no more than 64 cars exiting the neighborhood.

We have the following objections:

1. We strongly oppose the developer using any of our current streets for entry & exit of construction vehicles, machinery and workers' vehicles. In the past the developer used our streets causing them to deteriorate and be dangerous. The developer has access to the proposed development via Weathersby Road, bypassing our neighborhood.

2. Hamlett Drive, Turtle Crossing and Creekside Manor should NOT be opened to through traffic. There is currently one entrance/exit to serve 64 residences, visitors and delivery and service vehicles to/from Cottages of Turtle Street. To open one or all of said streets will cause traffic congestion and impede traffic flow. Should there ever be an emergency necessitating the evacuation of our neighborhood, it would be impossible for all residents of the current neighborhood and additional residents of the proposed neighborhood to safely leave the general area.

3. Our neighborhood does not have sidewalks. Residents often walk on the street for exercise. Some use walkers. It would be dangerous for motor vehicles use the streets while elder are walking on those streets.

4. The developer should be required to take the necessary steps to cause the new development to be designated as a retirement community comprised of only ownership by persons 55 years or older.

5. We request that the developer's current property to the north and east of the presently built subdivision be rezoned from its present designation to a zonng designated to allow only single family residences as multi-family dwellings such as apartments because the overwhelming number of current residents do not want multi-family dwellings to be constructed on adjoining property. Multi-family buildings would create an area congested, dirty and noisy.

6. The Cottages Homeowners Association owns the green spaces in the neighborhood as shown on the recorded plats. The residents and Homeowners Association specifically deny the developer permission to cross our green spaces.

7. We specifically reserve and retain our right to keep all fencing around our neighborhood and should any fencing be damaged or destroyed, the developer should be required to restore said fencing with the same fencing material in the same manner as it now exists.

8. Because we only have one entrance/exit we request that no streets be opened into our neighborhood. To do otherwise would cause many hazards to our residents and their vehicles. Residents of the new development should have no right to clog our neighborhood streets, particularly because we only have one entrance/exit.

9. Should the Planning Commission choose to ignore the concerns of the current residents and allow the opening of Hamlett Drive., Cottage Drive and/or Turtle Crossing, we request that such street(s) be opened only after the completion and cleanup of the new streets and houses.

10. Because our neighborhood is composed of all current phases of Cottages of Turtle Creek and has signs indicating thus, we respectfully request the the developer not be allowed to use the said name for its new development.

Copy for Hattiesburg Planning Commission

August 28, 2023

DENNIS PIERCE, INC.

Cottages at Turtle Creek HOA Board
and Current Residents

To whom it may concern:

I recently learned of some arising concerns regarding the new phase of the Cottages at Turtle Creek. In summary, there are some fears revolving around home values and loss of the intimacy, exclusivity, and safety of the Cottages as it currently exists. I would like to address these issues.

An issue arising now and during the last effort to develop the next phase was the lack of a construction entrance as well as increased construction traffic. During this next phase, we will be using a construction entrance located off Methodist Boulevard for development and construction traffic. This will hopefully minimize or eliminate unnecessary traffic throughout the subdivision. We are also working with the city to add an additional permanent entrance after the next phase is completed.

Regarding property values in the neighborhood, we do not foresee this being an issue. As you know, there is an extremely high demand to live in your neighborhood. The reasons for this desirability have very little to do with the inventory of homes. During the time we were constructing homes in Phase III, the turnover throughout the subdivision remained virtually the same. Existing homes were selling more often and faster than the new ones. There is a large majority of buyers that cannot afford to purchase a newly built home. This may be attributed to a number of reasons including fixed incomes, high building costs, or high interest rates.

There are also some negative consequences of doing nothing with the land surrounding the subdivision. Hattiesburg's growth remains very rapid. The land surrounding the Cottages is currently zoned R-3, which is multifamily residential. The definition of R-3 reads:

> "The purpose of the R-3 District is to permit medium and high density residential uses including gmulti-family, two-family, and single-family structures 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 residential neighborhoods with only compatible supporting institutional uses and open space."

Not continuing the development of the Cottages leaves the possibility open for less desirable developments. Along these same lines, we owe close to $993,000 on the surrounding land as well as interest and property tax payments. While an indefinite 65.8 acre buffer does sound appealing, sitting on the property is not a sustainable business decision. The only alternative to developing the land is to sell to the HOA, or sell to a buyer who would possibly have any number of unpredictable plans that could certainly adversely affect your property values.

While we understand change and growth can be uncomfortable, we also understand the drawbacks to avoiding it. In real estate, we are taught to sort out the "highest and best use" of a property. Some could argue the acreage surrounding you would be most profitable filled with apartments, which is probably true. However, our vision of the "highest and best use" of the acreage surrounding the Cottages is to expand on what you already know to be true: the high demand and desire to be a part of the wonderful community of the Cottages at Turtle Creek.

Thank you for your time,

Dennis L. Pierce
President

September 5, 2023

RE: The Cottages of Turtle Creek, Potential Expansion

To Whom It May Concern:

I had my home built in The Cottages in the summer of 2009. When choosing a lot, I was interested in a safe and quiet community of older adults. The Cottages was a perfect fit as I work at Merit Health Wesley. I was concerned about the surrounding land development prior to committing to the purchase, but was assured when I picked my lot that "There will not be a Phase III". I was also assured there would not be multi-family housing, a fast food restaurant, a gas station, or other business in the neighborhood or in the surrounding land. I was told that the one exit in and out would remain in place and that further expansion would not occur.

We have a pedestrian community at The Cottages. Construction vehicles and personnel may jeopardize their safety. The ingress and egress would change and open us up to more community traffic. Additional homes in The Cottages changes the character of our community and will be detrimental to those of us who have purchased there in good faith that it would remain as is.

The integrity of our community is in jeopardy if this proposal passes. The concerns expressed when Mr. Pierce wanted to expand The Cottages 10 years ago are still in play. The community does not want this expansion to go through as planned.

Sincerely,



Kathleen A. Messenger, M.D.
144 Cottage Drive
Hattiesburg

Hattiesburg Planning Commission

Jackie Dole Sherrill Community Center

September 6, 2023

The Cottages is an age restricted retirement community of 67 homes occupied by over 90 Hattiesburg citizens and voters. We are interested in maintaining the quality of life we currently enjoy.

For each of the three previous expansions, the developers have filed Declaration of Covenants, Conditions and Restrictions which govern developer and homeowner rights and responsibilities.

Each of these three documents contain the following declaration, "the primary purpose of these covenants and the foremost consideration in the origin of same has been the creation of a residential community which is **aesthetically pleasing and functionally convenient"**. To paraphrase, to create a quiet and peaceful community with architectural uniformity and easy access to services needed by seniors.

These words were written by the Developer of The Cottages. These same Developer is now wanting to expand and open Phase IV. The homeowners of the Cottages, many of whom are here today just want the Developer to honor the commitment made in the Covenants as to the creation and maintenance of a quiet, peaceful and safe community. This quality of life is important as over half of our residents are over 80. Most are retired and spend the day at home and visiting with their neighbors in The Cottages.

Our concerns are zoning, access and proposed covenants.

Zoning

Cottages is currently zoned as R2, for single family residential construction. The Phase IV expansion is zoned R3, allowing multi-plex family dwellings. Since Phase IV is adjacent to and is someday to be connected to the current Cottages streets the zoning should be R2. Any higher density zoning would create significant traffic problems.

Access

We are concerned about access both for construction and normal residential traffic.

Construction traffic must not be permitted to use the existing Cottages streets. Not only would it be noisy and dangerous for our elderly homeowners it also will damage the recently paved streets, in addition to impeding normal traffic flow. Construction traffic must use the Weathersby Road entrance or the planned alternate entrance off of Methodist Blvd.

Normal traffic flow to the Phase IV should also use the Weathersby Road entrance. It will likely be more convenient and faster than winding through the existing Cottages streets. This can be accomplished by continuing the blocked off access to the Cottages streets until the Phase IV is substantially completed.

We are sure the new Phase IV will be marketed as an aesthetically pleasing functionally convenient community. That is fine, we the homeowners of the earlier Phases just do not want to lose our safe, peaceful community in the process.

Proposed Covenants

Existing Cottages of Turtle Creek covenants define the subdivision as a Retirement Community restricted to age 55 or older. If the expansion uses the same name "Cottages of Turtle Creek" it should have the same age restrictions and architectural guidelines.

Thank you for your attention to our concerns.

Cottages of Turtle Creek Homeowners unable to attend,

[illegible] Stewart	111 Turtle Crossing
Barbara Stewart	111 Turtle Crossing

Hattiesburg Planning Commission

Jackie Dole Sherrill Community Center

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Cottages of Turtle Creek Homeowners unable to attend,

Marsha Harder	110 Turtle Crossing
Margaret Blair	107 Turtle Crossing
Jerry Buckley	103 Cottage Drive
Linda Whitson	111 Cottage Drive
Judy Phillips	110 Creek Side Manor
Jan Phillips	110 Creek Side
Beth Hall	112 Creek Side Manor
Valarie S. Swinney	133 Cottage Drive
Carmen B. Curry	113 Cottage Drive
Jerry C. Jones	155 Cottage Drive
Betty Thomas	113 Cottage Dr.

Alan L. Sorenson 4 Hamlett	Antonio Tan 2 Hamlett R
Fay E. Sorenson 4 Hamlett	Janie G. Tan-Qiu " "
Bert M Williams	15 Hamlett
Roger L. Smith	9 Hamlett

EXHIBIT A-2

Hattiesburg Planning Commission Meeting

Jackie Dole Sherrell Community Center

March 6, 2024

Response to Petition for approval of plat for Phase IV Cottages of Turtle Creek

Good Afternoon, my name is John Hurt and I am a homeowner in the Cottages of Turtle Creek. I want to thank the Commission for the opportunity to present concerns related to the Phase IV expansion.

The Cottages is a 55+ retirement community of 67 homes occupied by approximately 100 Hattiesburg citizens and voters. The average age is approximately 80 and around 2/3 are women. Many of us have physical limitations but still enjoy getting out and moving about and visiting with our neighbors. Since there are no sidewalks we use the streets. We enjoy a wonderful quality of life that we want to maintain.

The developers of The Cottages stated they wanted to create a community that is **"aesthetically pleasing and functionally convenient"** in other words, a quiet peaceful community with architectural uniformity and access to services needed by seniors.

We have concerns with the Phase IV expansion.

Our position is that construction traffic not be permitted to use the existing Cottages streets. Hamlett Drive is narrow and never built for use as a main street. If opened for access to the new subdivision, on street parking will cause safety problems. Since there are no sidewalks our homeowners must walk the street for leisure and exercise. Negotiating around parked cars with oncoming traffic would be dangerous for our elderly members. Increased movement of heavy vehicles will damage the recently paved streets and impede normal traffic flow. Construction traffic must use the proposed Weathersby Road entrance or the planned construction entrance off Methodist Blvd.

As to residential traffic, our experience is that people who do not live in The Cottages tend to ignore the 20 mph speed limit. Added traffic would only aggravate the situation.

Another unfortunate result of increased traffic is increased crime. Because of our small neighborhood with no through traffic and a low public profile we enjoy enhanced security. Added traffic would increase the exposure of The Cottages to the larger community and with that a likely increase in crime.

Residential traffic should also use the Weathersby Road access. There should be no access thru Hamlett Drive or any of the other Cottages streets now or in the future.

The added traffic is not only dangerous and noisy but also results in lower real estate values. A comprehensive study (Exhibit A) documents the impact high traffic volume

has on single family home prices. The study finds that home prices can be significantly impacted by increased traffic flow and on average the discount in price is over 8% for a home fronting or adjacent to a high traffic street versus a home on a low traffic street. The study also concludes there is a 2% discount for each doubling of traffic flow.

Assuming the average home in the Cottages is worth $275,000 the loss in value at 8% is $22,000, or for the entire subdivision of 67 homes the loss would be almost $1.5 million. Using reasonable estimated increased traffic and the 2% for each doubling of traffic yields a 10% decrease in home values, a total of loss in value of over $1.8 million.

Regardless of how the calculation is made this would be a significant loss for the homeowners. Cottages homeowners could incur over $1.5 million in lost value and the developer could save a few thousand $ in construction costs. This is a good deal for the developer and a really bad one for the homeowners.

In addition, we feel the opening of Hamlett Drive violates boundaries of The Cottages as defined in the Declaration of Covenants, Restrictions and Conditions filed by the developers and recorded by the Chancery Clerk. The Covenants state the boundaries are not to be changed or compromised in any way by future development without consent of a majority of the homeowners within the subdivision. This consent has not been given.

In closing, the planned development must not use the name "Cottages of Turtle Creek" as that would imply some connection with the existing development.

The new Phase IV development will likely be marketed as an aesthetically pleasing functionally convenient community. That is fine; we the homeowners of the earlier Phases just do not want to lose our quiet, safe and peaceful community in the process.

Thank you for your time and attention.

V3

ScienceDirect

Transportation Research Part D: Transport and Environment

Volume 17, Issue 4, June 2012, Pages 317-320

Notes and comments

Surface street traffic volume and single-family house price

James E. Larsen ✉

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https://doi.org/10.1016/j.trd.2012.01.004

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Abstract

This study investigates the relationship between surface street traffic volume and single-family house prices in a relatively small city in the US. Hedonic price models are estimated using data from 9670 transactions that occurred between January 1998 and March 2011. It is discovered that parcels fronting or adjacent to a high-traffic street sell, on average, at an 8.1% discount compared to similar parcels that are not so situated. Restricting the analysis to parcels on or adjacent to a high-traffic street, house price and traffic volume are found to be negatively related; a doubling of volume from any particular traffic count, ceteris paribus, reduces selling price by an average of 2.1%.

Highlights

► We analyze data from 9670 transactions that occurred between 1998 and 2011 in Kettering, Ohio. ► We find the traffic volume is capitalized into single-family house prices. ► Houses on high-traffic streets found to sell for 8.1% less on average than houses on low-traffic streets. ► House prices on high-traffic streets falls by 2.1% each time traffic count doubles.

EXHIBIT
A

Introduction

There is a general acceptance among researchers using empirical data that noise from vehicular traffic negatively impacts the value of nearby residential properties. Many of the studies included in the extant literature employed hedonic regression and focused on the value effect associated with close proximity to a

limited access highway. Recent examples include a study by Wilhelmsson (2000) of single-family houses in Sweden, a study by Theebe (2004) of properties in the Netherlands, a study of residential units in Korea done by Kim et al. (2007), and most recently, a study focusing on condominiums in Germany conducted by Brandt and Maennig (2011).[1] These (and similar) studies are important, in part, because they inform planners and other place managers about an important hidden cost associated with urban development.

Noise, however, is not the only negative externality that vehicular traffic may impose on nearby residential properties. Other undesirable elements associated with increased traffic volume, most of which would be extremely localized in nature, include increased litter, air pollution, unwanted light at night, and collision with property, people and animals. In addition, these negative externalities are not limited to highways designed to accommodate high-speed traffic. The present study will demonstrate that traffic volume on local surface streets may impose costs, in the form of reduced selling price, on the owners of single-family houses situated on or adjacent to those streets.

Section snippets

Data

The study area is the city of Kettering, a suburb of Dayton, located in southwestern Ohio. There are 250 miles of surface streets within the 18.7 square miles that comprise Kettering. The population of Kettering declined slightly over the study period. In 2010, the population was 56,163 (down 2.3% from 57,502 in 2000) and it contained 27,602 housing units (92.1% of which were occupied). Kettering differs from the study areas mentioned in the opening paragraph of this paper in several important...

Methodology

To determine whether the houses on or adjacent to a high-traffic street sold for significantly different prices than similar houses which were not so situated, Eq. (1) which is comprised of variables typically included in a hedonic regression, was estimated using the program PROC REG, available on SAS (2004).

$$\begin{aligned}\mathrm{PRICE} = {} & \alpha + \beta_1 \mathrm{HIGH} + \beta_2 \mathrm{AGE} \\ & + \beta_3 \mathrm{BATH} + \beta_4 \mathrm{BED} + \beta_5 \mathrm{COND} \\ & + \beta_6 \mathrm{FIRE} + \beta_7 \mathrm{LOT} + \beta_8 \mathrm{SQFT} \\ & + \beta_9 \mathrm{AIR} + \beta_{10} \mathrm{BRICK} + \beta_{11} \mathrm{FULL} \\ & + \beta_{12} \mathrm{NONE} + \beta_{13} \mathrm{OWN} + \beta_{14} \mathrm{FALL} \\ & + \beta_{15} \mathrm{WINTER} + \beta_{16} \mathrm{SPRING} + \\ & \sum_{i=17}^{29} \beta_i \mathrm{YR} + \varepsilon\end{aligned}$$

where PRICE is the transaction price, α is the...

Results

Examination of the first numerical column in Table 2, where the regression results for Eq. (1) are summarized, will reveal that the data fits the model well. The F statistic is highly significant, the adjusted R^2 indicates that the model explains 82.9% of the variation in the response variable, and all but two of the 29

Traffic Increase Impact calculations for The Cottages at Turtle Creek

Note: Yellow highlighted fields are manual entries. All other numbers are automatically calculated.

	Zoning	# of Homes	Vehicles per Home	Total Vehicles	% of Residents that Depart each Day	Resident Departures per Day	Resident Returns per Day	Resident Daily Traffic estimates	Weekly total (daily x 7)
The Cottages at Turtle Cre	R2	67	1.5	101	55%	55	55	111	774
Phase IV	R3	56	2.5	140	80%	112	112	224	1568
Combined Traffic Estimates		123		241		167	167	335	2342

Postal Service Daily	Postal Service Weekly	Trash Pick up weekly	Debris Pick up Weekly	Amazon / UPS	Guests Weekly
67	402	1	1		
56	336	1	1		
123	738	2	2	0	0

Current # of homes impacted by opening Hamlet and Traffic Estimates		28	1.5	42	55%	23	23	46	323	A
Phase IV	R3	56	2.5	140	80%	112	112	224	1568	B
The Cottages entrance homes (Cottage Dr and Hamlet) residents plus Phase IV								270	1891	C

B / A represents the increase of traffic for those homeowners on Cottage Drive at the entrance of The Cottages and those homeowners on Hamlet

B / A =	4.85	D

Traffic on Cottage Drive and Hamlet will increase by this many times.

Calculation 1		Negative High Traffic Impact Factor (from Study)	Negative Impact	Adjusted Home Value
The Cottages average Home price	$ 275,000	8.1%	$ 22,275	$ 252,725

Number of homes in The Cottages directly	Total Value impact
28	$ 623,700

Total homes in The Cottages	Total home value impact
67	$ 1,492,425

From the Transportation Research, house prices on high-traffic streets falls by 2.1% each time traffic count doubles.

Double Traffic Count negative Home Value impact factor (From Study)	2.10%	
Phase IV impact	4.85	D
	10.2%	E

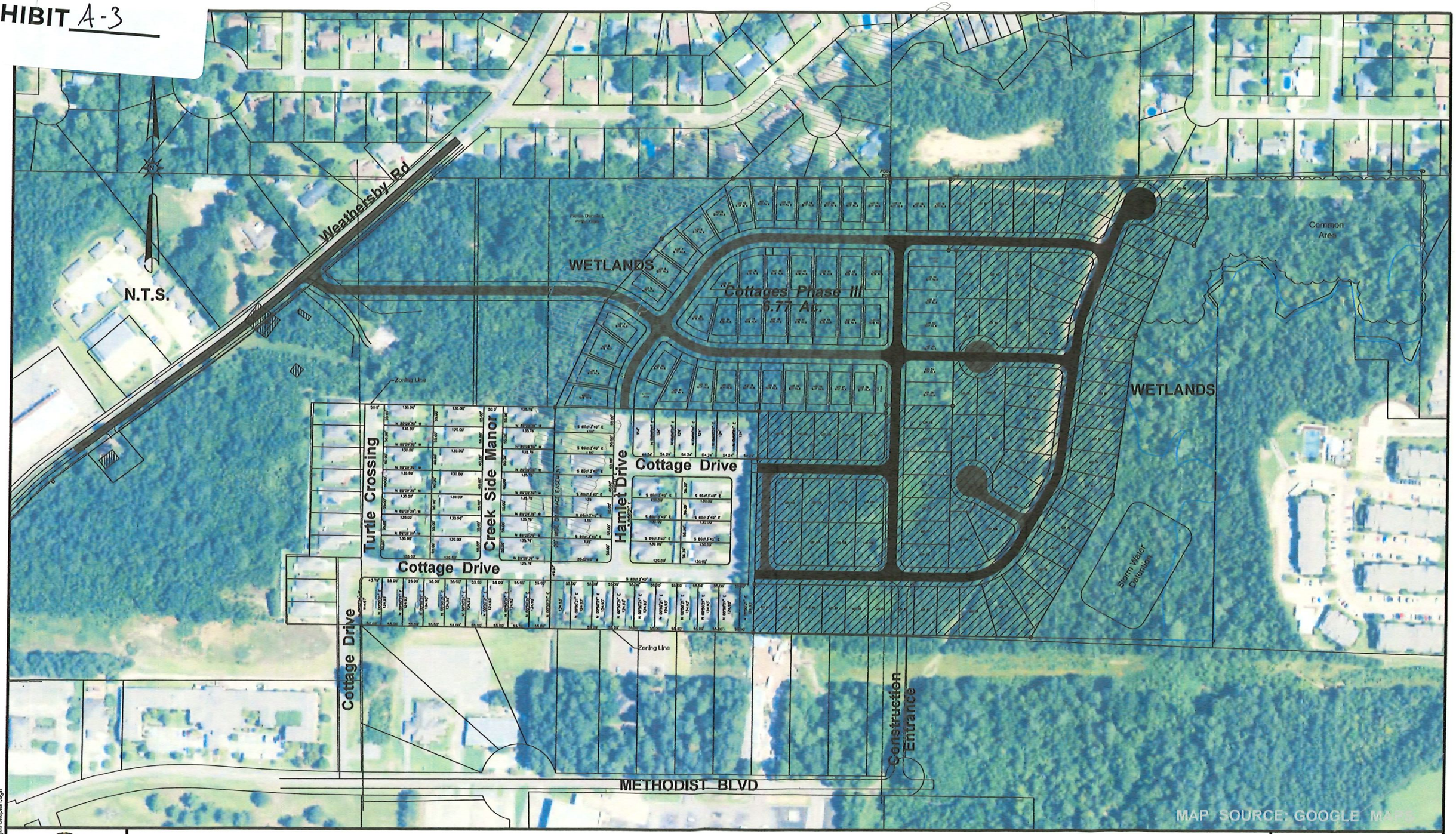
(E = Phase IV traffic increase x 2.1%)

Calculation 2		Negative High Traffic Impact Factor E	Negative Impact	Adjusted Home Value
The Cottages average Home price	$ 275,000	10.2%	$ 28,000	$ 247,000

Number of homes in The Cottages	Total Value impact
28	$ 784,000
Average of	$ 703,850

Total homes in The Cottages	Total home value impact
67	$ 1,876,000
	$ 1,684,213

EXHIBIT A-3



C:\Kiser\CADD\#227 Cottages\site\siteplan.dgn

KISER
TRAFFIC AND
ENGINEERING

SITE PLAN

FIGURE
2

EXHIBIT A-0

KISER
TRAFFIC AND
ENGINEERING

Kiser Traffic and Engineering, LLC
P.O. Box 2441
Madison, MS 39130
601.720.0262

March 4, 2024

Mr. Dennis Pierce
Dennis Pierce, Inc.
23 Liberty Place
Hattiesburg, MS 39402

Re: Traffic Analysis for the Proposed Phase IV residential development in Hattiesburg, MS

Dear Mr. Pierce:

Per your request, Kiser Traffic and Engineering has conducted an analysis of the proposed residential development in Hattiesburg, MS, north of Methodist Blvd and east of Weathersby Road. This letter is intended to provide traffic analysis information regarding the development of Phase IV of the residential single family homes. Development of the project site is planned to include 52 single family homes. Access to the site is proposed to include one new access roadway extending west to intersect Weathersby Road ±2,000 ft north of Methodist Blvd, and internal connections to Cottage Drive and Hamlet Drive to access Methodist Blvd. The location of the project site is shown in **Figure 1-Vicinity Map**. The project site plan is provided in **Figure 2-Site Plan**. The graphics referenced in this letter are provided as attachments.

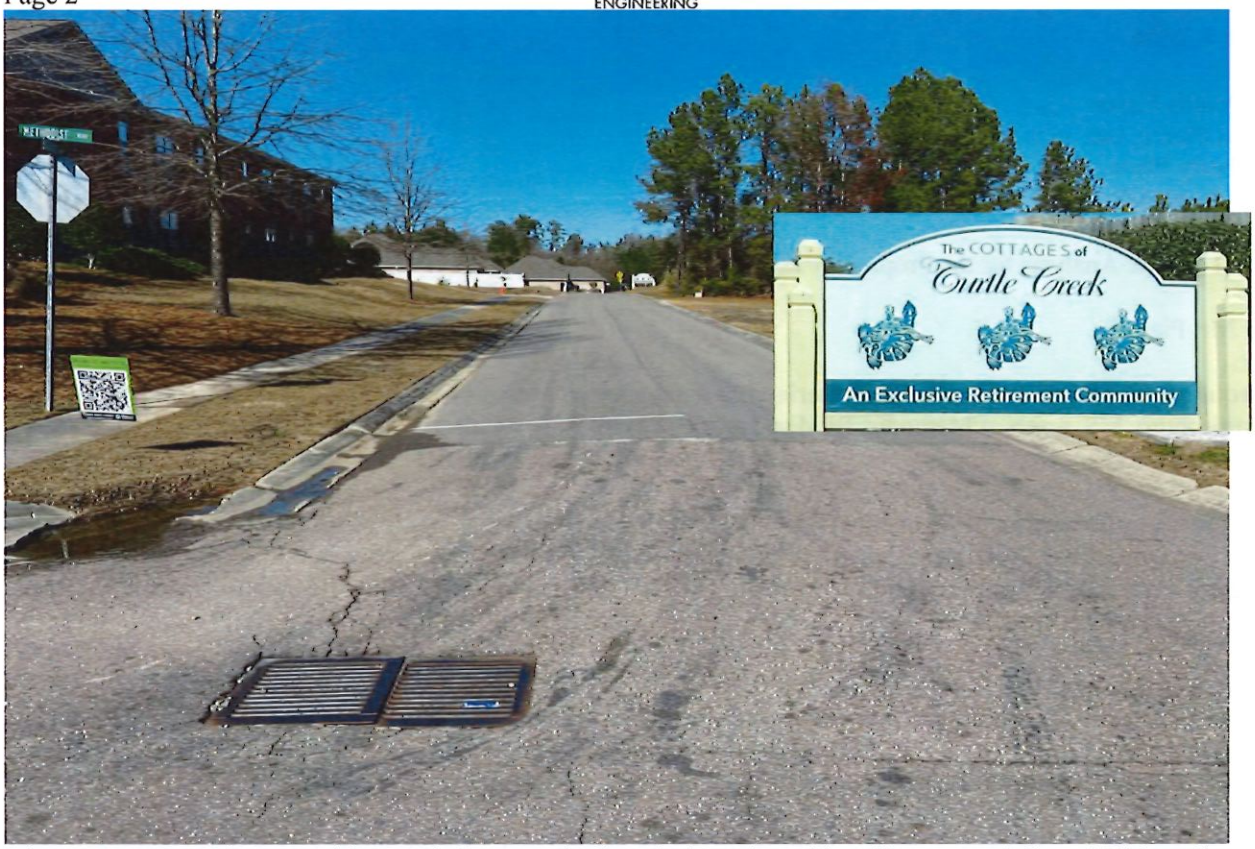
Existing Conditions

A field inventory of the project site was conducted to document the existing conditions of the site and traffic control within the project limits. All of the roadways within the study area are classified as local roads within the FHWA Functional Classification System.

The cross section of Methodist Blvd is 2 lanes with 26 ft of asphalt and 2 ft curb/gutter on the north and south sides of the roadway and street lighting. A 4 ft sidewalk extends west of Cottage Drive, along the north side of Methodist Blvd, offset by ±6 ft behind the curb. The posted speed limit is 20 mph on Methodist Blvd. There is a sidewalk ramp in the northwest quadrant of the intersection of Methodist Blvd with Cottage Drive. The sidewalk ramp has been damaged and is broken and has no truncated domes. The intersection is an All-Way Stop controlled intersection, however, the "All-Way" plaques are not provided below the Stop signs. The Stop line for southbound traffic at the Cottage Drive intersection with Methodist Blvd appears to have faded and is recommended to be restriped. Per the MUTCD, Stop lines should be 12"-24" in width. Cottage Drive extends north of Methodist Blvd with 23 ft of asphalt and 2 ft roll curb on each side. Cottage Drive provides access to *The Cottages of Turtle Creek* subdivision.



Right: Looking east on Methodist Blvd at Cottage Drive.



Above: Cottage Drive – Looking north from Methodist Blvd. Broken sidewalk ramp on left, and 3" Stop line.
Below: Methodist Blvd – Looking west at Cottage Drive intersection.



Weathersby Road is a 5-lane roadway extending north of US Hwy 98. The cross section includes 60 ft of asphalt with 2.5 ft curb/gutter on each side. The cross section narrows from 5 lanes to 2 lanes north of Methodist Blvd. The intersection of Weathersby Road with Methodist Blvd is a signalized intersection that also includes the north/ south approaches of the Turtle Creek Mall Road. The posted speed limit on Weathersby Road is 35 mph in the vicinity of the project site.

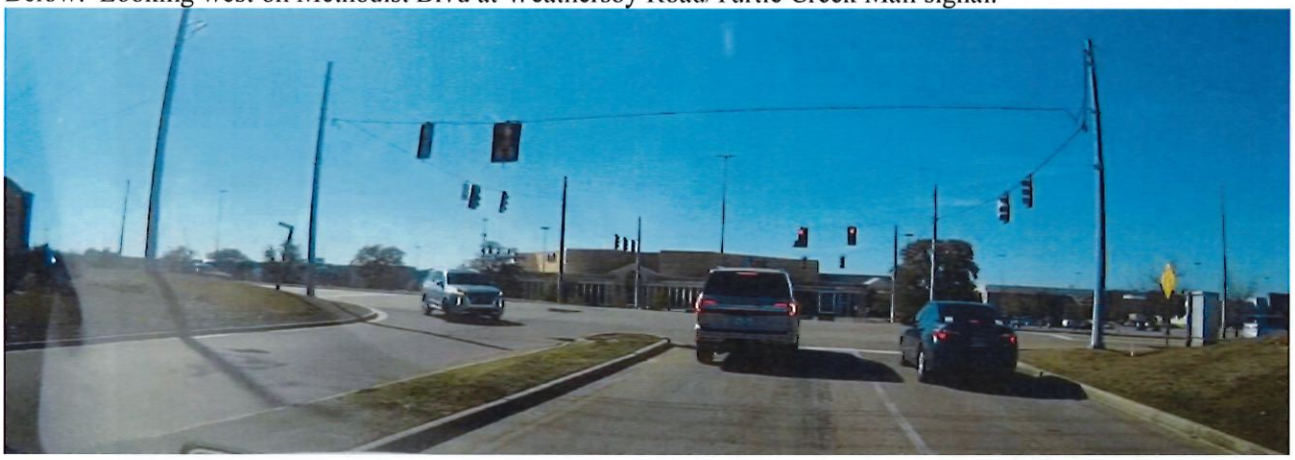


Above: Looking north on Weathersby Road at N. Mall Entrance/transition to 2-lanes.
Below: Looking south on Weathersby Road at Methodist Blvd signalized intersection.





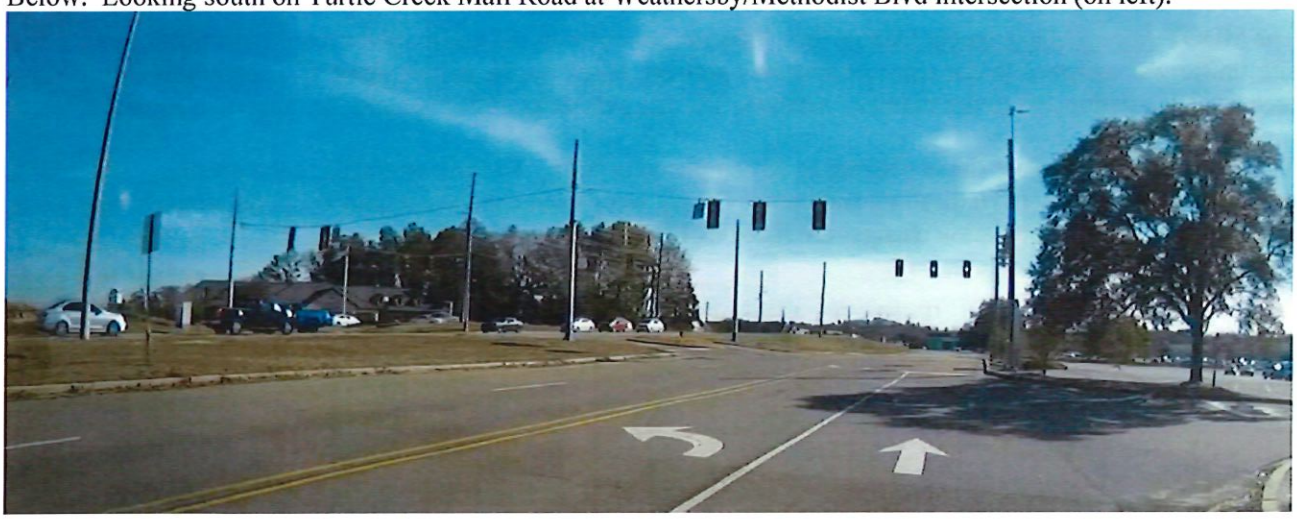
Above: Looking north on Weathersby Road toward Methodist Blvd signal.
Below: Looking west on Methodist Blvd at Weathersby Road/Turtle Creek Mall signal.



The traffic signal has 5 approaches. The signal phases include: Westbound Methodist Blvd, North/South protected left turns from Weathersby, North/South thrus w/ permissive left turns from Weathersby, southbound Turtle Creek Mall road lefts and thrus, northbound Turtle Creek Mall road thrus and rights.



Above: Looking north on Turtle Creek Mall Road at Weathersby/Methodist Blvd intersection (on right).
Below: Looking south on Turtle Creek Mall Road at Weathersby/Methodist Blvd intersection (on left).



A 12 hour turning movement traffic count was conducted at the Cottage Drive/Methodist Blvd intersection and at Weathersby/N. Mall Drive on 1/30/24. A peak hour count was conducted at Weathersby/Methodist Blvd/Turtle Creek Mall Drive from 7-9 AM and 4-6 PM. The 2024 existing peak hour traffic volumes adjacent to the site are shown in **Figure 3**. The Weathersby signalized intersection has 5 approaches, thus making the movements/signal phasing more complex.

Trip Generation/Assignment

The trip generation characteristics of the proposed single family homes were calculated using the Institute of Transportation Engineers (ITE), Trip Generation, 11th Edition. The results of the trip generation calculations are shown in **Table 1**.

Table 1 - Trip Generation

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Single Family Homes	52 D.U.	553	41	11	30	54	34	20

Daily Traffic Generation
Single Family Homes [ITE 210] = Ln(T) = 0.92*Ln(# D.U.)+2.68
AM Peak Hour Traffic Generation
Single Family Homes [ITE 210] = Ln(T) = 0.91*Ln(#D.U.)+0.12; (26%in/74%out)
PM Peak Hour Traffic Generation
Single Family Homes [ITE 210] = Ln(T) = 0.94*Ln(#D.U.)+0.27 ; (63%in/37%out)

Source: Kiser Traffic and Engineering, LLC. ITE Trip Generation, 11th Edition.

The MDOT Access Management Manual lists 100 peak hour trips as the threshold for requiring a traffic study. The site traffic was assigned to the adjacent roadway network based on the demographic distribution of surrounding area and the existing and future roadway network. The site generated traffic volumes are shown in **Figure 4**.

The buildout of the project site is planned to be completed in 2025. To forecast traffic to the opening year (2025), the census data for City of Hattiesburg and Lamar County were researched to compare the population changes since 1990. The historical population changes are listed in **Table 2**.

Table 2 - Historical Population Changes

Location	Population by Year				1990-2020 Percent Change	2010-2020 Compound Annual Growth
	1990	2000	2010	2020		
Lamar County	30,424	40,211	56,109	64,165	111%	1.4%
Hattiesburg	45,221	45,246	45,782	47,275	5%	0.3%

Source: US Census.gov, Kiser Traffic and Engineering, 2024.

Lamar County shows significant growth from 1990 to 2020, but a lower population growth (1.4% annually) in the last 10 years. Traffic volume trends were researched on US Highway 98 through MDOT daily traffic volume records. The MDOT historical count information east and west of the project site was obtained. The daily volume information from the count sites is summarized in **Table 3**.

Table 3 – Historical Daily Traffic Volumes by Year

Roadway	Count Year				
	2017	2018	2019	2021	2022
Hardy St – E of Weathersby	51,000	52,000	52,000	53,000	52,000
Hardy St – W of Weathersby	39,000	38,000	38,000	36,000	36,000

Source: MDOT 2024. Count location #370133 & #370130. Kiser Traffic and Engineering, 2024.

Based on MDOT's traffic records, the daily traffic volumes on US Highway 98 east and west of the site have either decreased or remained unchanged between 2021 and 2022. Existing traffic (2024 non-site) was increased by 2% annually to account for background growth in the area. The projected 2025 Total Traffic is shown in **Figure 5**. The intersection volume calculations are provided as an attachment to this letter/report.

Traffic Impacts

The intersection delays were evaluated using the information provided in the Highway Capacity Manual to evaluate the levels-of-service (LOS) for the study intersections. The LOS analysis included the existing (Year 2024) and future traffic (2025-Total traffic at buildout). The intersections identified in this analysis include the adjacent unsignalized intersections of Cottage Drive/Methodist Blvd, North Mall Drive/Weathersby Road, and the proposed site driveway on Weathersby Road – north of the North Mall driveway. The analysis also included the signalized intersection of Weathersby Road/Methodist Blvd/Turtle Creek Drive. The capacity analysis sheets are provided as an attachment to this letter/report. The capacity analysis results are summarized in **Tables 4** and **5**.

Table 4-Year 2024 Existing Traffic - Capacity Analysis Summary

Signalized Intersection	Time Period	Approach LOS				Intersection LOS
		EB	WB	NB	SB	
Weathersby Rd/ Methodist Blvd	AM Peak	D	C	A	A	A-8.3 sec
	PM Peak	C	C	A	A	B-16.0 sec
All-Way Stop Intersection	**Time Period**	**Approach LOS**				**Intersection LOS**
		EB	**WB**	**NB**	**SB**	
Cottage Drive/ Methodist Blvd	AM Peak	A	A	-	A	A-7.5 sec
	PM Peak	A	A	-	A	A-7.6 sec

Unsignalized Intersections	Time Period	Critical Movement Level of Service											
		Eastbound			Westbound			Northbound			Southbound		
		Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt
Weathersby Rd/ N. Mall Driveway	AM Peak	B	-	B	-	-	-	A	-	-	-	-	A
	PM Peak	B	-	B	-	-	-	A	-	-	-	-	A

Source: Kiser Traffic and Engineering, 2024, HCM 6th Edition.

Table 5- Year 2025 Total Traffic - Capacity Analysis Summary

Signalized Intersection	Time Period	Approach LOS				Intersection LOS
		EB	WB	NB	SB	
Weathersby Rd/ Methodist Blvd	AM Peak	D	C	A	A	A-8.3 sec
	PM Peak	C	C	A	A	B-15.7 sec
All-Way Stop Intersection	**Time Period**	**Approach LOS**				**Intersection LOS**
		EB	**WB**	**NB**	**SB**	
Cottage Drive/ Methodist Blvd	AM Peak	A	A	-	A	A-7.5 sec
	PM Peak	A	A	-	A	A-7.6 sec

Unsignalized Intersections	Time Period	Critical Movement Level of Service											
		Eastbound			Westbound			Northbound			Southbound		
		Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt
Weathersby Rd/ New Site Drive	AM Peak	-	-	-	B	-	B	-	-	A	A	-	-
	PM Peak	-	-	-	B	-	B	-	-	A	A	-	-
Weathersby Rd/ N. Mall Driveway	AM Peak	B	-	B	-	-	-	A	-	-	-	-	A
	PM Peak	B	-	B	-	-	-	A	-	-	-	-	A

Source: Kiser Traffic and Engineering, 2024.

The capacity analysis reveals that the proposed site driveway and adjacent intersections are forecast to operate at acceptable levels with the development of the project site. The existing (2024) traffic volumes and 2025 total traffic volumes are shown to operate with minimal delays in both the AM and PM peak hours. The capacity analysis sheets are provided as attachments to this letter.

Residential Street Impacts

The traffic volume impacts to Hamlet Drive were evaluated. On residential streets that have direct driveways in residential neighborhoods, these streets typically have 1,000 vehicles per day or less in neighborhood design. As volumes exceed 1,000 vehicles per day, having a direct driveway is not as easy to back in/out of, and the roadway serves more as a Collector street than a Residential street. The 12 hour total traffic volume on Cottage Drive was 279 vehicles from 6 AM to 6 PM. With 75% of daily traffic typically occurring within this 12 hour period, this would equate to 372 vehicles per day on Cottage Drive at Methodist Blvd – existing. With 20% of the project site traffic anticipated to use Cottage Drive, this is calculated to add 111 vehicles per day to this southern access, totaling 483 vehicles per day. Even if 100% of the traffic used Cottage Drive, this would total 925 vehicles per day, based on the Trip Generation formulas, and still be below the 1000 vehicles per day desired volume.

With the 90 degree intersections at Hamlet Drive/Cottage Drive and in Cottage Drive west of Turtle Crossing, and the proposed "Stop" control for north/south traffic on the extension of Hamlet Drive to the north, these curves and traffic control reduce the speed potential for vehicles in the Cottages subdivision, which contributes to the residential character of these internal residential streets.

Recommendations

No major street capacity related issues are anticipated with the development of the project site with 52 single family homes based on the traffic counts and calculated site trip generation of the proposed development. The existing intersection of Cottage Drive/Methodist Blvd is recommended to add the "All Way" plaques to the existing R1-1 "Stop" Signs at the intersection, along with restriping the Stop Line for the southbound approach to meet minimum width standards (12"-24"), and the broken sidewalk ramp repaired with the addition of truncated domes. If you have any questions or comments regarding this analysis, please call me at (601) 720-0262.

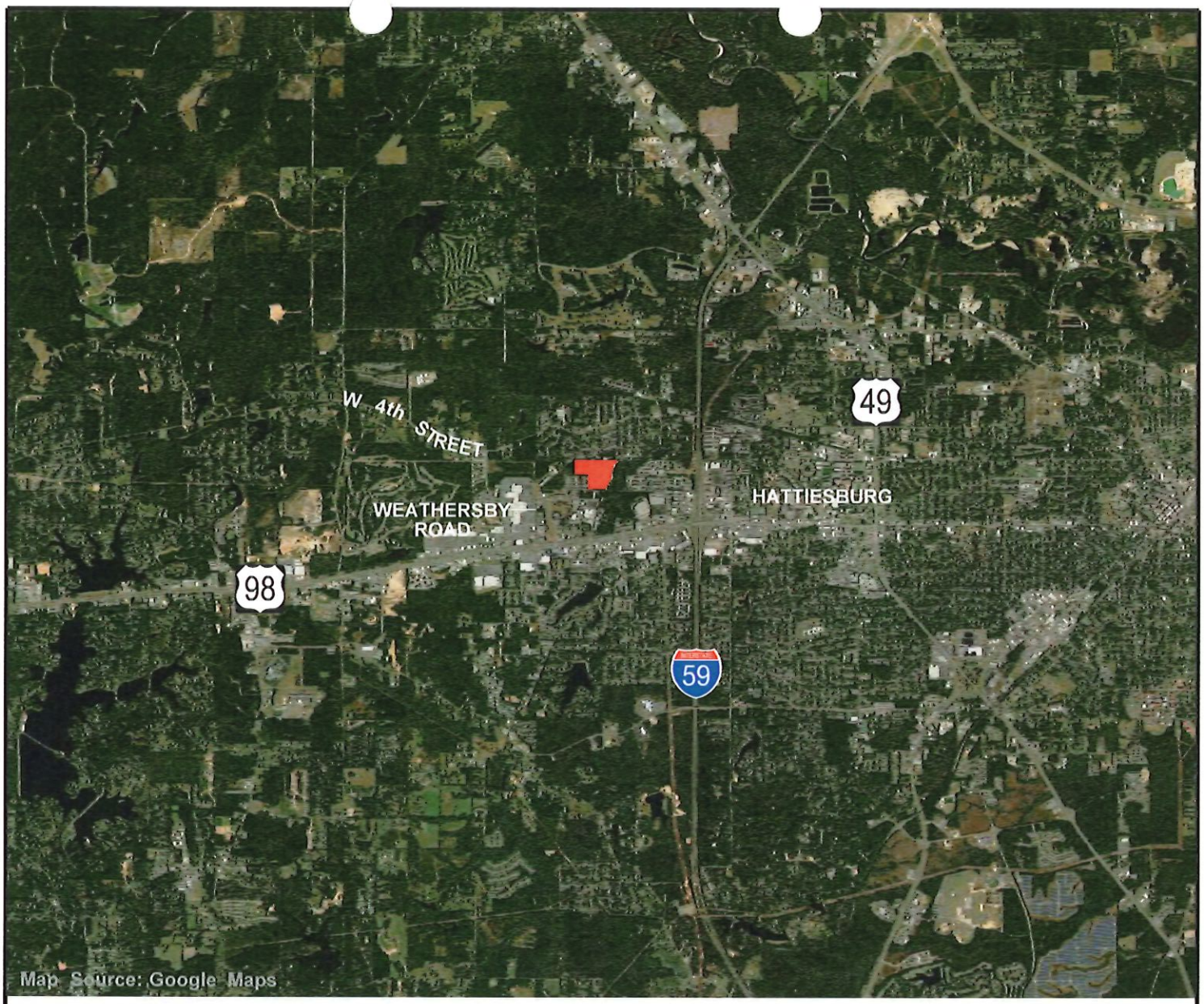
Sincerely,

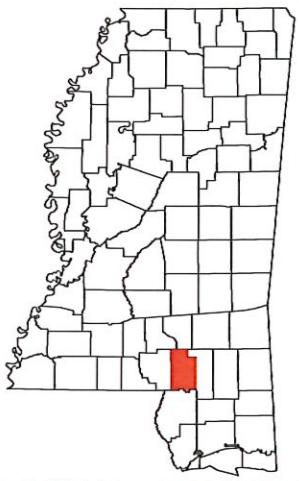
Kiser Traffic and Engineering, LLC

Jonathan A. Kiser, P.E., PTOE, PTP
Professional Traffic Engineer &
Transportation Planner

Attachments: Figure 1 – Vicinity Map
Figure 2 – Site Plan
Figure 3 – Year 2024 Existing Traffic
Figure 4 – Site Traffic Assignment
Figure 5 – Year 2025 Total Traffic

Volume Calculation Sheets		A1-4
Traffic count –	Methodist Blvd/Cottage Drive	A5-10
	Weathersby Rd/N. Mall Drive	A11-16
	Methodist Blvd/Weathersby Rd/Turtle Crk Dr	A17-19
HCS Capacity Analysis Sheets		A20-33
	2024 Existing AM/PM	A20-25
	2025 Total Traffic AM/PM	A26-33





LAMAR COUNTY

PROJECT SITE

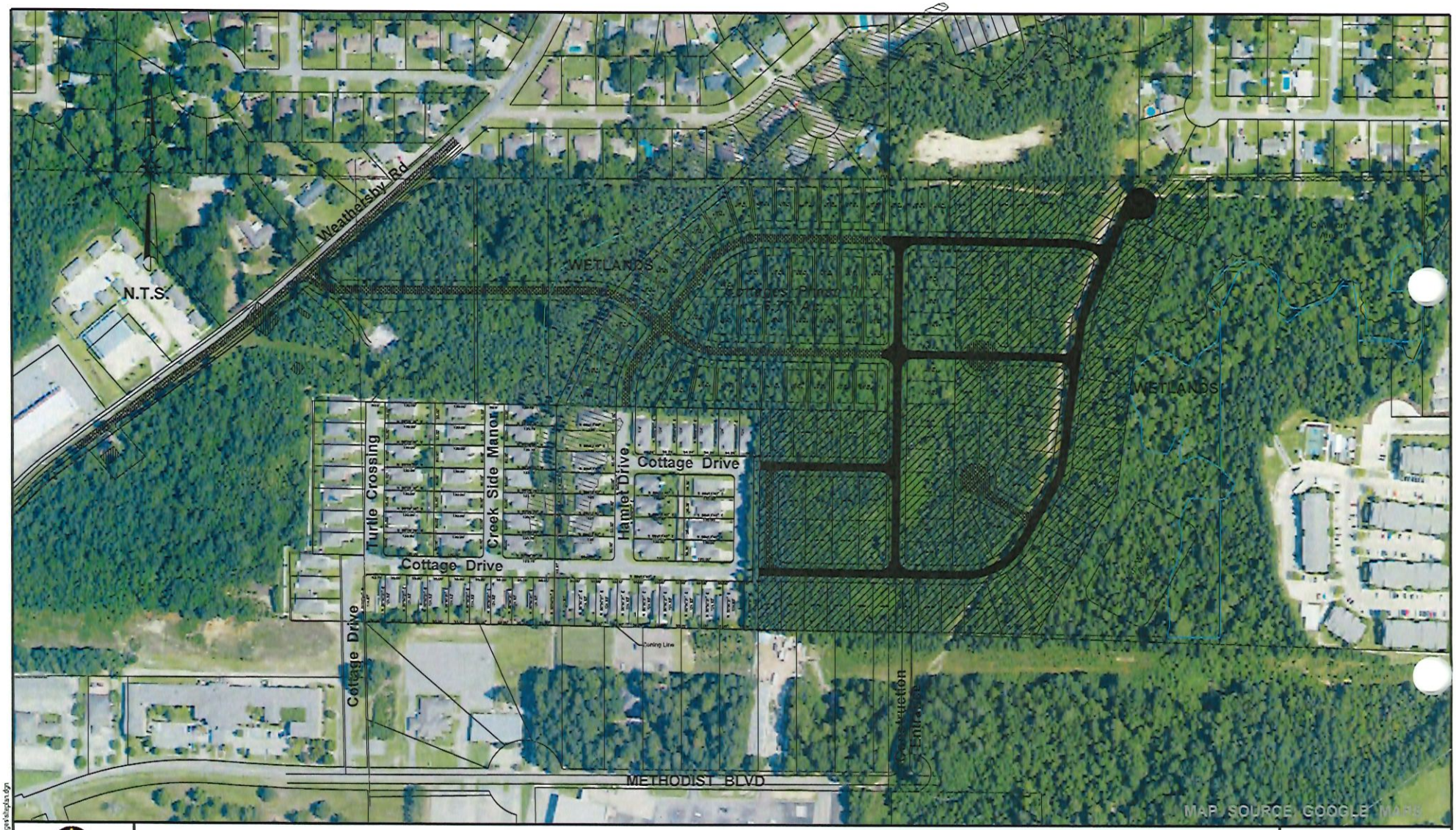
N.T.S.

KISER TRAFFIC AND ENGINEERING

VICINITY MAP

FIGURE 1

C:\Kiser\CADD\#227 Cottages\vicinity.dgn

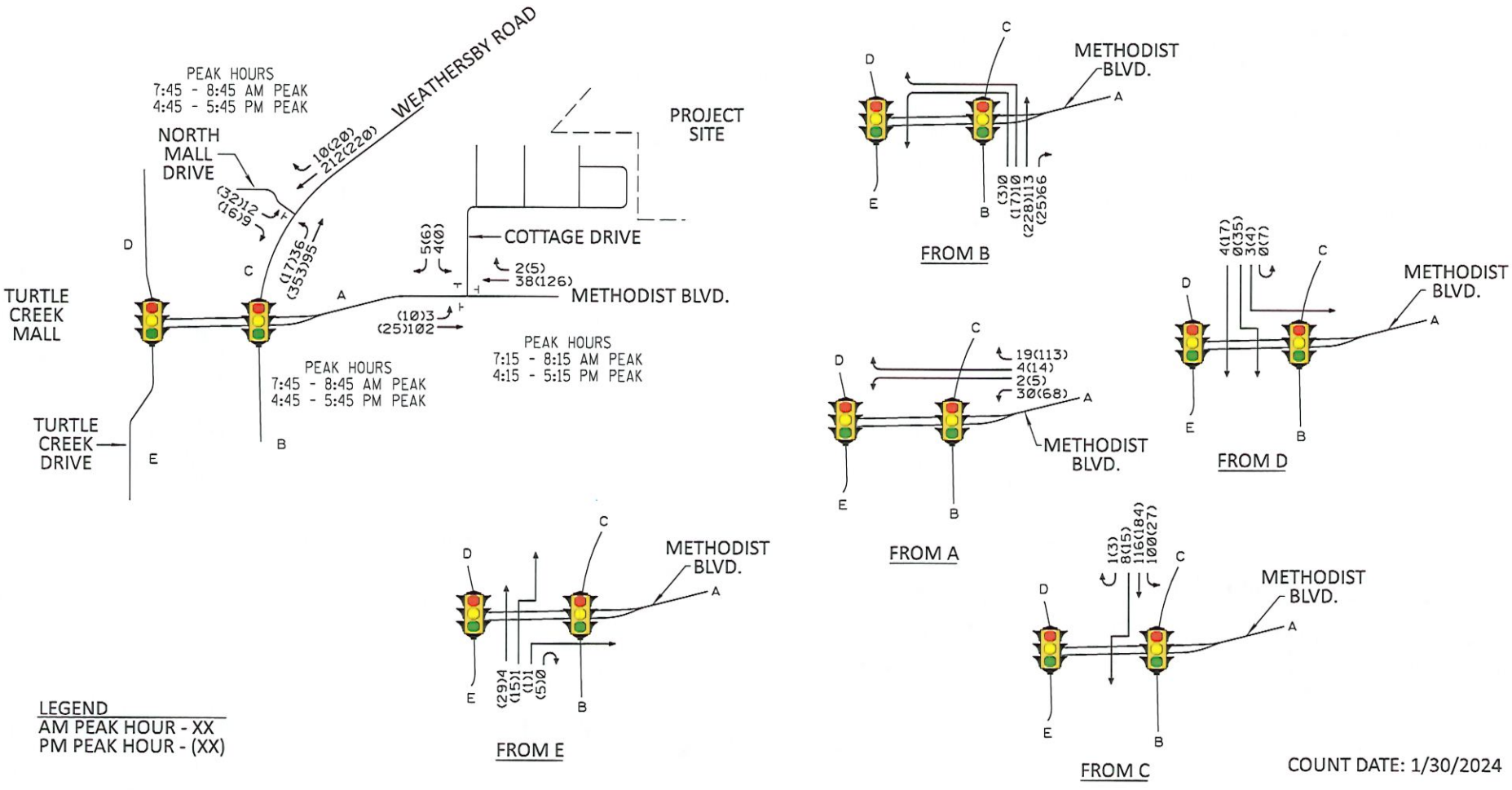


KISER TRAFFIC AND ENGINEERING

SITE PLAN

FIGURE 2

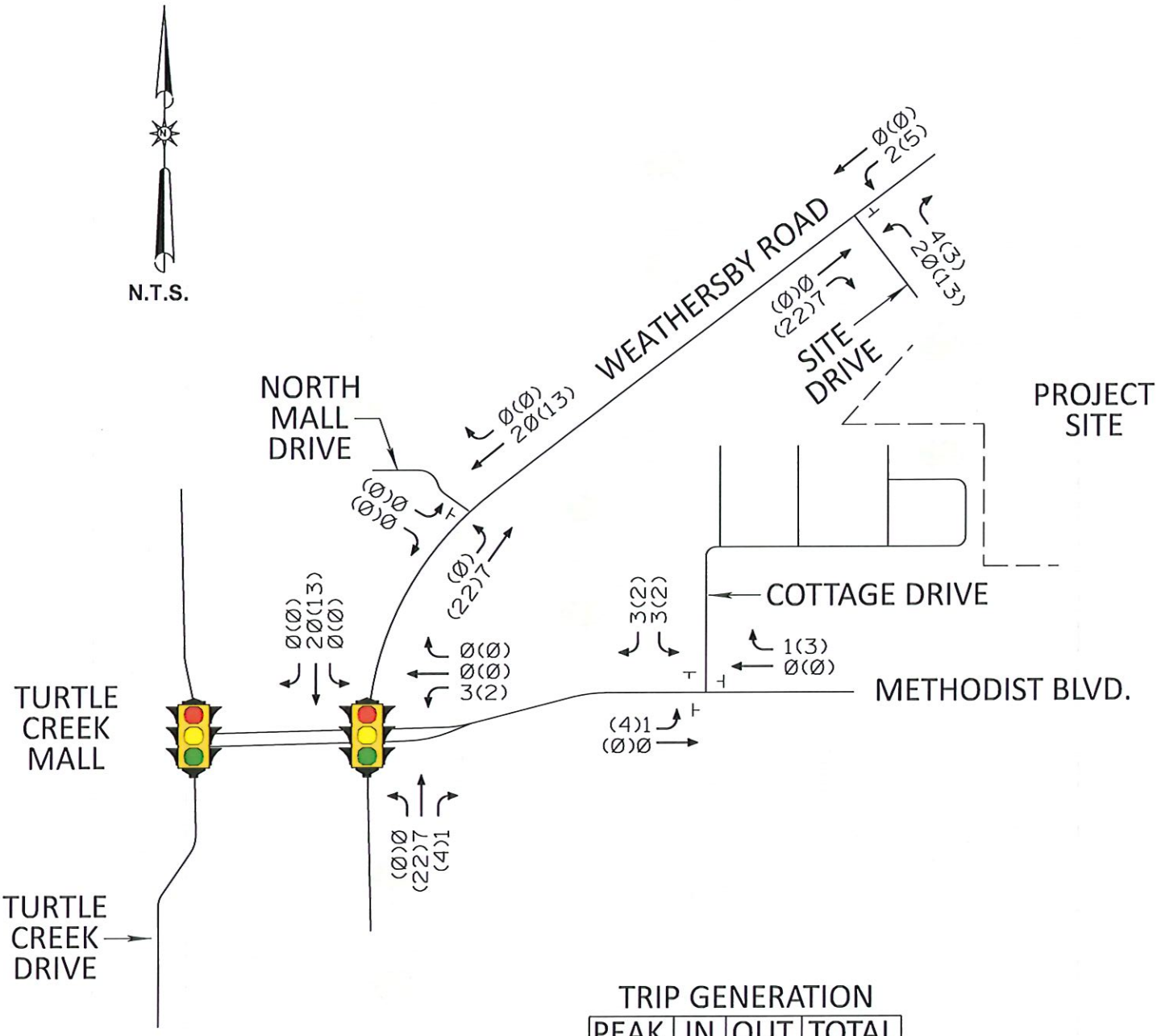
C:\Kiser\CADD\#221 Cottages\Sheet1.dgn



KISER TRAFFIC AND ENGINEERING

YEAR 2024 EXISTING TRAFFIC

FIGURE 3



TRIP GENERATION

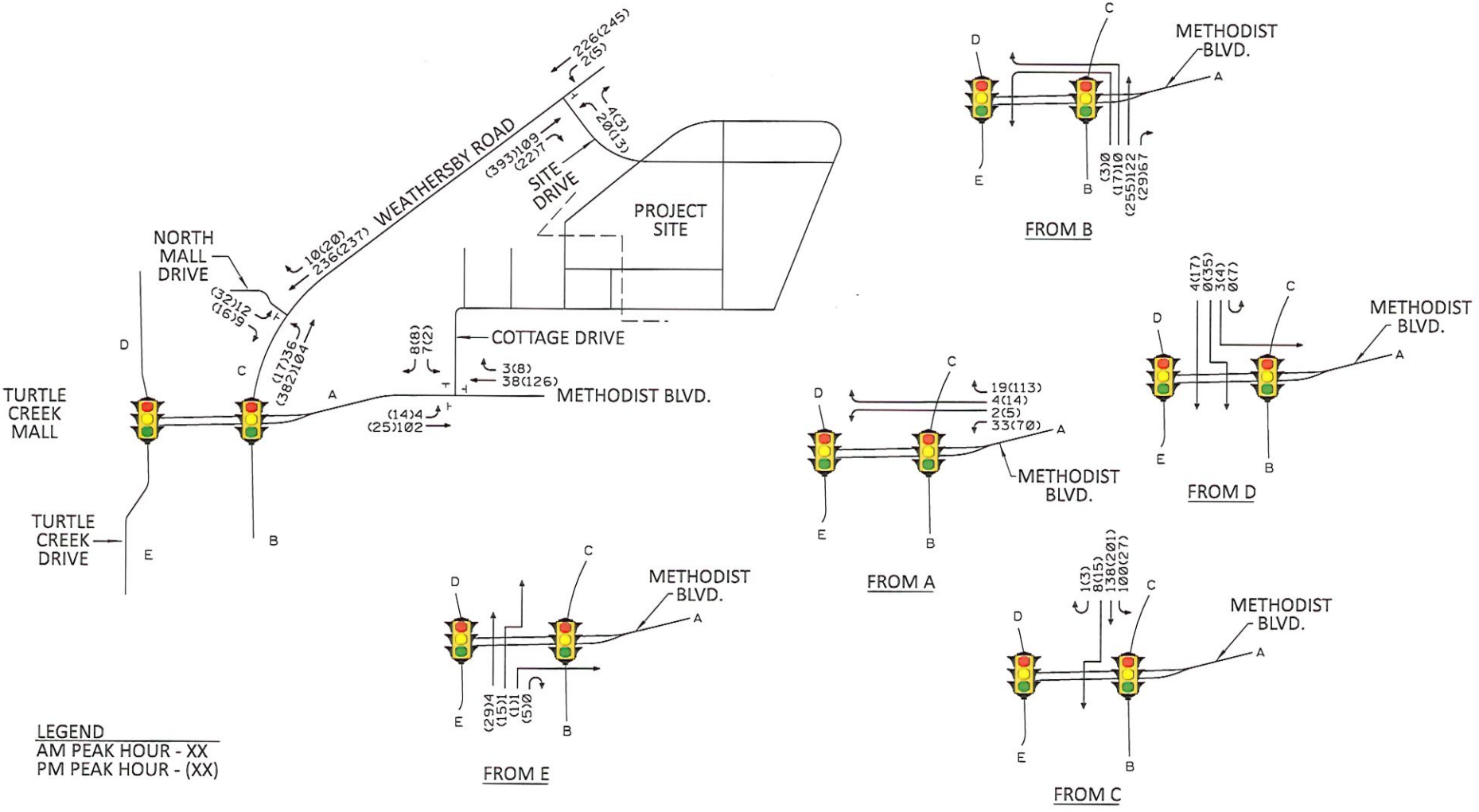
PEAK	IN	OUT	TOTAL
AM	11	30	41
PM	34	20	54

KISER
TRAFFIC AND
ENGINEERING

SITE TRAFFIC ASSIGNMENT

FIGURE
4

J:\Kiser\CADD\#227 Cottages\sitetraffic.dgn



KISER TRAFFIC AND ENGINEERING

YEAR 2025 TOTAL TRAFFIC

FIGURE 5

Cottage Drive/Methodist Blvd

Seasonal Adjustment Factor	1
Annual Growth Factor	2.0%
Base Year	2024
Horizon Year 1	2025

Start Time	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Total
AM Peak Hour													
2024 Existing Traffic	0	0	0	4	0	5	3	102	0	0	38	2	154
2025 Non-Site Traffic	0	0	0	4	0	5	3	102	0	0	38	2	154
Site Traffic	0	0	0	3	0	3	1	0	0	0	0	1	8
2025 Total Traffic	0	0	0	7	0	8	4	102	0	0	38	3	162
PM Peak Hour													
2024 Existing Traffic	0	0	0	0	0	6	10	25	0	0	126	5	172
2025 Non-Site Traffic	0	0	0	0	0	6	10	25	0	0	126	5	172
Site Traffic	0	0	0	2	0	2	4	0	0	0	0	3	11
2025 Total Traffic	0	0	0	2	0	8	14	25	0	0	126	8	183

Source: Kiser Traffic and Engineering, 2024. Count Date 1/30/2024.

Methodist Blvd/Weathersby Rd

Seasonal Adjustment Factor	1
Annual Growth Factor	2.0%
Base Year	2024
Horizon Year 1	2025

Start Time	Northbound			Southbound			Eastbound			Westbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
AM Peak Hour													
2024 Existing Traffic	10	113	66	100	116	9	1	4	0	30	6	19	474
2025 Non-Site Traffic	10	115	66	100	118	9	1	4	0	30	6	19	478
Site Traffic	0	7	1	0	20	0	0	0	0	3	0	0	31
2025 Total Traffic	10	122	67	100	138	9	1	4	0	33	6	19	509
PM Peak Hour													
2024 Existing Traffic	20	228	25	27	184	18	22	5	40	68	19	113	769
2025 Non-Site Traffic	20	233	25	27	188	18	22	5	40	68	19	113	778
Site Traffic	0	22	4	0	13	0	0	0	0	2	0	0	41
2025 Total Traffic	20	255	29	27	201	18	22	5	40	70	19	113	819

Source: Kiser Traffic and Engineering, 2024. Count Date 1/30/2024.

Weathersby Rd/N. Mall Access

Seasonal Adjustment Factor	1
Annual Growth Factor	2.0%
Base Year	2024
Horizon Year 1	2025

Start Time	Northbound			Southbound			Eastbound			Westbound			
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Total
AM Peak Hour													
2024 Existing Traffic	36	95	0	0	212	10	12	0	9	0	0	0	374
2025 Non-Site Traffic	36	97	0	0	216	10	12	0	9	0	0	0	380
Site Traffic	0	7	0	0	20	0	0	0	0	0	0	0	27
2025 Total Traffic	36	104	0	0	236	10	12	0	9	0	0	0	407
PM Peak Hour													
2024 Existing Traffic	17	353	0	0	220	20	32	0	16	0	0	0	658
2025 Non-Site Traffic	17	360	0	0	224	20	32	0	16	0	0	0	669
Site Traffic	0	22	0	0	13	0	0	0	0	0	0	0	35
2025 Total Traffic	17	382	0	0	237	20	32	0	16	0	0	0	704

Source: Kiser Traffic and Engineering, 2024. Count Date 1/30/2024.

Weathersby Rd/New Site Drive

Seasonal Adjustment Factor	1
Annual Growth Factor	2.0%
Base Year	2024
Horizon Year 1	2025

Start Time	Northbound			Southbound			Eastbound			Westbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
AM Peak Hour													
2024 Existing Traffic	0	107	0		222								329
2025 Non-Site Traffic	0	109	0	0	226	0	0	0	0	0	0	0	335
Site Traffic	0	0	7	2	0	0	0	0	0	20	0	4	33
2025 Total Traffic	0	109	7	2	226	0	0	0	0	20	0	4	368
PM Peak Hour													
2024 Existing Traffic	0	385	0		240								625
2025 Non-Site Traffic	0	393	0	0	245	0	0	0	0	0	0	0	638
Site Traffic	0	0	22	5	0	0	0	0	0	13	0	3	43
2025 Total Traffic	0	393	22	5	245	0	0	0	0	13	0	3	681

Source: Kiser Traffic and Engineering, 2024. Count Date 1/30/2024.

Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
Weather: Clear/Dry

File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 1

Groups Printed- Autos - Heavy Veh

	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	8	8
06:15 AM	1	0	0	0	1	0	3	0	0	3	0	0	0	0	0	0	10	0	0	10	14
06:30 AM	1	0	1	0	2	0	5	1	0	6	0	0	0	0	0	1	20	0	0	21	29
06:45 AM	2	0	1	0	3	0	3	0	0	3	0	0	0	0	0	2	18	0	0	20	26
Total	4	0	2	0	6	0	11	1	0	12	0	0	0	0	0	3	56	0	0	59	77
07:00 AM	0	0	0	0	0	0	9	1	0	10	0	0	0	0	0	0	21	0	0	21	31
07:15 AM	0	0	1	0	1	0	12	1	0	13	0	0	0	0	0	2	24	0	0	26	40
07:30 AM	2	0	2	0	4	0	12	0	0	12	0	0	0	0	0	0	24	0	0	24	40
07:45 AM	1	0	1	0	2	0	6	0	0	6	0	0	0	0	0	0	34	0	0	34	42
Total	3	0	4	0	7	0	39	2	0	41	0	0	0	0	0	2	103	0	0	105	153
08:00 AM	1	0	1	0	2	0	8	1	0	9	0	0	0	0	0	1	20	0	0	21	32
08:15 AM	1	0	0	0	1	0	10	1	0	11	0	0	0	0	0	0	21	0	0	21	33
08:30 AM	0	0	3	0	3	0	13	0	0	13	0	0	0	0	0	1	17	0	0	18	34
08:45 AM	2	0	1	0	3	0	5	1	0	6	0	0	0	0	0	0	16	0	0	16	25
Total	4	0	5	0	9	0	36	3	0	39	0	0	0	0	0	2	74	0	0	76	124
09:00 AM	0	0	3	0	3	0	11	0	0	11	0	0	0	0	0	2	13	0	0	15	29
09:15 AM	1	0	4	0	5	0	11	2	0	13	0	0	0	0	0	1	14	0	0	15	33
09:30 AM	2	0	1	0	3	0	12	3	0	15	0	0	0	0	0	2	14	0	0	16	34
09:45 AM	0	0	4	0	4	0	11	1	0	12	0	0	0	0	0	3	9	0	0	12	28
Total	3	0	12	0	15	0	45	6	0	51	0	0	0	0	0	8	50	0	0	58	124
10:00 AM	0	0	2	0	2	0	5	0	0	5	0	0	0	0	0	1	12	0	0	13	20
10:15 AM	0	0	1	0	1	0	19	2	0	21	0	0	0	0	0	1	14	0	0	15	37
10:30 AM	0	0	3	0	3	0	12	0	0	12	0	0	0	0	0	2	17	0	0	19	34
10:45 AM	0	0	4	0	4	0	16	1	0	17	0	0	0	0	0	5	13	0	0	18	39
Total	0	0	10	0	10	0	52	3	0	55	0	0	0	0	0	9	56	0	0	65	130
11:00 AM	0	0	5	0	5	0	15	0	0	15	0	0	0	0	0	3	12	0	0	15	35
11:15 AM	0	0	4	0	4	0	18	1	0	19	0	0	0	0	0	3	5	0	0	8	31
11:30 AM	0	0	2	0	2	0	9	0	0	9	0	0	0	0	0	2	10	0	0	12	23
11:45 AM	0	0	2	0	2	0	23	1	0	24	0	0	0	0	0	2	15	0	0	17	43
Total	0	0	13	0	13	0	65	2	0	67	0	0	0	0	0	10	42	0	0	52	132
12:00 PM	1	0	2	0	3	0	22	1	0	23	0	0	0	0	0	0	11	0	0	11	37
12:15 PM	0	0	4	0	4	0	22	0	0	22	0	0	0	0	0	1	16	0	0	17	43
12:30 PM	2	0	3	0	5	0	14	1	0	15	0	0	0	0	0	4	19	0	0	23	43
12:45 PM	2	0	3	0	5	0	18	2	0	20	0	0	0	0	0	5	17	0	0	22	47
Total	5	0	12	0	17	0	76	4	0	80	0	0	0	0	0	10	63	0	0	73	170
01:00 PM	1	0	2	0	3	0	13	4	0	17	0	0	0	0	0	3	20	0	0	23	43
01:15 PM	2	0	3	0	5	0	10	2	0	12	0	0	0	0	0	1	17	0	0	18	35
01:30 PM	0	0	1	0	1	0	15	0	0	15	0	0	0	0	0	1	9	0	0	10	26
01:45 PM	2	0	2	0	4	0	15	0	0	15	0	0	0	0	0	1	8	0	0	9	28
Total	5	0	8	0	13	0	53	6	0	59	0	0	0	0	0	6	54	0	0	60	132
02:00 PM	1	0	4	0	5	0	18	1	0	19	0	0	0	0	0	5	9	0	0	14	38

Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
Weather: Clear/Dry

File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 2

Groups Printed- Autos - Heavy Veh

	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
02:15 PM	1	0	1	0	2	0	12	0	0	12	0	0	0	0	0	3	11	0	0	14	28
02:30 PM	0	0	0	0	0	0	23	2	0	25	0	0	0	0	0	0	5	0	0	5	30
02:45 PM	0	0	2	0	2	0	26	2	0	28	0	0	0	0	0	1	12	0	0	13	43
Total	2	0	7	0	9	0	79	5	0	84	0	0	0	0	0	9	37	0	0	46	139
03:00 PM	2	0	2	0	4	0	12	2	0	14	0	0	0	0	0	2	11	0	0	13	31
03:15 PM	4	0	4	0	8	0	19	1	0	20	0	0	0	0	0	2	9	0	0	11	39
03:30 PM	1	0	4	0	5	0	16	1	0	17	0	0	0	0	0	3	13	0	0	16	38
03:45 PM	4	0	1	0	5	0	15	0	0	15	0	0	0	0	0	3	8	0	0	11	31
Total	11	0	11	0	22	0	62	4	0	66	0	0	0	0	0	10	41	0	0	51	139
04:00 PM	2	0	1	0	3	0	17	0	0	17	0	0	0	0	0	2	7	0	0	9	29
04:15 PM	0	0	3	0	3	0	19	0	0	19	0	0	0	0	0	3	6	0	0	9	31
04:30 PM	0	0	2	0	2	0	31	1	0	32	0	0	0	0	0	2	5	0	0	7	41
04:45 PM	0	0	1	0	1	0	32	0	0	32	0	0	0	0	0	2	4	0	0	6	39
Total	2	0	7	0	9	0	99	1	0	100	0	0	0	0	0	9	22	0	0	31	140
05:00 PM	0	0	0	0	0	0	44	4	0	48	0	0	0	0	0	3	10	0	0	13	61
05:15 PM	1	0	0	0	1	0	15	2	0	17	0	0	0	0	0	1	5	0	0	6	24
05:30 PM	0	0	1	0	1	0	17	4	0	21	0	0	0	0	0	2	8	0	0	10	32
05:45 PM	1	0	3	0	4	0	11	7	0	18	0	0	0	0	0	5	6	0	0	11	33
Total	2	0	4	0	6	0	87	17	0	104	0	0	0	0	0	11	29	0	0	40	150
Grand Total	41	0	95	0	136	0	704	54	0	758	0	0	0	0	0	89	627	0	0	716	1610
Apprch %	30.1	0	69.9	0		0	92.9	7.1	0		0	0	0	0		12.4	87.6	0	0		
Total %	2.5	0	5.9	0	8.4	0	43.7	3.4	0	47.1	0	0	0	0	0	5.5	38.9	0	0	44.5	
Autos	41	0	93	0	134	0	696	54	0	750	0	0	0	0	0	87	619	0	0	706	1590
% Autos	100	0	97.9	0	98.5	0	98.9	100	0	98.9	0	0	0	0	0	97.8	98.7	0	0	98.6	98.8
Heavy Veh	0	0	2	0	2	0	8	0	0	8	0	0	0	0	0	2	8	0	0	10	20
% Heavy Veh	0	0	2.1	0	1.5	0	1.1	0	0	1.1	0	0	0	0	0	2.2	1.3	0	0	1.4	1.2

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File Name : methodist-cottage
Site Code : 00000000
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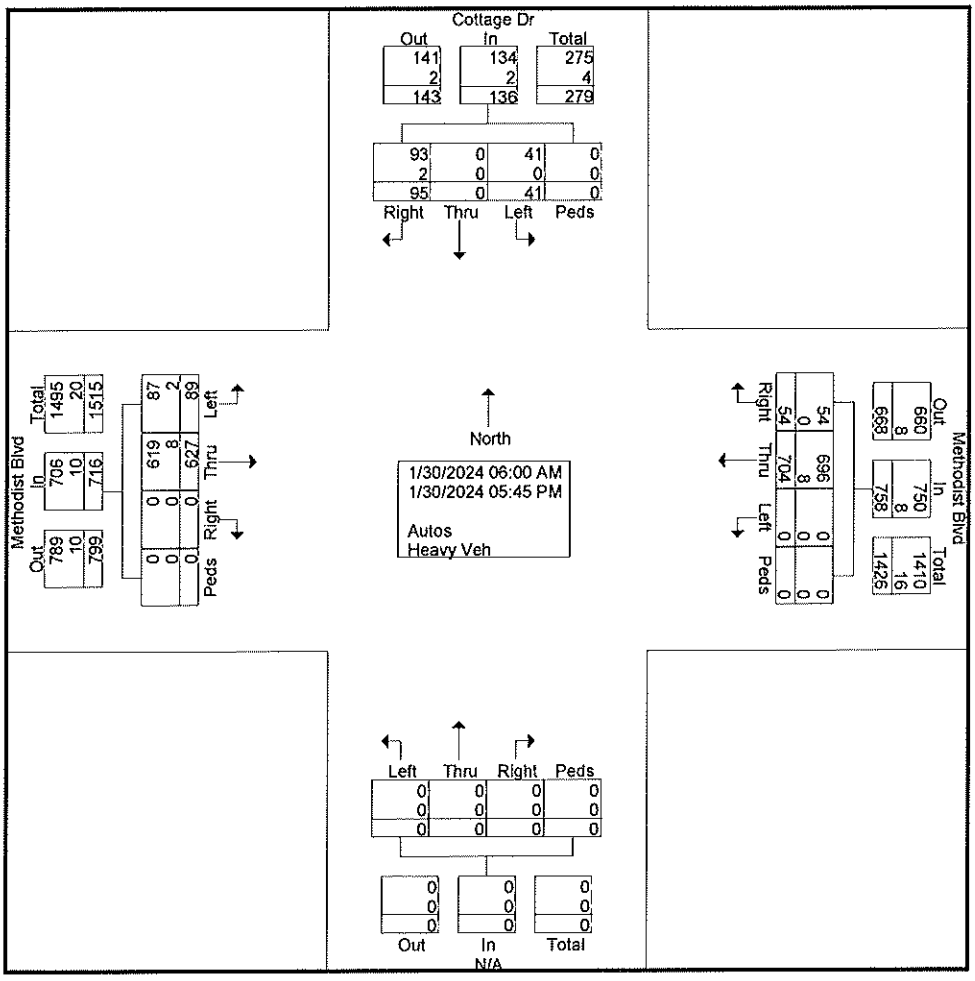
Page No : 3



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File Name : methodist-cottage
Site Code : 00000000
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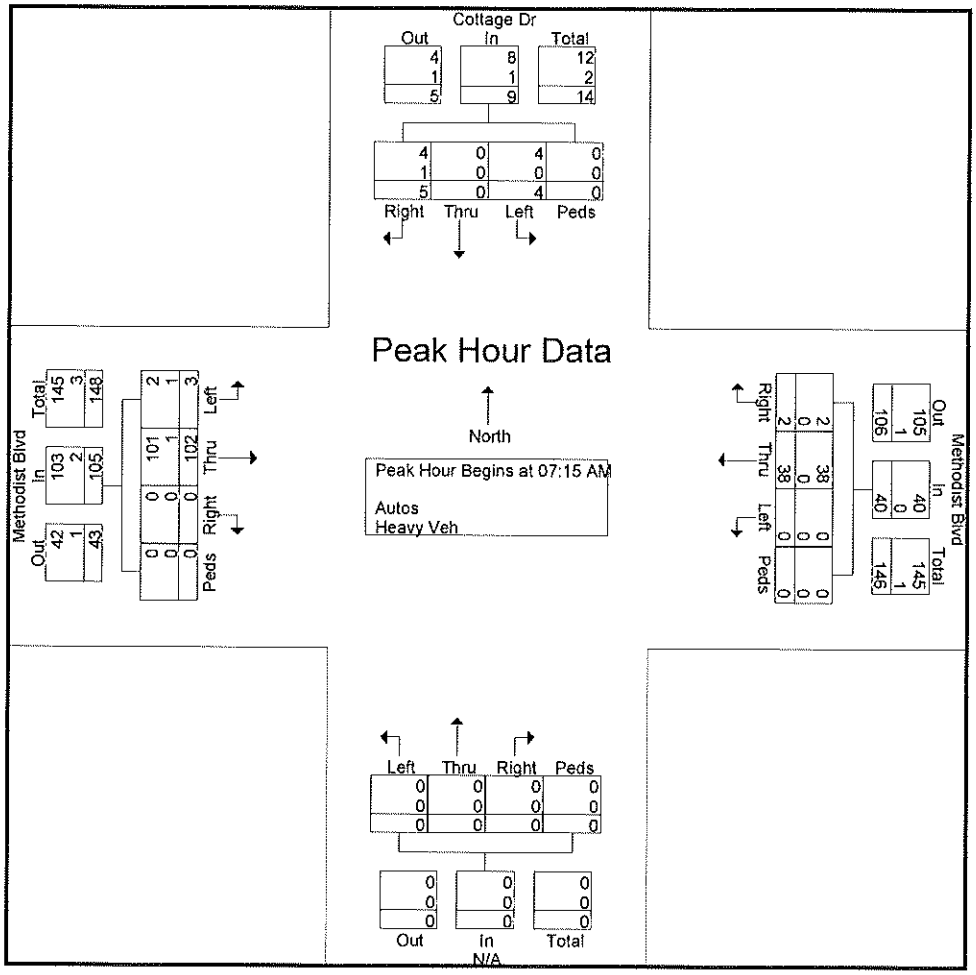
Page No : 4

	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	0	1	0	1	0	12	1	0	13	0	0	0	0	0	2	24	0	0	26	40
07:30 AM	2	0	2	0	4	0	12	0	0	12	0	0	0	0	0	0	24	0	0	24	40
07:45 AM	1	0	1	0	2	0	6	0	0	6	0	0	0	0	0	0	34	0	0	34	42
08:00 AM	1	0	1	0	2	0	8	1	0	9	0	0	0	0	0	1	20	0	0	21	32
Total Volume	4	0	5	0	9	0	38	2	0	40	0	0	0	0	0	3	102	0	0	105	154
% App. Total	44.4	0	55.6	0		0	95	5	0		0	0	0	0		2.9	97.1	0	0		
PHF	.500	.000	.625	.000	.563	.000	.792	.500	.000	.769	.000	.000	.000	.000	.000	.375	.750	.000	.000	.772	.917
Autos	4	0	4	0	8	0	38	2	0	40	0	0	0	0	0	2	101	0	0	103	151
% Autos	100	0	80.0	0	88.9	0	100	100	0	100	0	0	0	0	0	66.7	99.0	0	0	98.1	98.1
Heavy Veh	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1	1	0	0	2	3
% Heavy Veh	0	0	20.0	0	11.1	0	0	0	0	0	0	0	0	0	0	33.3	1.0	0	0	1.9	1.9



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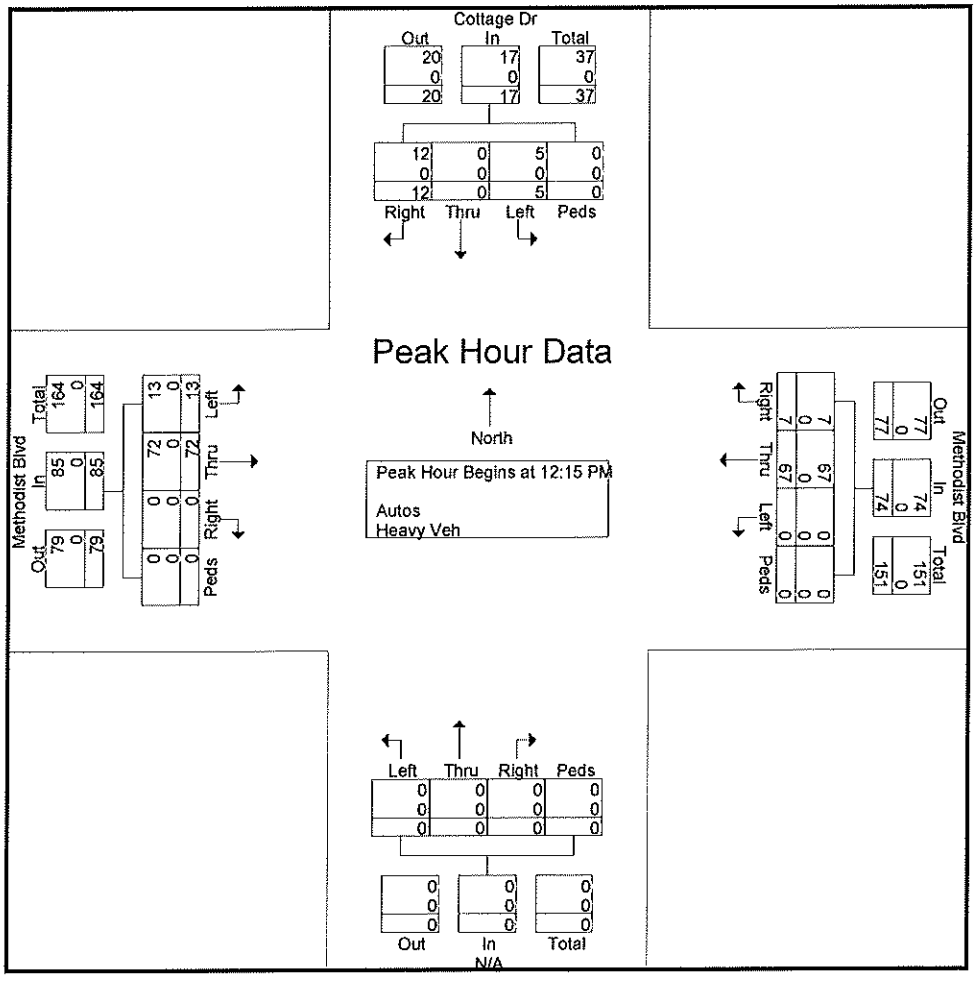
Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
Weather: Clear/Dry

File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 5

	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 12:15 PM																					
12:15 PM	0	0	4	0	4	0	22	0	0	22	0	0	0	0	0	1	16	0	0	17	43
12:30 PM	2	0	3	0	5	0	14	1	0	15	0	0	0	0	0	4	19	0	0	23	43
12:45 PM	2	0	3	0	5	0	18	2	0	20	0	0	0	0	0	5	17	0	0	22	47
01:00 PM	1	0	2	0	3	0	13	4	0	17	0	0	0	0	0	3	20	0	0	23	43
Total Volume	5	0	12	0	17	0	67	7	0	74	0	0	0	0	0	13	72	0	0	85	176
% App. Total	29.4	0	70.6	0		0	90.5	9.5	0		0	0	0	0		15.3	84.7	0	0		
PHF	.625	.000	.750	.000	.850	.000	.761	.438	.000	.841	.000	.000	.000	.000	.000	.650	.900	.000	.000	.924	.936
Autos	5	0	12	0	17	0	67	7	0	74	0	0	0	0	0	13	72	0	0	85	176
% Autos	100	0	100	0	100	0	100	100	0	100	0	0	0	0	0	100	100	0	0	100	100
Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

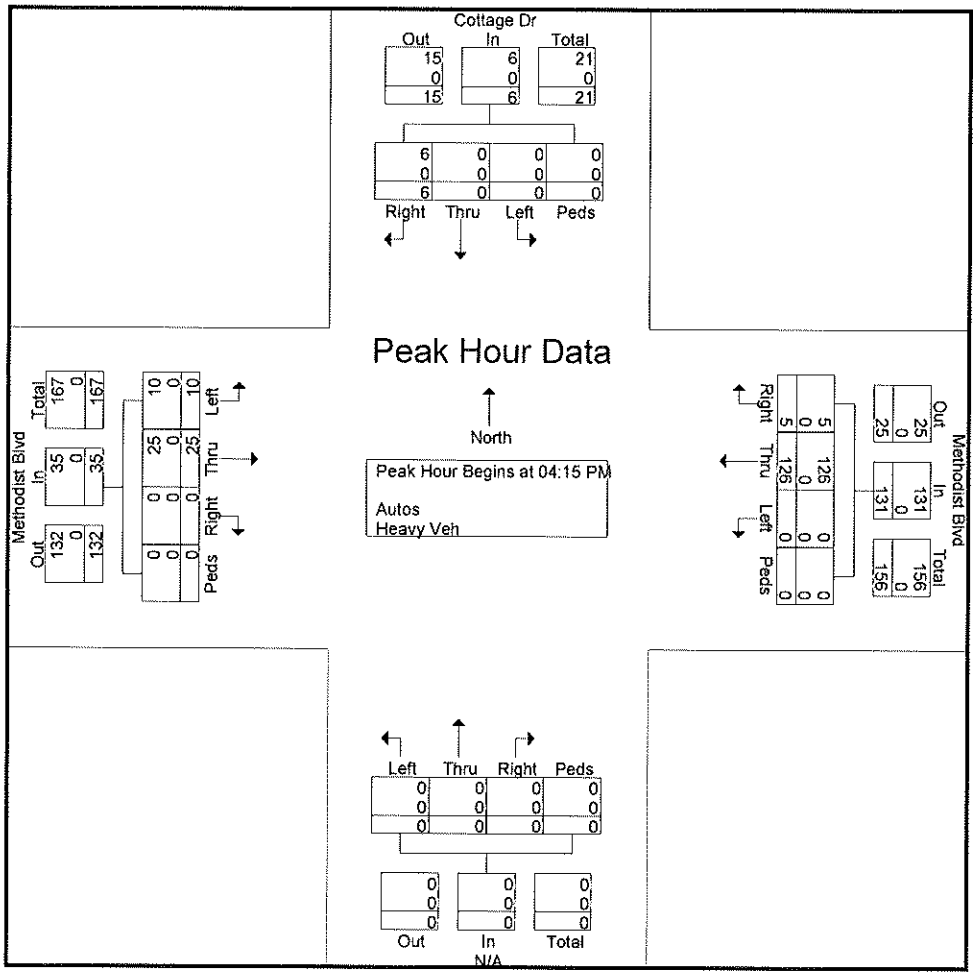


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
Weather: Clear/Dry

File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 6

	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 02:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	0	0	3	0	3	0	19	0	0	19	0	0	0	0	0	3	6	0	0	9	31
04:30 PM	0	0	2	0	2	0	31	1	0	32	0	0	0	0	0	2	5	0	0	7	41
04:45 PM	0	0	1	0	1	0	32	0	0	32	0	0	0	0	0	2	4	0	0	6	39
05:00 PM	0	0	0	0	0	0	44	4	0	48	0	0	0	0	0	3	10	0	0	13	61
Total Volume	0	0	6	0	6	0	126	5	0	131	0	0	0	0	0	10	25	0	0	35	172
% App. Total	0	0	100	0		0	96.2	3.8	0		0	0	0	0		28.6	71.4	0	0		
PHF	.000	.000	.500	.000	.500	.000	.716	.313	.000	.682	.000	.000	.000	.000	.000	.833	.625	.000	.000	.673	.705
Autos	0	0	6	0	6	0	126	5	0	131	0	0	0	0	0	10	25	0	0	35	172
% Autos	0	0	100	0	100	0	100	100	0	100	0	0	0	0	0	100	100	0	0	100	100
Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 1

Groups Printed- Autos - Heavy Veh

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
06:00 AM	0	12	1	0	13	0	0	0	0	0	1	6	0	0	7	2	0	0	0	2	22
06:15 AM	0	15	0	0	15	0	0	0	0	0	0	8	0	0	8	0	0	1	0	1	24
06:30 AM	0	15	2	0	17	0	0	0	0	0	0	9	0	0	9	2	0	0	0	2	28
06:45 AM	0	18	1	0	19	0	0	0	0	0	1	9	0	0	10	1	0	1	0	2	31
Total	0	60	4	0	64	0	0	0	0	0	2	32	0	0	34	5	0	2	0	7	105
07:00 AM	0	38	0	0	38	0	0	0	0	0	2	21	0	0	23	1	0	0	0	1	62
07:15 AM	0	31	0	0	31	0	0	0	0	0	1	21	0	0	22	1	0	2	0	3	56
07:30 AM	0	40	2	0	42	0	0	0	0	0	3	20	0	0	23	0	0	0	0	0	65
07:45 AM	0	63	1	0	64	0	0	0	0	0	12	26	0	0	38	3	0	1	0	4	106
Total	0	172	3	0	175	0	0	0	0	0	18	88	0	0	106	5	0	3	0	8	289
08:00 AM	0	56	3	0	59	0	0	0	0	0	8	19	0	0	27	2	0	3	0	5	91
08:15 AM	0	47	3	0	50	0	0	0	0	0	12	23	0	0	35	4	0	2	0	6	91
08:30 AM	0	46	3	0	49	0	0	0	0	0	4	27	0	0	31	3	0	3	0	6	86
08:45 AM	0	35	4	0	39	0	0	0	0	0	8	28	0	0	36	0	0	3	0	3	78
Total	0	184	13	0	197	0	0	0	0	0	32	97	0	0	129	9	0	11	0	20	346
09:00 AM	0	42	5	0	47	0	0	0	0	0	6	27	0	0	33	2	0	6	0	8	88
09:15 AM	0	36	2	0	38	0	0	0	0	0	10	28	0	0	38	1	0	5	0	6	82
09:30 AM	0	42	4	0	46	0	0	0	0	0	7	41	0	0	48	6	0	4	0	10	104
09:45 AM	0	48	7	0	55	0	0	0	0	0	4	26	0	0	30	5	0	6	0	11	96
Total	0	168	18	0	186	0	0	0	0	0	27	122	0	0	149	14	0	21	0	35	370
10:00 AM	0	47	4	0	51	0	0	0	0	0	6	28	0	0	34	3	0	6	0	9	94
10:15 AM	0	52	7	0	59	0	0	0	0	0	5	28	0	0	33	3	0	3	0	6	98
10:30 AM	0	39	4	0	43	0	0	0	0	0	6	30	0	0	36	5	0	7	0	12	91
10:45 AM	0	39	7	0	46	0	0	0	0	0	7	49	0	0	56	5	0	7	0	12	114
Total	0	177	22	0	199	0	0	0	0	0	24	135	0	0	159	16	0	23	0	39	397
11:00 AM	0	54	9	0	63	0	0	0	0	0	6	43	0	0	49	8	0	4	0	12	124
11:15 AM	0	35	5	0	40	0	0	0	0	0	2	34	0	0	36	6	0	7	0	13	89
11:30 AM	0	35	5	0	40	0	0	0	0	0	4	47	0	0	51	4	0	12	0	16	107
11:45 AM	0	60	15	0	75	0	0	0	0	0	2	51	0	0	53	8	0	7	0	15	143
Total	0	184	34	0	218	0	0	0	0	0	14	175	0	0	189	26	0	30	0	56	463
12:00 PM	0	43	5	0	48	0	0	0	0	0	2	56	0	0	58	10	0	4	0	14	120
12:15 PM	0	43	3	0	46	0	0	0	0	0	6	53	0	0	59	7	0	3	0	10	115
12:30 PM	0	61	3	0	64	0	0	0	0	0	9	47	0	0	56	7	0	5	0	12	132
12:45 PM	0	54	2	0	56	0	0	0	0	0	3	40	0	0	43	8	0	4	0	12	111
Total	0	201	13	0	214	0	0	0	0	0	20	196	0	0	216	32	0	16	0	48	478
01:00 PM	0	45	1	0	46	0	0	0	0	0	7	43	0	0	50	9	0	4	0	13	109
01:15 PM	0	56	6	0	62	0	0	0	0	0	7	59	0	0	66	13	0	6	0	19	147
01:30 PM	0	35	6	0	41	0	0	0	0	0	9	59	0	0	68	4	0	5	0	9	118
01:45 PM	0	39	7	0	46	0	0	0	0	0	11	55	0	0	66	5	0	3	0	8	120
Total	0	175	20	0	195	0	0	0	0	0	34	216	0	0	250	31	0	18	0	49	494
02:00 PM	0	54	10	0	64	0	0	0	0	0	6	50	0	0	56	11	0	4	0	15	135

Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 2

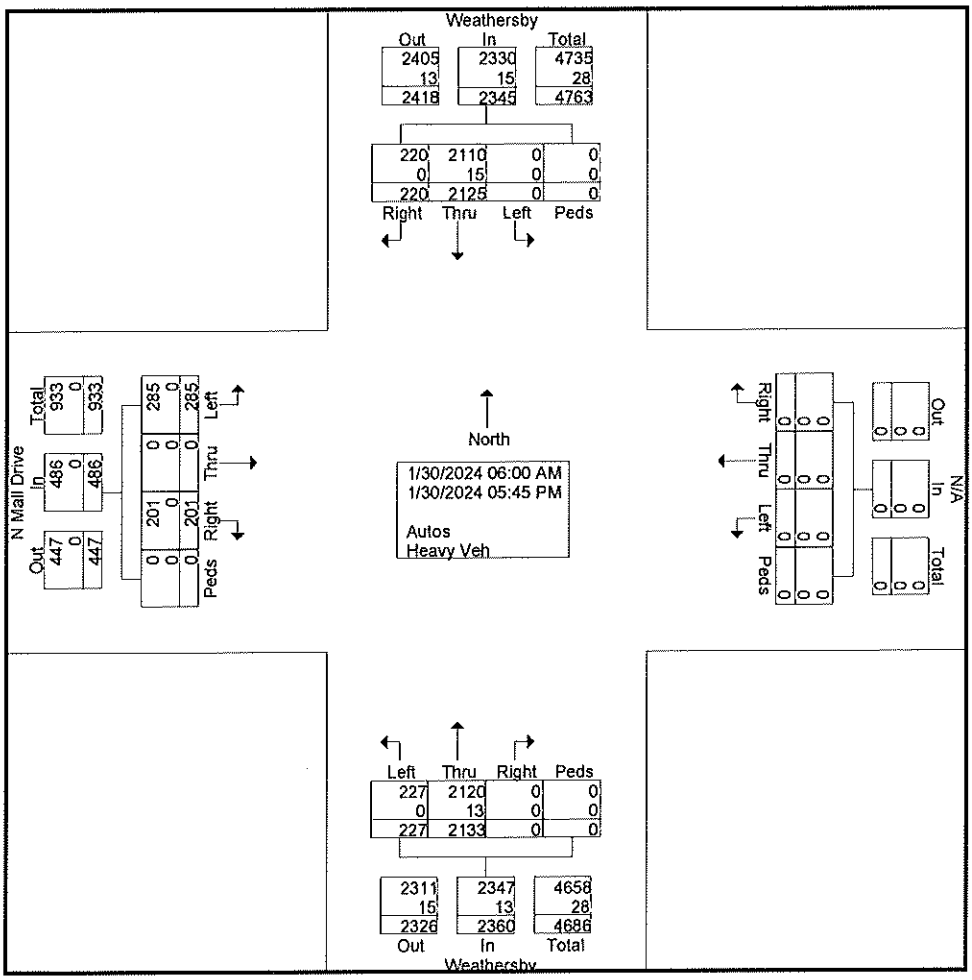
Groups Printed- Autos - Heavy Veh

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
02:15 PM	0	55	4	0	59	0	0	0	0	0	2	59	0	0	61	10	0	5	0	15	135
02:30 PM	0	45	13	0	58	0	0	0	0	0	4	69	0	0	73	6	0	8	0	14	145
02:45 PM	0	50	6	0	56	0	0	0	0	0	5	64	0	0	69	12	0	7	0	19	144
Total	0	204	33	0	237	0	0	0	0	0	17	242	0	0	259	39	0	24	0	63	559
03:00 PM	0	50	8	0	58	0	0	0	0	0	4	59	0	0	63	16	0	5	0	21	142
03:15 PM	0	40	7	0	47	0	0	0	0	0	5	39	0	0	44	9	0	7	0	16	107
03:30 PM	0	48	6	0	54	0	0	0	0	0	3	73	0	0	76	10	0	12	0	22	152
03:45 PM	0	50	6	0	56	0	0	0	0	0	2	55	0	0	57	7	0	6	0	13	126
Total	0	188	27	0	215	0	0	0	0	0	14	226	0	0	240	42	0	30	0	72	527
04:00 PM	0	51	5	0	56	0	0	0	0	0	1	72	0	0	73	7	0	2	0	9	138
04:15 PM	0	51	5	0	56	0	0	0	0	0	3	56	0	0	59	7	0	3	0	10	125
04:30 PM	0	45	3	0	48	0	0	0	0	0	4	51	0	0	55	15	0	2	0	17	120
04:45 PM	0	57	6	0	63	0	0	0	0	0	3	91	0	0	94	6	0	4	0	10	167
Total	0	204	19	0	223	0	0	0	0	0	11	270	0	0	281	35	0	11	0	46	550
05:00 PM	0	69	4	0	73	0	0	0	0	0	10	107	0	0	117	9	0	7	0	16	206
05:15 PM	0	45	5	0	50	0	0	0	0	0	4	76	0	0	80	3	0	2	0	5	135
05:30 PM	0	49	5	0	54	0	0	0	0	0	0	79	0	0	79	14	0	3	0	17	150
05:45 PM	0	45	0	0	45	0	0	0	0	0	0	72	0	0	72	5	0	0	0	5	122
Total	0	208	14	0	222	0	0	0	0	0	14	334	0	0	348	31	0	12	0	43	613
Grand Total	0	2125	220	0	2345	0	0	0	0	0	227	2133	0	0	2360	285	0	201	0	486	5191
Apprch %	0	90.6	9.4	0		0	0	0	0		9.6	90.4	0	0		58.6	0	41.4	0		
Total %	0	40.9	4.2	0	45.2	0	0	0	0	0	4.4	41.1	0	0	45.5	5.5	0	3.9	0	9.4	
Autos	0	2110	220	0	2330	0	0	0	0	0	227	2120	0	0	2347	285	0	201	0	486	5163
% Autos	0	99.3	100	0	99.4	0	0	0	0	0	100	99.4	0	0	99.4	100	0	100	0	100	99.5
Heavy Veh	0	15	0	0	15	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	28
% Heavy Veh	0	0.7	0	0	0.6	0	0	0	0	0	0	0.6	0	0	0.6	0	0	0	0	0	0.5

Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024

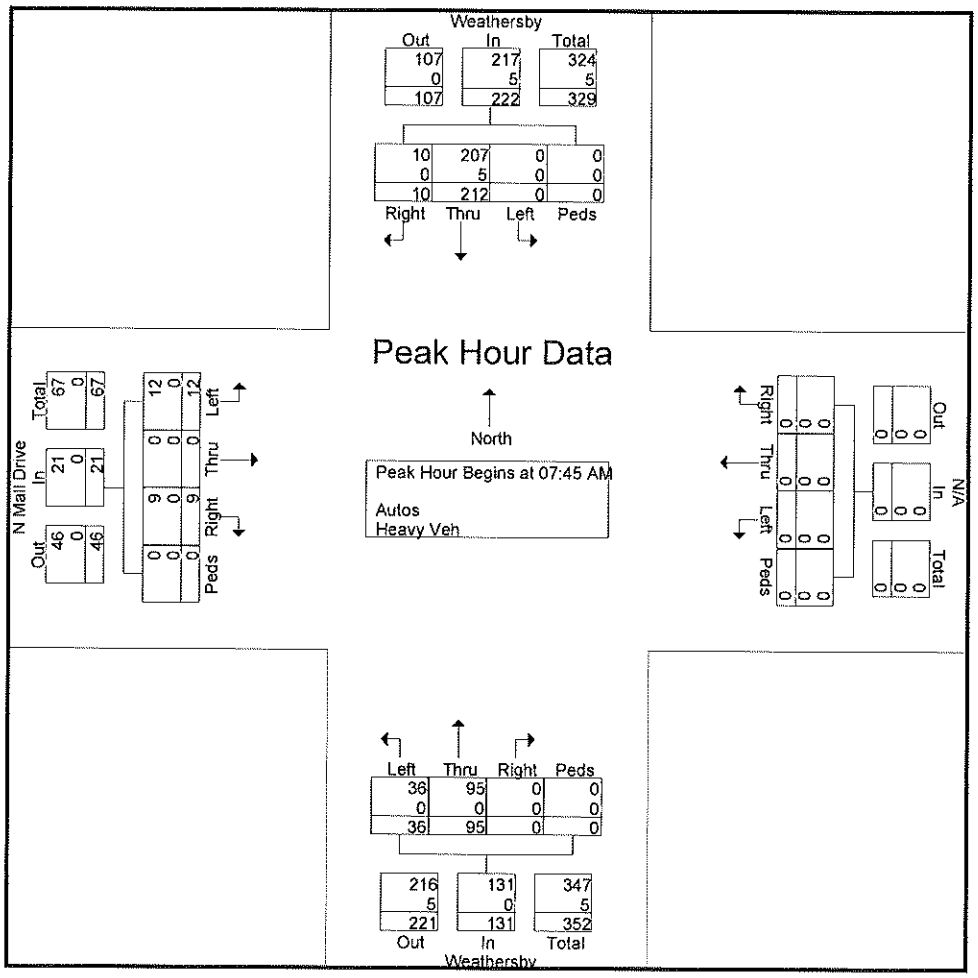


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 4

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:45 AM																					
07:45 AM	0	63	1	0	64	0	0	0	0	0	12	26	0	0	38	3	0	1	0	4	106
08:00 AM	0	56	3	0	59	0	0	0	0	0	8	19	0	0	27	2	0	3	0	5	91
08:15 AM	0	47	3	0	50	0	0	0	0	0	12	23	0	0	35	4	0	2	0	6	91
08:30 AM	0	46	3	0	49	0	0	0	0	0	4	27	0	0	31	3	0	3	0	6	86
Total Volume	0	212	10	0	222	0	0	0	0	0	36	95	0	0	131	12	0	9	0	21	374
% App. Total	0	95.5	4.5	0		0	0	0	0		27.5	72.5	0	0		57.1	0	42.9	0		
PHF	.000	.841	.833	.000	.867	.000	.000	.000	.000	.000	.750	.880	.000	.000	.862	.750	.000	.750	.000	.875	.882
Autos	0	207	10	0	217	0	0	0	0	0	36	95	0	0	131	12	0	9	0	21	369
% Autos	0	97.6	100	0	97.7	0	0	0	0	0	100	100	0	0	100	100	0	100	0	100	98.7
Heavy Veh	0	5	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
% Heavy Veh	0	2.4	0	0	2.3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1.3

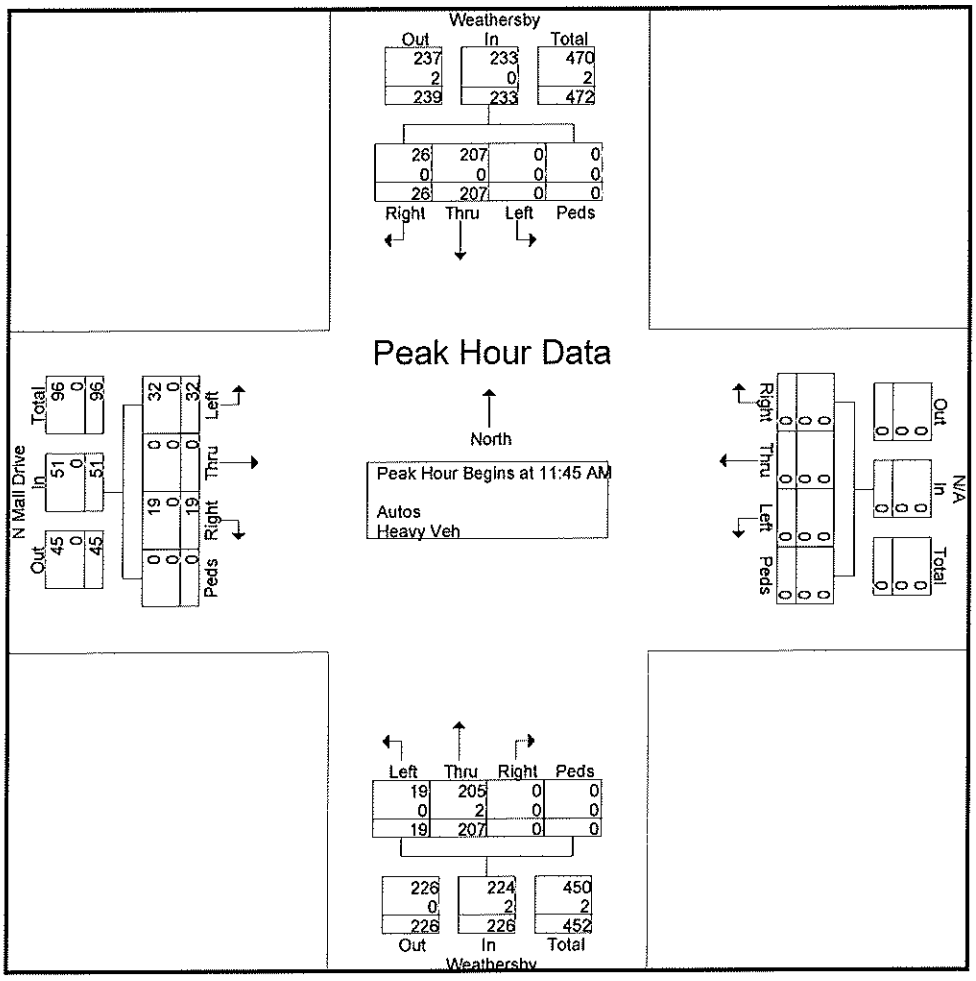


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 5

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:45 AM																					
11:45 AM	0	60	15	0	75	0	0	0	0	0	2	51	0	0	53	8	0	7	0	15	143
12:00 PM	0	43	5	0	48	0	0	0	0	0	2	56	0	0	58	10	0	4	0	14	120
12:15 PM	0	43	3	0	46	0	0	0	0	0	6	53	0	0	59	7	0	3	0	10	115
12:30 PM	0	61	3	0	64	0	0	0	0	0	9	47	0	0	56	7	0	5	0	12	132
Total Volume	0	207	26	0	233	0	0	0	0	0	19	207	0	0	226	32	0	19	0	51	510
% App. Total	0	88.8	11.2	0		0	0	0	0		8.4	91.6	0	0		62.7	0	37.3	0		
PHF	.000	.848	.433	.000	.777	.000	.000	.000	.000	.000	.528	.924	.000	.000	.958	.800	.000	.679	.000	.850	.892
Autos	0	207	26	0	233	0	0	0	0	0	19	205	0	0	224	32	0	19	0	51	508
% Autos	0	100	100	0	100	0	0	0	0	0	100	99.0	0	0	99.1	100	0	100	0	100	99.6
Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2
% Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	1.0	0	0	0.9	0	0	0	0	0	0.4

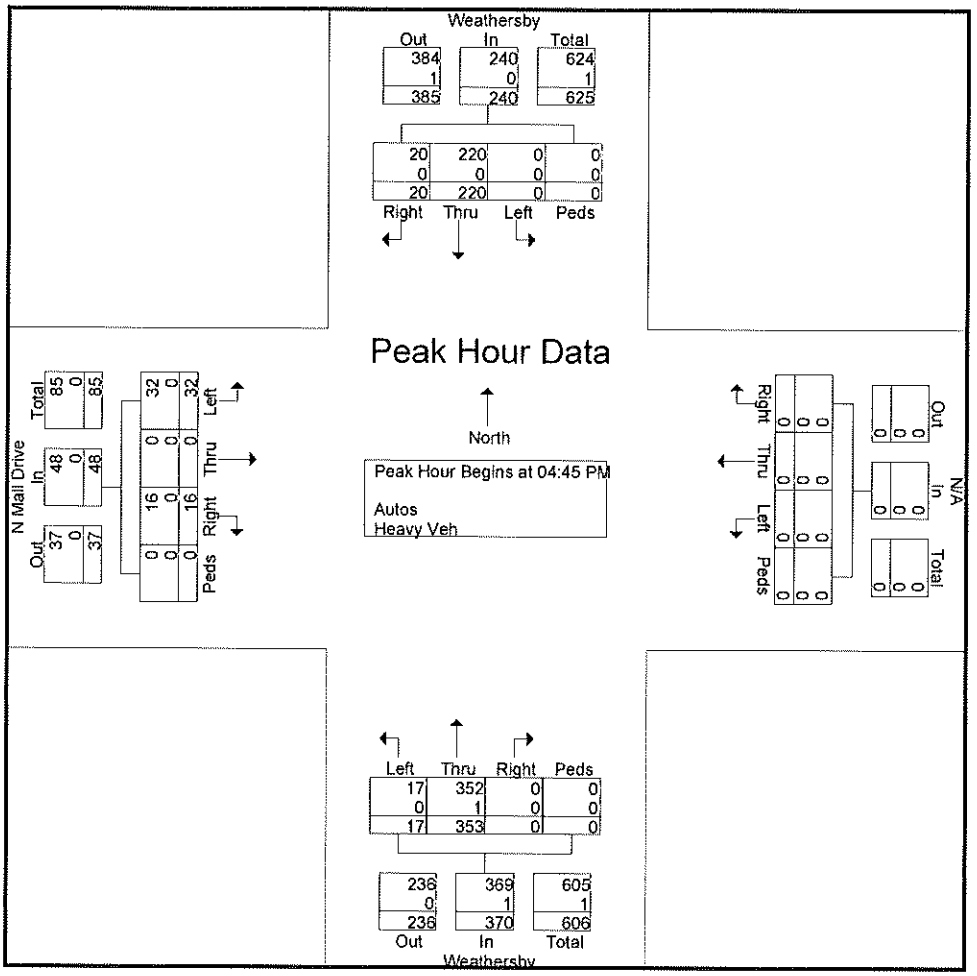


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : n-mall-dr-weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 6

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Left	Thru	Right	Peds	App Total	Int. Total
Peak Hour Analysis From 02:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	0	57	6	0	63	0	0	0	0	0	3	91	0	0	94	6	0	4	0	10	167
05:00 PM	0	69	4	0	73	0	0	0	0	0	10	107	0	0	117	9	0	7	0	16	206
05:15 PM	0	45	5	0	50	0	0	0	0	0	4	76	0	0	80	3	0	2	0	5	135
05:30 PM	0	49	5	0	54	0	0	0	0	0	0	79	0	0	79	14	0	3	0	17	150
Total Volume	0	220	20	0	240	0	0	0	0	0	17	353	0	0	370	32	0	16	0	48	658
% App. Total	0	91.7	8.3	0		0	0	0	0		4.6	95.4	0	0		66.7	0	33.3	0		
PHF	.000	.797	.833	.000	.822	.000	.000	.000	.000	.000	.425	.825	.000	.000	.791	.571	.000	.571	.000	.706	.799
Autos	0	220	20	0	240	0	0	0	0	0	17	352	0	0	369	32	0	16	0	48	657
% Autos	0	100	100	0	100	0	0	0	0	0	100	99.7	0	0	99.7	100	0	100	0	100	99.8
Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
% Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0.3	0	0	0.3	0	0	0	0	0	0.2

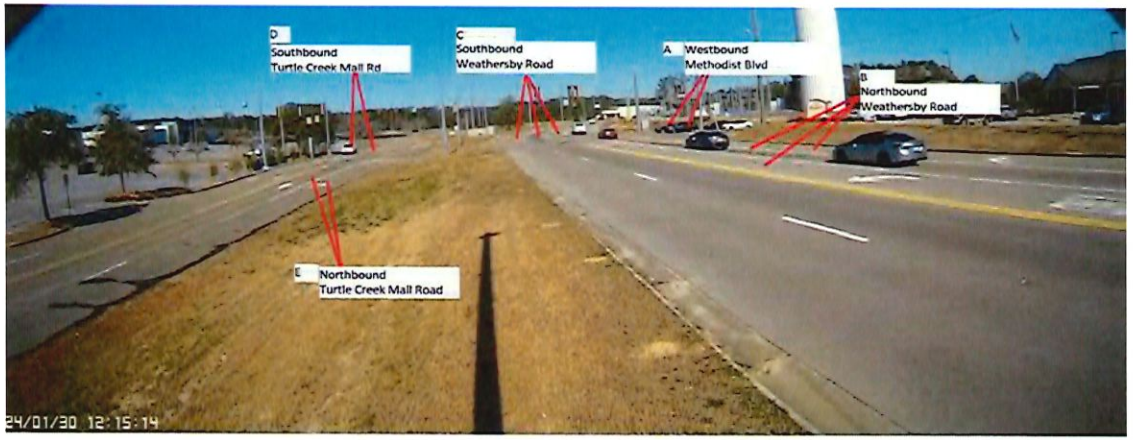


Intersection Name	Methodist Blvd/Weathersby-Turtle Creek Mall
City	Hattiesburg
State	MS
A	Methodist Blvd - Westbound
B	Weathersby Road - Northbound
C	Weathersby Road - Southbound
D	Turtle Creek Mall Rd - Southbound
E	Turtle Creek Mall Rd - Northbound
F	
G	

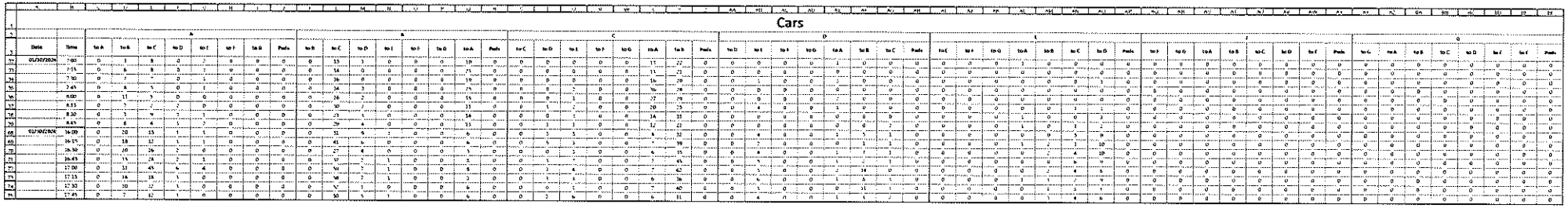
Date and Time of Start of Count 1	1/30/2024	7:00:00
Date and Time of End of Count 1	1/30/2024	9:00:00
Date and Time of Start of Count 2	1/30/2024	16:00:00
Date and Time of End of Count 2	1/30/2024	18:00:00
Date and Time of Start of Count 3		
Date and Time of End of Count 3		

NOTES	

A
B
C
D
E
F
G



Kiser Traffic and Engineering, LLC 2024



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Heavy Vehicles

Date	Time	A								B								C								D								E								F								G							
		to A	to B	to C	to D	to E	to F	to G	Miss	to B	to C	to D	to E	to F	to G	to A	Miss	to C	to D	to E	to F	to G	to A	to B	Miss	to D	to E	to F	to G	to A	to B	to C	Miss	to E	to F	to G	to A	to B	to C	to D	Miss	to F	to G	to A	to B	to C	to D	to E	Miss	to G	to A	to B	to C	to D	to E	to F	Miss
6/30/2024	7:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:15	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:30	0	0	0	1	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	7:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:30	0	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	8:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	16:00	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	16:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	16:30	0	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	16:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	17:00	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	17:15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	17:30	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	17:45	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Kiser Traffic and Engineering, LLC 2024

Intersection	
Intersection Delay, s/veh	7.5
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	3	102	38	2	4	5
Future Vol, veh/h	3	102	38	2	4	5
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	111	41	2	4	5
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	7.6	7.2	7.1
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	3%	0%	44%
Vol Thru, %	97%	95%	0%
Vol Right, %	0%	5%	56%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	105	40	9
LT Vol	3	0	4
Through Vol	102	38	0
RT Vol	0	2	5
Lane Flow Rate	114	43	10
Geometry Grp	1	1	1
Degree of Util (X)	0.126	0.048	0.011
Departure Headway (Hd)	3.99	4.006	3.96
Convergence, Y/N	Yes	Yes	Yes
Cap	902	894	895
Service Time	2.002	2.031	2.025
HCM Lane V/C Ratio	0.126	0.048	0.011
HCM Control Delay	7.6	7.2	7.1
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.4	0.2	0

HCM 6th Signalized Intersection Summary
200: Weathersby Rd & Turtle Creek Dr/Methodist Blvd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	4	0	30	6	19	10	113	66	100	116	9
Future Volume (veh/h)	1	4	0	30	6	19	10	113	66	100	116	9
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	1	4	0	33	7	21	11	123	72	109	126	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	2	10	11	97	23	68	836	1018	863	867	2014	158
Arrive On Green	0.01	0.01	0.00	0.05	0.05	0.05	0.01	0.54	0.54	0.07	0.60	0.60
Sat Flow, veh/h	370	1481	1585	1781	412	1236	1781	1870	1585	1781	3338	262
Grp Volume(v), veh/h	5	0	0	33	0	28	11	123	72	109	66	70
Grp Sat Flow(s),veh/h/ln	1852	0	1585	1781	0	1648	1781	1870	1585	1781	1777	1823
Q Serve(g_s), s	0.2	0.0	0.0	1.0	0.0	0.9	0.2	1.8	1.2	1.3	0.9	0.9
Cycle Q Clear(g_c), s	0.2	0.0	0.0	1.0	0.0	0.9	0.2	1.8	1.2	1.3	0.9	0.9
Prop In Lane	0.20		1.00	1.00		0.75	1.00		1.00	1.00		0.14
Lane Grp Cap(c), veh/h	12	0	11	97	0	90	836	1018	863	867	1072	1100
V/C Ratio(X)	0.40	0.00	0.00	0.34	0.00	0.31	0.01	0.12	0.08	0.13	0.06	0.06
Avail Cap(c_a), veh/h	1173	0	1004	938	0	868	1335	1018	863	1262	1072	1100
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.7	0.0	0.0	25.5	0.0	25.5	5.5	6.2	6.1	4.1	4.6	4.6
Incr Delay (d2), s/veh	19.8	0.0	0.0	2.0	0.0	1.9	0.0	0.2	0.2	0.1	0.1	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.5	0.0	0.4	0.0	0.6	0.3	0.3	0.2	0.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	47.6	0.0	0.0	27.5	0.0	27.4	5.5	6.5	6.3	4.2	4.7	4.7
LnGrp LOS	D	A	A	C	A	C	A	A	A	A	A	A
Approach Vol, veh/h		5			61			206			245	
Approach Delay, s/veh		47.6			27.5			6.3			4.5	
Approach LOS		D			C			A			A	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	8.6	35.0		4.9	5.3	38.3		7.6
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5
Max Green Setting (Gmax), s	16.5	30.5		35.5	16.5	30.5		29.5
Max Q Clear Time (g_c+I1), s	3.3	3.8		2.2	2.2	2.9		3.0
Green Ext Time (p_c), s	0.2	0.9		0.0	0.0	0.7		0.2

Intersection Summary	
HCM 6th Ctrl Delay	8.3
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	9	36	95	212	10
Future Vol, veh/h	12	9	36	95	212	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	10	39	103	230	11

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	417	236	241	0	-	0
Stage 1	236	-	-	-	-	-
Stage 2	181	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	592	803	1326	-	-	-
Stage 1	803	-	-	-	-	-
Stage 2	850	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	574	803	1326	-	-	-
Mov Cap-2 Maneuver	631	-	-	-	-	-
Stage 1	778	-	-	-	-	-
Stage 2	850	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.4	2.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1326	-	695	-	-
HCM Lane V/C Ratio	0.03	-	0.033	-	-
HCM Control Delay (s)	7.8	0	10.4	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection	
Intersection Delay, s/veh	7.6
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	10	25	126	5	0	6
Future Vol, veh/h	10	25	126	5	0	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	27	137	5	0	7
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	7.3	7.7	6.7
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	29%	0%	0%
Vol Thru, %	71%	96%	0%
Vol Right, %	0%	4%	100%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	35	131	6
LT Vol	10	0	0
Through Vol	25	126	0
RT Vol	0	5	6
Lane Flow Rate	38	142	7
Geometry Grp	1	1	1
Degree of Util (X)	0.043	0.156	0.007
Departure Headway (Hd)	4.109	3.951	3.644
Convergence, Y/N	Yes	Yes	Yes
Cap	871	911	969
Service Time	2.135	1.961	1.716
HCM Lane V/C Ratio	0.044	0.156	0.007
HCM Control Delay	7.3	7.7	6.7
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.1	0.6	0

HCM 6th Signalized Intersection Summary
200: Weathersby Rd & Turtle Creek Dr/Methodist Blvd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	5	40	68	19	113	20	228	25	27	184	18
Future Volume (veh/h)	22	5	40	68	19	113	20	228	25	27	184	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	24	5	43	74	21	123	22	248	27	29	200	20
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	85	18	91	233	31	181	699	918	778	628	1623	161
Arrive On Green	0.06	0.06	0.06	0.13	0.13	0.13	0.03	0.49	0.49	0.03	0.50	0.50
Sat Flow, veh/h	1486	310	1585	1781	236	1385	1781	1870	1585	1781	3266	323
Grp Volume(v), veh/h	29	0	43	74	0	144	22	248	27	29	108	112
Grp Sat Flow(s),veh/h/ln	1796	0	1585	1781	0	1621	1781	1870	1585	1781	1777	1812
Q Serve(g_s), s	1.0	0.0	1.6	2.3	0.0	5.3	0.4	4.8	0.5	0.5	2.0	2.1
Cycle Q Clear(g_c), s	1.0	0.0	1.6	2.3	0.0	5.3	0.4	4.8	0.5	0.5	2.0	2.1
Prop In Lane	0.83		1.00	1.00		0.85	1.00		1.00	1.00		0.18
Lane Grp Cap(c), veh/h	103	0	91	233	0	212	699	918	778	628	883	900
V/C Ratio(X)	0.28	0.00	0.47	0.32	0.00	0.68	0.03	0.27	0.03	0.05	0.12	0.12
Avail Cap(c_a), veh/h	1026	0	905	845	0	769	1127	918	778	1044	883	900
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.1	0.0	28.4	24.5	0.0	25.8	7.4	9.3	8.2	7.4	8.4	8.4
Incr Delay (d2), s/veh	1.5	0.0	3.8	0.8	0.0	3.8	0.0	0.7	0.1	0.0	0.3	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	0.7	1.0	0.0	2.2	0.1	1.8	0.2	0.2	0.7	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	29.6	0.0	32.2	25.3	0.0	29.5	7.4	10.0	8.3	7.4	8.7	8.7
LnGrp LOS	C	A	C	C	A	C	A	B	A	A	A	A
Approach Vol, veh/h		72			218			297			249	
Approach Delay, s/veh		31.1			28.1			9.7			8.5	
Approach LOS		C			C			A			A	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	6.5	35.0		8.1	6.1	35.4		12.6
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5
Max Green Setting (Gmax), s	2.5	30.5		35.5	16.5	30.5		29.5
Max Q Clear Time (g_c+I1), s	12.5	6.8		3.6	2.4	4.1		7.3
Green Ext Time (p_c), s	0.0	1.4		0.3	0.0	1.2		1.1

Intersection Summary	
HCM 6th Ctrl Delay	16.0
HCM 6th LOS	B

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	32	16	17	353	220	20
Future Vol, veh/h	32	16	17	353	220	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	17	18	384	239	22

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	670	250	261	0	-	0
Stage 1	250	-	-	-	-	-
Stage 2	420	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	422	789	1303	-	-	-
Stage 1	792	-	-	-	-	-
Stage 2	663	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	414	789	1303	-	-	-
Mov Cap-2 Maneuver	513	-	-	-	-	-
Stage 1	778	-	-	-	-	-
Stage 2	663	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	11.8	0.4	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1303	-	581	-	-
HCM Lane V/C Ratio	0.014	-	0.09	-	-
HCM Control Delay (s)	7.8	0	11.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

HCM 6th AWSC
100: Methodist Blvd & Cottage Drive 02/27/2024

Intersection	
Intersection Delay, s/veh	7.5
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	4	102	38	3	7	8
Future Vol, veh/h	4	102	38	3	7	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	111	41	3	8	9
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	7.6	7.2	7.1
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	4%	0%	47%
Vol Thru, %	96%	93%	0%
Vol Right, %	0%	7%	53%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	106	41	15
LT Vol	4	0	7
Through Vol	102	38	0
RT Vol	0	3	8
Lane Flow Rate	115	45	16
Geometry Grp	1	1	1
Degree of Util (X)	0.128	0.05	0.018
Departure Headway (Hd)	4.003	4.003	3.981
Convergence, Y/N	Yes	Yes	Yes
Cap	898	893	889
Service Time	2.019	2.033	2.05
HCM Lane V/C Ratio	0.128	0.05	0.018
HCM Control Delay	7.6	7.2	7.1
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.4	0.2	0.1

HCM 6th Signalized Intersection Summary
200: Weathersby Rd & Turtle Creek Dr/Methodist Blvd

02/27/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	4	0	33	6	19	10	122	67	100	138	9
Future Volume (veh/h)	1	4	0	33	6	19	10	122	67	100	138	9
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	1	4	0	36	7	21	11	133	73	109	150	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	2	10	11	100	23	70	820	1017	861	856	2038	135
Arrive On Green	0.01	0.01	0.00	0.06	0.06	0.06	0.01	0.54	0.54	0.07	0.60	0.60
Sat Flow, veh/h	370	1481	1585	1781	412	1236	1781	1870	1585	1781	3383	224
Grp Volume(v), veh/h	5	0	0	36	0	28	11	133	73	109	78	82
Grp Sat Flow(s),veh/h/ln	1852	0	1585	1781	0	1648	1781	1870	1585	1781	1777	1830
Q Serve(g_s), s	0.2	0.0	0.0	1.1	0.0	0.9	0.2	2.0	1.2	1.4	1.0	1.0
Cycle Q Clear(g_c), s	0.2	0.0	0.0	1.1	0.0	0.9	0.2	2.0	1.2	1.4	1.0	1.0
Prop In Lane	0.20		1.00	1.00		0.75	1.00		1.00	1.00		0.12
Lane Grp Cap(c), veh/h	12	0	11	100	0	93	820	1017	861	856	1070	1102
V/C Ratio(X)	0.40	0.00	0.00	0.36	0.00	0.30	0.01	0.13	0.08	0.13	0.07	0.07
Avail Cap(c_a), veh/h	1171	0	1003	936	0	866	1319	1017	861	1250	1070	1102
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.8	0.0	0.0	25.5	0.0	25.4	5.5	6.3	6.1	4.2	4.6	4.6
Incr Delay (d2), s/veh	19.9	0.0	0.0	2.2	0.0	1.8	0.0	0.3	0.2	0.1	0.1	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.5	0.0	0.4	0.0	0.7	0.4	0.3	0.3	0.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	47.6	0.0	0.0	27.7	0.0	27.2	5.5	6.6	6.3	4.2	4.8	4.8
LnGrp LOS	D	A	A	C	A	C	A	A	A	A	A	A
Approach Vol, veh/h		5			64			217			269	
Approach Delay, s/veh		47.6			27.5			6.4			4.6	
Approach LOS		D			C			A			A	

Timer - Assigned Phs	1	2		4	5	6		8
Phs Duration (G+Y+Rc), s	8.6	35.0		4.9	5.3	38.3		7.7
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5
Max Green Setting (Gmax), s	4.5	30.5		35.5	16.5	30.5		29.5
Max Q Clear Time (g_c+I1), s	3.1	4.0		2.2	2.2	3.0		3.1
Green Ext Time (p_c), s	0.2	0.9		0.0	0.0	0.8		0.2

Intersection Summary	
HCM 6th Ctrl Delay	8.3
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	9	36	104	236	10
Future Vol, veh/h	12	9	36	104	236	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	10	39	113	257	11

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	454	263	268	0	-	0
Stage 1	263	-	-	-	-	-
Stage 2	191	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	564	776	1296	-	-	-
Stage 1	781	-	-	-	-	-
Stage 2	841	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	546	776	1296	-	-	-
Mov Cap-2 Maneuver	610	-	-	-	-	-
Stage 1	756	-	-	-	-	-
Stage 2	841	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.5	2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1296	-	672	-	-
HCM Lane V/C Ratio	0.03	-	0.034	-	-
HCM Control Delay (s)	7.9	0	10.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	20	4	109	7	2	226
Future Vol, veh/h	20	4	109	7	2	226
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	4	118	8	2	246

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	372	122	0	0	126	0
Stage 1	122	-	-	-	-	-
Stage 2	250	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	629	929	-	-	1460	-
Stage 1	903	-	-	-	-	-
Stage 2	792	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	628	929	-	-	1460	-
Mov Cap-2 Maneuver	666	-	-	-	-	-
Stage 1	903	-	-	-	-	-
Stage 2	790	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.4	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	699	1460	-
HCM Lane V/C Ratio	-	-	0.037	0.001	-
HCM Control Delay (s)	-	-	10.4	7.5	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

HCM 6th AWSC
100: Methodist Blvd & Cottage Drive 02/27/2024

Intersection	
Intersection Delay, s/veh	7.6
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	14	25	126	8	2	8
Future Vol, veh/h	14	25	126	8	2	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	27	137	9	2	9
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	7.4	7.7	6.9
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	36%	0%	20%
Vol Thru, %	64%	94%	0%
Vol Right, %	0%	6%	80%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	39	134	10
LT Vol	14	0	2
Through Vol	25	126	0
RT Vol	0	8	8
Lane Flow Rate	42	146	11
Geometry Grp	1	1	1
Degree of Util (X)	0.049	0.16	0.012
Departure Headway (Hd)	4.134	3.95	3.816
Convergence, Y/N	Yes	Yes	Yes
Cap	865	910	924
Service Time	2.164	1.963	1.896
HCM Lane V/C Ratio	0.049	0.16	0.012
HCM Control Delay	7.4	7.7	6.9
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.2	0.6	0

HCM 6th Signalized Intersection Summary
200: Weathersby Rd & Turtle Creek Dr/Methodist Blvd

02/27/2024



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	5	40	70	19	113	20	255	29	27	201	18
Future Volume (veh/h)	22	5	40	70	19	113	20	255	29	27	201	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	24	5	43	76	21	123	22	277	32	29	218	20
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	85	18	91	234	31	182	687	917	777	602	1636	149
Arrive On Green	0.06	0.06	0.06	0.13	0.13	0.13	0.03	0.49	0.49	0.03	0.50	0.50
Sat Flow, veh/h	1486	310	1585	1781	236	1385	1781	1870	1585	1781	3294	300
Grp Volume(v), veh/h	29	0	43	76	0	144	22	277	32	29	117	121
Grp Sat Flow(s),veh/h/ln	1796	0	1585	1781	0	1621	1781	1870	1585	1781	1777	1816
Q Serve(g_s), s	1.0	0.0	1.6	2.4	0.0	5.3	0.4	5.5	0.7	0.5	2.2	2.2
Cycle Q Clear(g_c), s	1.0	0.0	1.6	2.4	0.0	5.3	0.4	5.5	0.7	0.5	2.2	2.2
Prop In Lane	0.83		1.00	1.00		0.85	1.00		1.00	1.00		0.16
Lane Grp Cap(c), veh/h	103	0	91	234	0	213	687	917	777	602	883	902
V/C Ratio(X)	0.28	0.00	0.47	0.33	0.00	0.68	0.03	0.30	0.04	0.05	0.13	0.13
Avail Cap(c_a), veh/h	1025	0	905	845	0	769	1115	917	777	1019	883	902
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.1	0.0	28.4	24.5	0.0	25.8	7.4	9.5	8.2	7.5	8.4	8.4
Incr Delay (d2), s/veh	1.5	0.0	3.8	0.8	0.0	3.7	0.0	0.8	0.1	0.0	0.3	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	0.7	1.0	0.0	2.2	0.1	2.1	0.2	0.2	0.8	0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	29.6	0.0	32.2	25.3	0.0	29.5	7.4	10.3	8.3	7.5	8.7	8.7
LnGrp LOS	C	A	C	C	A	C	A	B	A	A	A	A
Approach Vol, veh/h		72			220			331			267	
Approach Delay, s/veh		31.1			28.1			9.9			8.6	
Approach LOS		C			C			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.5	35.0		8.1	6.1	35.4		12.7				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	2.5	30.5		35.5	16.5	30.5		29.5				
Max Q Clear Time (g_c+I1), s	12.5	7.5		3.6	2.4	4.2		7.3				
Green Ext Time (p_c), s	0.0	1.6		0.3	0.0	1.3		1.1				

Intersection Summary	
HCM 6th Ctrl Delay	15.7
HCM 6th LOS	B

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	32	16	17	382	237	20
Future Vol, veh/h	32	16	17	382	237	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	17	18	415	258	22

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	720	269	280	0	-	0
Stage 1	269	-	-	-	-	-
Stage 2	451	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	395	770	1283	-	-	-
Stage 1	776	-	-	-	-	-
Stage 2	642	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	388	770	1283	-	-	-
Mov Cap-2 Maneuver	492	-	-	-	-	-
Stage 1	762	-	-	-	-	-
Stage 2	642	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.1	0.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1283	-	559	-	-
HCM Lane V/C Ratio	0.014	-	0.093	-	-
HCM Control Delay (s)	7.8	0	12.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

Intersection	
Int Delay, s/veh	0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	13	3	393	22	5	245
Future Vol, veh/h	13	3	393	22	5	245
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	3	427	24	5	266

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	715	439	0	0	451	0
Stage 1	439	-	-	-	-	-
Stage 2	276	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	397	618	-	-	1109	-
Stage 1	650	-	-	-	-	-
Stage 2	771	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	395	618	-	-	1109	-
Mov Cap-2 Maneuver	499	-	-	-	-	-
Stage 1	650	-	-	-	-	-
Stage 2	767	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.2	0	0.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	518	1109	-
HCM Lane V/C Ratio	-	-	0.034	0.005	-
HCM Control Delay (s)	-	-	12.2	8.3	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

EXHIBIT A-1

entitled to the non-exclusive use of any portion of the Common Area, **which comprises drives or walkways**, for the purpose of ingress and egress . . . ." (emphasis added). This section of the Declaration is noted for the purpose of showing that this right of the Declarant does not extend to other portions of the common area.

The "Declaration of Covenants, Conditions and Restrictions" for the Cottages of Turtle Creek, Lots 30-58, Phase II, are predominantly a replication of the original Declarations as discussed above. It contains the same language and sections. It is my opinion that the Declarations for Phases I and II clearly identify numerous indicia of ownership in fee in the Association.

B. An examination of the recorded plats for Phases I, II and III of The Cottages of Turtle Creek reveals the designated areas of the subdivision which are common areas and community facilities as defined and discussed in the Declarations covering those phases. Of particular note is the relationship of the three plats with respect to access to public streets. The Phase I plat shows Cottage Drive as dead-ending at the eastern boundary of this phase which demonstrates a likely intention that the subdivision could or would be extended in the future to the East. Further, this plat shows that Turtle Crossing and Creekside Manor dead-end at the northern boundary of Phase I, indicating, also, that these streets might in the future be extended to the North.

The plat of Phase II shows that Hamlett Drive dead-ends at the northern boundary of this phase. This is an indication of possible future extension of this street to the North. However, Cottage Drive loops around in a rectangular pattern which shows that on its eastern boundary there are no street dead-ends. Indeed, Cottage Drive is clearly shown as having no potential dead-end outlets for future extension to the East. Since plats are usually construed against the interest of the developer, in favor of the public and as a document which a purchaser of lot can rely upon, these two plats would strongly support the conclusions (1) that the common area on the eastern boundary of Phase II is owned by the Association and (2) that there was no intention of the Developer to extend the subdivision to the East.

C. With respect to the February 13, 2017 letter from Mr. Rick D. Norton, I am unable to find any definitive proof in the letter which supports the opinion "that DPI should be granted the building permit because it holds a contractual right to build the access road across the Common Areas and Green Space at issue." His opinion was based on (1) the plat of Phase II of the Cottages of Turtle Creek; (2) the Declaration of Covenants, Conditions and Restrictions for the Cottages of Turtle Creek for Lots 30-58, Phase II; and (3) an Assignment of Rights and Reservations filed of record in Land Deed Book 25-S, at page 469.

Please see my discussion of the appropriate plats of the subdivision in Section B of my letter as to the reasons why these plats do not support DPI's alleged ownership of the common areas and green space in Phase II. Rather the plats demonstrate rather clearly that if the developer intended to extend the subdivision to the East, then it should not have provided for a common area on the eastern boundary of Phase II, and, instead, provided for Cottage Drive to have dead-ended at the eastern

Portion of Transcript of Proceedings
September 6, 2023

Portion of Transcript of Proceedings
September 19,2023

Portion of Transcript of Proceedings
October 3, 2023

Portion of Transcript of Proceedings
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Brown Court Reporting & Litigation Support
4780 I-55 North, Suite 100
Jackson, MS 39211
julie@browncourtreporting.com
(601) 203-0071 phone | (601) 709-4611 fax

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HATTIESBURG PLANNING COMMISSION MEETING

HATTIESBURG, MISSISSIPPI

September 6, 2023

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PORTION OF TRANSCRIPT OF PROCEEDINGS

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Transcribed from audio recording by
JULIE BROWN, RPR, CCR 1587
Brown Court Reporting
1888 Main Street, Ste. C #289
Madison, MS 39110
(601) 832-4919
julie@browncourtreporting.com

(PREVIOUS PROCEEDING NOT TRANSCRIBED)

MS. HOGGE: Thank you. I don't have a chair's report today. I'm sitting in for Chair Mark Miller. At this time, we would like to all introduce ourselves to the public and -- do we have anyone online.

MR. LONG: I think Mr. Dawe joined us. Yes, he's online.

MR. DAWE: I'm on. This is Commissioner Dawe, yeah.

MS. HOGGE: Start with Commissioner Wilson at the end. If you'll say your name and what ward you represent.

MR. WILSON: Carlos Wilson, Ward 2.

MR. KEYSEEAR: Jeff Keyseear, Ward [inaudible].

MR. CONVILLE: Dick Conville, Ward 3.

MS. HINTON: Amy Hinton, Ward 1.

MS. RAY: Rebekah Ray, Ward 3.

MS. LOCKETT: Elayne Lockett, Ward 5.

MS. PICKETT: Rhoda Pickett, Ward 2.

MS. HOGGE: Thank you. At this point -- oh, I'm sorry, Charles.

MR. DAWE: Yeah. This is Commissioner

Dawe, Ward 4.

MR. LONG: Can you hear us?

MR. DAWE: Yes. This is Commissioner Dawe, Ward 4. Can you guys hear me?

MR. LONG: Yeah, we can now.

MR. DAWE: Okay. Good deal.

MS. HOGGE: You want to introduce yourself, commissioner? We have Commissioner Dawe representing Ward 4. And he is online.

MR. DAWE: Yes, that's correct. This is Commissioner Dawe, Ward 4.

MS. HOGGE: Can you hear us okay?

MR. DAWE: Yeah. I can hear you loud and clear.

MS. HOGGE: Okay. Thank you.

Before we begin the public hearing, I'm going to read the rules of decorum for this meeting. First of all, we will hear from the staff, who will explain each item that's on the agenda. And then we will ask the applicant or the applicant's representative to come speak.

And anyone who speaks at the podium we'll ask you to give your name and then also sign in, even if you signed in at the table as you came in, also sign in here. The applicant will be given 20

minutes to speak.

And then, after that, any member of the public can come speak either on -- we'll call for members to speak on behalf of the application, in favor of the application. And then we'll also call on people to speak in opposition, if there is any. Each speaker, other than the applicant, will be given three minutes to speak. Unless you are representing an organization, such as a neighborhood organization, in which you'll be given five minutes to speak.

We ask that you address the commission only and not each other. If you have a question for the applicant, address the question towards the commission. And then, at the end, the applicant will be given time for rebuttal, at which time they can choose to answer your questions if they have an answer.

And we also, with this big of a crowd, we do ask you to keep voices down, don't talk amongst yourself. It can be really difficult to hear sometimes.

With that, are you ready to present Item A?

MR. LONG: Thank you, Chair Hinton. I'll

present item A today. We'll give Nathan a break for a few minutes. Today we have a preliminary plat for a major subdivision at the Cottages of Turtle Creek. Dennis Pierce, the property owner, is here today to speak on behalf of it. This is going to encompass some land on the north side of the existing -- [inaudible.]

UNIDENTIFIED SPEAKER: Can we turn that off? [Inaudible.]

MR. LONG: How about this one? Is that any better? All right.

A little uncomfortable now. I feel like I'm shouting at people, but I'm not trying to.

Okay. So Item A is Dennis Pierce's application for a preliminary plat approval for a major subdivision at the Cottages of Turtle Creek. The subdivision is on the north side of the existing Turtle Creek Cottages.

The property encompasses -- I think it was about twelve acres of property. Most of it is zoned R-3, although some of it is zoned R-2. Currently, the proposed preliminary plat is focused on the R-3 side of the property.

According to R-3 regulations, each individual lot has to be a minimum of 7500 square

feet and I think 40 feet wide at the required setback. The current phase is proposed at 52 lots. There's some background history if anybody wants to briefly read through that.

Then we'll move on to the vicinity map where we can see what the lot layouts look like in the current vicinity. And this subdivision is going to find itself on the north side of the Creekside Manor/Hamlett Drive area that you can see there.

We also have future land use maps showing the neighborhood mixed use district. And a 7500 square foot lot subdivision would kind of find itself in, more or less in harmony with the comprehensive plan. This is the three lots that are the properties that are owned by -- I keep using the word lots, but that's not actually it. These are the three parcels of property that are owned by Mr. Pierce in part of the application today, photographs of the surrounding neighborhood (indicating).

Now to the most interesting part and probably what a lot of people are here for today is the actual layout of the subdivision itself. So this is Mr. Pierce's layout of Turtle Creek, phase IV. And, if you look at the project, there's also a potential phase V or VI on the east side of it.

Coming off of Methodist Boulevard, there's a proposed construction entrance, although I do not know that that's currently required. But we could talk about that maybe as a condition. That construction entrance would make its way through one of the other future phases and tie itself into the development project and so hopefully eliminating any through traffic through the main [unintelligible].

There's also a potential for a road coming off of -- is that Westerly?

UNIDENTIFIED SPEAKER: Weathersby.

MR. LONG: Weathersby. Off of Weathersby Road there that could potentially enter into the neighborhood, as well.

We took the proposed subdivision and we superimposed it over the existing area of photography in the area. And it helps give you a better visual example of where this is actually going to tie into the neighborhood as proposed.

Oh, Yeah. One more thing. If you go back a slide, please, sir.

There was some concern, I think, voiced, and when Steph -- Steph addressed this initially in the pre-application, the consultation meeting with the developer is that there is a common area on the

east side of what's phase II there. And there are protections in state law for existing platted neighborhoods about how you would go about redeveloping that.

And so we -- right now there is no proposal to actually put a through road in there. You can see in that gray area there is a -- and I went out there on site personally, and that's kind of where it's kind of sloped up and there's some vegetation there.

Anyway, so there is no through road being proposed there right now. And, if one was proposed, the owners of phase II would have -- well, that proposal would have to go through our office, one. And then we'd give the landowners of that phase II, they would have a say in front of a public hearing if their neighborhood is being changed.

So today that kind of summarizes the staff presentation. You do have the options that are normally available when it comes to subdivision development. One of the things that staff took upon itself that we did with one of our previous subdivisions is that we listed some conditions for you guys to consider.

Is that on the next slide? Yeah. And

they should find its way into your packet. There's conditions that -- things like bonds, utilities. Some of these things are just our minor housekeeping things that were, for whatever reason, in our old ordinance and then was kind of eliminated through the new ordinance.

But we still find ourselves in need of some of these things. So we're going to look at them as conditions, but you will probably see them in the future, the tax amendment. Things like a maintenance agreement or what happens if Mr. Pierce is ready to start selling lots, you know.

Should we find ourselves approved and everything down the line, what happens if he's ready to start selling the lots, but his street isn't quite complete. So, you know, those are just some housekeeping things that we take care of on our end. But it would come as a recommendation from both the planning commission and the city council should it get approved.

MS. HOGGE: Are there any questions for staff from the commission?

MR. LONG: Please use the microphone. I've already been yelled at once. We don't want anybody --

UNIDENTIFIED SPEAKER: I hope the budget that the city council approved included adequate audio equipment for the planning commission. Did it?

MR. LONG: It has been adequately talked about. We're going to do everything we can in the next couple of months when the budget kicks in to improve this.

UNIDENTIFIED SPEAKER: Great. Thank you.

If you would, go back, Mr. Long, to the picture that showed the three parcels. The subject property that we're talking about today, where is it?

MR. LONG: The bulk of the property is the green. Now, he does have all three applications. We are showing a proposed through road.

UNIDENTIFIED SPEAKER: Is that the twelve acres?

MR. LONG: I believe just the green area should probably suffice as the twelve acres.

UNIDENTIFIED SPEAKER: Yeah.

MR. LONG: But there is a proposed through road that kind of takes itself through the parcel highlighted in blue. And then you may have a

construction interest that may find itself coming in around the parcel highlighted in orange. And that might be actually easier to see on this superimposed photography.

UNIDENTIFIED SPEAKER: Where's the orange?

MR. LONG: The one on the right. The one that says PBNIN 7899.

UNIDENTIFIED SPEAKER: Oh, oh. Yeah. Okay. I see it. Thank you.

MR. LONG: Okay, now.

UNIDENTIFIED SPEAKER: Okay. That's the one that confused me. Why is that curved up there?

MR. LONG: At the northeast end?

UNIDENTIFIED SPEAKER: Yeah. The parcel is square that we just saw, and suddenly that one's shaped differently.

MR. LONG: On the northeast end -- would you go back?

That might be the limit of his proposed development. I mean, Mr. Pierce might actually have to speak to that personally, but that could be the limit of his proposed development for the next foreseeable future.

UNIDENTIFIED SPEAKER: So that may be in

the blue portion?

MR. LONG: No. That's actually back in the orange portion. That northeast cul de sac would probably end somewhere up there in that orange section.

UNIDENTIFIED SPEAKER: Are you speaking about the northwest side of the property?

UNIDENTIFIED SPEAKER: That's what I had in mind was northwest.

MR. LONG: On the northwest side? Oh. There is a creek that flows through there. And we have some potential flood hazard for some of those properties. We're working -- the staff is working with Mr. Pierce to try to mitigate that should this proposal make its way through. And we're going to try to keep as many of the residential lots or the homes themselves out of the flood zone as possible.

But that turns into a, more of a -- and Mr. Pierce said this himself, more of a de facto boundary of where his neighborhood that he is developing might find a --

UNIDENTIFIED SPEAKER: So the creek is what makes that curve?

MR. LONG: Yes, sir. Yeah. On the northwest corner right there.

UNIDENTIFIED SPEAKER: Thank you. Okay. I do hope we don't put yet another creek inside pipes in Hattiesburg. I got my fingers crossed on that.

MR. LONG: Well, we have some pretty robust provisions against that, I believe, at this point, so we're going to work to try to keep that as natural and free flowing as possible.

UNIDENTIFIED SPEAKER: Great. Thank you.

MR. LONG: Thank you.

MS. LOCKETT: Mr long, I saw -- I saw in the write-up, the history of the write-up about the mitigation of the wetlands. Can you go back to that, please?

MS. HOGGE: No one can hear you.

MR. LONG: Ms. Lockett, could you please --

MS. LOCKETT: I saw -- I saw in the write-up, the history of the write-up about -- can y'all hear this?

MR. LONG: Yeah.

MS. LOCKETT: Excuse me for yelling. About the mitigation of the wetlands. As a former agricultural journalist, I'm very interested in protecting those wetlands. Can you go back to the

brick lot and show me where they are exactly? Thank you.

MR. LONG: I don't believe that I would be able to show you exactly where those wetlands.

MS. HOGGE: They can't hear you.

MR. LONG: Thank you.

We're all working to shoot technical difficulties with our audio at the same time.

We pinched one of the cords somewhere.

UNIDENTIFIED SPEAKER: Dick did it.

UNIDENTIFIED SPEAKER: The approximate boundaries of the wetlands are right through here along this boundary right here (indicating). So it's --

MR. LONG: All right. One more try.

So the approximate boundaries of the wetlands flow through right there where the floodplain is. And I believe he's working on getting a wetland delineation, which would be part of the permitting process that we do after the idea of a preliminary flat being approved or denied.

MS. LOCKETT: The reason I'm asking is that I have some land that has wetlands and it's protected. I can't touch it. And so I wondered, will they not be able to touch this.

MR. LONG: What typically happens is they pull a wetlands permit, and they go to the Army Corps of Engineers. And then the Corps of Engineers could potentially permit the development of wetlands or they may decide that it's not worth their time for some of the permitting and they look at.

When I say permitting, it's not worth their time to actually develop lots in the wetland. And so they may look at just doing a crossover where they have to, maybe have to put a culvert in so that they could cross over to the street or maybe even a bridge. We do those things on the permitting side should we get through an approval.

MS. LOCKETT: Thank you.

MR. LONG: You're welcome.

MS. HOGGE: Are there any other questions for staff?

All right. We're ready to hear from the applicant. Who comes to speak today for this proposal?

MR. PIERCE: All right. I think Cory and Nate went over pretty good --

MS. HOGGE: Can you introduce yourself to the crowd, please?

MR. PIERCE: Ma'am?

MS. HOGGE: Introduce yourself, please.

MR. PIERCE: Yes, ma'am. I'm Dennis Pierce, and I own land, and I'm the builder also.

So I had a question for the staff. I don't know -- now, is this the staff or is this the staff? That's the staff. So I asked for the question -- Can y'all hear me? The question I have for Nate or Cory is: Have I complied with all the ordinances required by the city? Nate?

MR. SATCHER: Mr. Pierce, that's part of why you're here today. And that's one of the things that would be required for you to continue to comply with the city ordinances.

MR. PIERCE: But we have complied with everything that the planning department has asked us to do.

MR. SATCHER: We are at that juncture, yes. You have -- we have some wetlands things, We have a few other permitting issues to mitigate, but the initial application appears to be concise.

MR. PIERCE: But to get to here and to go forward, we've complied with everything we've been asked to do to get to here.

MR. SATCHER: You've done everything you needed to do to get to here?

MR. PIERCE: Uh-uh. All right.

I agree with the sound system. I think it's -- there's a lot of ani- -- not animosity, but there's a lot of -- I don't know what you call it, questions about an interpretation about whether or not the value or the subdivision where this is consisting of I, II and II would be hurt.

When I look back at the absorption rate -- can you still hear me? The absorption rate was about seven houses per year during the construction period. So I think that -- the idea that we're going to build 58 houses or 60 or 30 or whatever out the gate, this is probably a seven to ten-year project. Would -- that to be part of the equation here.

So I think that this preliminary hearing is just exceptional in design. And, once we redo the wetlands report, it may change some of the things, The questions about wetlands. The wetlands report that was done was done some time ago. But, until we get past this point here, we're not going to spend thousands and thousands of dollars to redo something. If something happens, we don't get to build something.

And so anyway, having said that, the time

to start the first house, by the time we do wetlands, go through engineering, DEQ, all the other things, we're probably looking at eight to ten months before we can even start construction. And then, after we start construction, we're probably looking at another six months.

So probably 14 to 18 months before we start housing and then about six months to build houses. You're probably looking at about two years before the first house would be ready to even sell. And then again, you're looking at a seven year -- I mean, a seven-house absorption rate per year. That's past history.

So, when we sold this property to Flanagan Construction, it was never with intent that we would never develop the rest of the property. We owned all that property from 4th Street -- not 4th Street, Westover all the way to west. And we've been developing that for probably 20 years at least right now, so. But the idea of not developing was never a problem. I don't think anybody thought that I would never develop it.

I'd like to address something that may be a concern. We were naming this, and we don't have to name it Cottages IV. It can be anything else,

but we have no intention of piggybacking any of the covenants or any of the common area or anything that has to do with the Cottages I, II and III.

This will be a standalone subdivision. It'll have its own covenant. And it will not be governed by the association. They won't have anything to do with it. And the mere fact that, just for convenience, we call it Cottages IV, which is for the simple reason it was the same concept of 55 and up. But I think there may have been a misconception by the public that this was part of Cottages I, II and III. That's not the case at all.

(Inaudible.) The request to build the road to Weathersby is -- and I've discussed it with planning -- is probably the last option. I would prefer that subdivision not have any commercial traffic off of Weathersby going through it. We are working with CHS, the mayor, Wesley Hospital and acquiring a road from the south corridor.

Can you go down? Yeah, right there.

That's where we would prefer to have an entrance. And it may take a couple of years to do it.

The last option, the last worst case scenario for me as a developer is to come off

[unintelligible] it's going to bring commercial traffic into there. I prefer not to do that.

But having said that, Cory, if you will look at that -- I guess Cory -- not Corey or Nathan. Nathan. I'm sorry. The line between the R-3 and the B, that line up and down right there, that line designates B-2 or B-3.

Nathan, I think -- but my plan and my hope is to, along that stream there, let that be the last of the development. I hope to be able to get that rezoned to the B-3 or B-2, whatever it is, and let that be professional. That's part of the whole master plan.

The master plan here you're looking at probably 15 or 20 years. It's not something that's going to happen -- I wish it would happen in five or six years, but it's just not the case. I've been doing this 44 years now. So time is never on my side.

Let's see. So that's the road (indicating). There was some consideration and concern about property values, that the older houses would not be as desirable as the new houses. Statistically, when, as a realtor and a builder, there's a trend on values. Older houses never

sell -- I'm not saying never. It's unusual for them to sell at the same price as the new ones.

As time goes along, those two trends will get close together and they get further apart. The old being the lower and the newer being the high. And I could bring you charts for the last 20 years to show that. And that's been my business my entire life. It actually will help increase the values. So I don't think very little -- I don't think that's going to happen.

All right. Where am I?

One of the things we intend to do -- Cory, if you will -- Nathan. I'm sorry. Nathan, If you'll show where that road comes into the new subdivision.

No. Down there. Right out of the phase III. Not there. The other one. Yeah, right there. Right there. Where that road leads to the property line, we will not open that fence even probably a couple of years. It may be a year at the earliest.

Our plan is for all construction traffic, not just the building of the roads, for the building of all the houses to come through off of Methodist Boulevard there and come in there. So the construction traffic -- I'm not saying there won't

be a truck through there out of ignorance, but the intent is for all construction traffic to come off the Methodist Boulevard.

One of the things that's talked to lawyers and realtors out the gate is something in the constitution, U.S. Constitution calls a bundle of rights. Bundle of rights is also called a bundle of sticks. Each stick represents a certain right, the right to do what you want to with it, the right to do this, do that. Governmental interference sometimes called land code or building codes, it pulls out one of those rights.

But the land development code does not prevent us from the right to develop at this time. And I say again, we've applied with everything that we've been asked to do. Our desire is to have a subdivision with the highest and best pay.

And the last thing I'll say is, after doing this for 40-plus years, nobody has ever called and thanked me for building more houses behind theirs. And I understand everybody's interpretation about what I'm doing. But we bought the property to develop, and we have the right to develop.

And if there's anything -- I know everybody has got different ideas how it should be

done. We've done extensive efforts to make it as palatable to the people that's in I, II and III of the properties. And, with that, do y'all have any questions for me?

MS. HOGGE: Does the commission have any questions for Mr. Pierce?

Commissioner Conville does.

MR. CONVILLE: Mr. Pierce, you use the term "absorption rate."

MR. PIERCE: Yes, sir.

MR. CONVILLE: Would you mind explaining that for all of us?

MR. PIERCE: I'd be happy to. The original cottages, I, plat was filed in '04. And then the last plat was filed in 2011. In 2011, construction carried on for a year or two after that. But, if you take the 60-something lot, I believe that's there and divided it by that number of years, that's about how many houses were built per year.

I wish it was 60 a year, but it's not. But that's the statistical analysis of history. Nothing to provide. I mean, We may be a lot longer than that. A lot fewer houses. We don't know. I wish I could predict it.

MS. HOGGE: Any other questions?

All right. Thank you.

Does anyone come to speak in favor of this proposal? So no one coming to speak in favor.

Who comes to speak in opposition? And we'll take the gentleman in the glasses. I saw his hand first.

I want to remind you-all that, if you come to speak on behalf of an organization, you get five minutes. Otherwise, you get three minutes. And we want everyone to have an opportunity for us to speak. But, in the interest of our time, if you can keep from -- don't think you have to use your entire three to five minutes. If it becomes repetitive, -- we're going to take notes of what everybody's saying and the meeting is also recorded.

MR. HURT: I'm representing the Cottage of Turtle Creek Homeowners Association.

MS. HOGGE: Speak your name, too.

MR. HURT: John Hurt.

Good afternoon. My name is John Hurt. I'm a homeowner in the Cottages of Turtle Creek. And I'm a director of the Cottages of Turtle Creek Homeowners Association and I'm representing them here. Opposition the expansion.

I want to thank the commission for the opportunity to present our concerns related to the phase IV expansion.

As you know, the Cottages is an age-restricted retirement community of 67 architecturally similar homes occupied by approximately 100 Hattiesburg citizens and voters. Many of them are here today. The average age is approximately 80 years. About two-thirds of them are women.

Many of us have physical limitations but still enjoy getting out and moving about, visiting with our neighbors and friends in the subdivision. Since there are no sidewalks, we use the streets. We enjoy a wonderful quality of life and we want to maintain that.

For each of the three previous expansions of phase I, II and III that Mr. Pierce mentioned, the developers filed a declaration of covenants, conditions and restrictions which govern developer and homeowner rights and responsibilities. These three documents all include the following declaration: [As read] "The primary purpose of these covenants and the foremost consideration in the origin of same has been the creation of a

residential community which is aesthetically pleasing and functionally convenient."

To paraphrase that, that's to say that the purpose is to create a fun and peaceful community with architectural uniformity and easy access to services that seniors need. These words were written by the developers of the Cottages.

The developer of phase III now wants to expand to phase IV. We, the homeowners of the Cottages, many of whom are here today, we bought into this dream. We bought the dream of a quiet, peaceful community and wish to live out our senior years.

Now we just want the developer and the Planning Commission to honor the commitment made in the covenants for the lots we bought as to the creation and maintenance of a quiet, peaceful and safe community.

Primarily, we're concerned about construction and residential traffic. Mr. Pierce addressed some of that earlier. Our position is that construction traffic must not be permitted to use existing Cottages' streets. Not only would it be noisy and dangerous for our elderly homeowners, it will damage the recently paved streets.

In addition to impeding normal traffic flow on our relatively narrow streets, construction traffic must use the proposed Weathersby Road entrance or the planned construction entrance off Methodist Boulevard that was mentioned earlier.

Residential normal traffic should use the proposed Weathersby Road entrance. There should be no access through Hamlett Drive -- that's the street you were addressing earlier -- or any other Cottage streets now or in the future when phase IV is complete.

And the planned development must not use the name Cottages of Turtle Creek. And Mr. Pierce mentioned that he didn't plan to do that, as that would apply some connection with the existing developer.

The new phase IV development will likely be marketed as an aesthetically pleasing, functionally convenient community. That's fine. But we, the homeowners of the earlier phases, just do not want to lose our quiet, safe and peaceful community in that process.

We have some additional information for the commissioners, including signed letters from homeowners who were unable to attend today who are

supporting our response. We'd like to invite members of the commission to visit our neighborhood, see for themselves what the covenants are like. Thank you for your time and attention.

MS. HOGGE: Thank you. Do we have copies of those letters?

MR. LONG: I don't believe so.

MR. HURT: I will leave them with you.

MS. HOGGE: Do you have them with you that we can look at?

MR. HURT: These are copies of my comments. And these are the back here with sign [unintelligible] Shark, [unintelligible] two of them. There's some -- there's another one here, a little more. And There's some other information there. There's probably the most comments, what I just said.

MR. LONG: Okay. Commissioners, we're going to pass this around as an exhibit. So just please try to keep them kind of bundled together. Maintain their integrity for our record.

(Exhibit 1 marked for identification.)

MS. HOGGE: All right. Who else comes to speak in opposition? The second gentleman.

MR. NUSS: Thank you for allowing me to

speak today. Can Everybody hear me okay?

MS. HOGGE: Yes. Be sure to give us your name first, please. Okay.

MR. NUSS: I wanted to make sure because I can't hear that good.

My name is Richard Nuss. I live at 138 Cottage Drive. Actually, it's phase II. I've been there for going on 15 years. Probably the best neighborhood I've ever lived in.

Now, I'm in opposition of this. We went through this about eight or ten years ago with development trying to impinge on our neighborhood, and we were able to actually defeat that by [unintelligible]. Maybe that does it. The green space we spoke about before. I don't want to dwell on that because I only have so much time. The more I understood is, from Mr. Pearson's presentation, the access off of Weathersby Road is out of question. He's not going to do that because of the wetlands mitigation. There's a flood zone there and -- although that's shown on there as an alternative.

The other concern I have is, since that's not a viable entrance from what he said, is the construction entrance. He did say he's working with

Wesley Hospital, Merit Hospital on that. But that access, construction access comes across the property of Wesley Hospital, Merit.

So, as it looks right now to the residents of Cottages, the access that he mentioned on Hamlett is basically the only one we're talking about now because the other two have been more or less scrapped, but they're not complete yet. Construction entrance have not been identified yet and the Wesley -- Weathersby Road has been designated an alternative.

Now, Having said that, we'll go to the Planning Commission's comments where they said -- this is in the report. [As read] "The staff suggests the requirement of including the roadway entrance from Weathersby as part of the dedicated to the city as a public access." This relates to me that that's the way city planning would like that to go.

Now, I may be wrong, but that's the impression I get. They would like that road to be a permanent road, regardless whether it has to be mitigated or whatever. And then, if there's an additional road, which would be the construction entrance, that would have to be a totally different

plat submitted.

So, having said and seen what we've seen today and heard today, I'm asking the commission that you just table the whole thing until, number one, set the sovereign Weathersby Road entrance or whether you can affirm that you have access through the construction road, and possibly that could become a permanent entrance. I don't know. We want to keep our community exactly as it is, one way in, one way out. That's been the secret to our security.

MS. HOGGE: That's three minutes.

MR. NUSS: Okay.

MS. HOGGE: Thank you.

MR. NUSS: Thank you much. I appreciate it.

MS. HOGGE: Who else comes to speak in opposition?

MS. HICKS: My name is Pat Hicks. I'm a resident of the Cottages of Turtle Creek. My house, in fact, is on Hamlett Drive.

I heard Mr. Pierce say that he had a right to build on his own property. And I think I speak for all the residents of the Cottages that we understand that and we in no way are trying to block

him from doing what he wants to do.

However, Mr. Pierce owns all that property all the way up to Weathersby. He has access that way, which would be the way we would prefer. And he says he's in negotiations with Methodist about going that way.

Now, the law is that -- and he will have to put in sidewalks in his new subdivision. That was not the law when ours were built, so we have no sidewalks. We've alluded to the fact that our streets are quite narrow.

I will tell you that they are so narrow that the mechanical garbage trucks do not have room to put their arm out and pick up garbage from our home. In fact, they've never been able to do that.

We would prefer that Mr. Pierce stay on his land, do whatever he wants to do on his land and to basically leave us alone. We're a bunch of old people, we bought our homes there, we're very happy there. We are in a community of people who take care of each other.

We have the rule that you cannot rent your house. We have seen nothing that indicates that this new subdivision will have any covenants on it, for one thing, though Mr. Pierce is at will.

When he built the ten houses that were on our street, as far as I know, he filled in two ponds behind that area, and he never went through it, as far as I know, and he could correct me, through any agency to mitigate that. Those ponds disappeared.

When he finished those ten houses, he handed -- as I understand it, he handed a list quite thick to those homeowners and said, "Here's your covenant." Well, we all know that you can't have covenants if they're not recorded. When he built those ten homes, he used our streets. We also have gutters and we have curbing. Some of that curving was broken, and it created problems for --

MS. HOGGE: That's your three minutes.

MS. HICKS: Okay. I just wanted to finish by saying that we can't walk on the -- we have no sidewalks to walk on. We have to walk on the street. And we would prefer no traffic to impede our walking.

MS. HOGGE: Thank you.

Who else comes to speak in opposition to this proposal? Anyone else?

MR. YOUNGBLOOD: My name is Bill Youngblood. I live at 105 Turtle Crossing, the Cottages at Turtle Creek. I just wanted to

underscore what's already been said very briefly.

I think the major concern boils down to one thing, and that is group traffic. If the access to property behind us comes from somewhere else other than from us, go through us in and out, Mr. Pierce can do, make his development. But we just cannot deal with the traffic through our neighborhood with elderly people walking and at risk with the traffic that all this extra residential property would bring on. Thank you.

MS. HOGGE: Thank you.

Does anyone else come to speak in opposition?

Yes, ma'am, go ahead.

MS. LITTLE: Hi. My name is Diane Little, and I just want to say something really briefly.

Mr. Pierce, I think we've met in a similar situation about ten years ago.

That's okay. I've been a resident of the Cottages of Turtle Creek for about 13 years. We were put in the same situation ten years ago, and none of us wanted to be put in this position again. And I agree with what all of my neighbors have said to you-all.

And we have a real safety issue. And to have our neighborhood encroached upon is not only unfair, but it's putting our residents in a position that they never wanted to be in.

And, Mr. Pierce, you are incorrect. Craig Flanagan never told us that there were going to be future developments, ever. And that's who we bought our homes from. If this is going to be a standalone project, if this is going to be a project that does not include our name, the Cottages of Turtle Creek, I don't think any of us would have an issue as long as it is outside of our borders.

And when I say, "our borders," I mean Mrs. Brown's home would -- that would encroach upon her home and her property. When I say, "encroach," I mean Hamlett. My neighbor Karen and I live right at the end of Hamlett. I know the Youngbloods. Excuse me, I believe Pat Hicks lives on Hamlett.

We don't mind what Dennis here does. And I applaud you for wanting to build in your business, and I wish you all the best, but stay outside of our borders. Those are our borders. We paid money for those homes. And we were never told that there would be future development because I can tell you right now we would have really thought twice about

buying, so.

I guess my time is about up. But I just want to reemphasize, our borders are our borders are our borders. Just please build outside of them. Thank you very much.

MS. HOGGE: Is there anyone else?

MS. MITCHELL: Hi, Beth Mitchell. I'm also an owner and I live on the Creek site. I heard today another concern that I had not seen before in the packet that was put out previously, and that was the construction time.

If the absorption rate is six to seven houses a year, and we plan to build 60 houses, that's up to ten years of construction traffic. That means covering the road, the gravel, electrician, so forth. We don't want that in our neighborhood, as Diane said [unintelligible] -- built on the board.

But, if it's going to be a separate neighborhood, put a separate road to it and just stay as the Cottages and there you have it. That's a long time to do construction through a neighborhood of seniors. Thank you.

MS. HOGGE: Is there anyone else who comes to speak?

MS. ANDERSON: Yeah. My name is Muriel Anderson. I live on Hamlett Drive, also. And this may seem very trivial to most people, but just to tell you about Dennis Pierce. I know he's a big developer. He still owns one lot in Cottages of Turtle Creek. And it happens to be right next to the house I bought just a year and a half ago.

He owns the lot, but he does not keep it mowed. And how do you think that feels next to the house I own when I have to hire it mowed. That's all I have to say. Thank you.

MS. HOGGE: Thank you.

Is there anyone else that comes to speak? I'm sorry. Okay.

MR. BATES: Thank y'all for hearing us today. My name is Tom Bates. I retired and moved to the Cottages about nine years ago. I practiced law in Hattiesburg years ago [unintelligible] for many years. Moved over there for comfort and convenience.

And I didn't move over there thinking that they were going to run trucks through our neighborhood. It would simply destroy our neighborhood and the streets. They just finished repairing those streets. They're fine, they just

got finished. When they was in there before, they tore the curbs up and everything. It was just a mess. And we just want our neighborhood left. Thank you.

MS. BILBO: My name is Marsha Bilbo, and I'm one of the newest owners in the subdivision. I haven't been there quite a year. And I agree with everything that's been said.

And I would like for everyone from the Cottages to stand so y'all can see how united we are in keeping our neighborhood peaceful. It's a safe place. I'm a new widow, and I wanted to be close to hospitals and I wanted to be close to my children who live in midtown.

And I'm on the back where it would be behind me, and that's fine. I knew when I bought my house that something might be built there one day. But going in and out -- and there's only one entrance in and out of the neighborhood. We can't stand construction, things coming in.

It's a bad enough imposition on everybody when a new moving truck comes in or a delivery truck comes in. We just can't have it.

So this is all of us that showed up out of the hundred that live there. Thank you.

MS. HOGGE: Is there anyone else that comes to speak that has any new or differing concerns?

All right. Thank you. We're going to close the public hearing portion -- Oh, I'm sorry. Mr. Pierce, you have five minutes of rebuttal. I apologize.

MR. PIERCE: Can I see those covenants?

MS. HOGGE: The letters?

MR. PIERCE: Covenants.

MS. HOGGE: Covenants. We don't have covenants. No.

MR. PIERCE: Let me address one thing. Can we go to the zoning map? Right there (indicating). Well, some way that's not --

MS. HOGGE: Stand to the side.

MR. PIERCE: This is now one right here. But, having said that, we have also an easement coming off of Westover coming all the way to my property. We originally sold that and kept an easement with Bennie Sellers there.

He was encouraging us, kind of keeping traffic off 98 and 4th Street, encouraging us to bring up a road from Weathersby all the way west of us so we maintain that even. So the idea that we

may or may not have another option, we do have another option [unintelligible]. I totally agree. I hate the --

MS. HOGGE: Mr. Pierce, comments are to be --

MR. PIERCE: I totally agree, I hate the way that you drive [unintelligible] -- I got option one, two. Weathersby is the last one. The idea of -- did I leave my covenants? What did I do with them? There they are.

In the covenants that we read from, it said, [as read] "Each owner grants a power coupled with an entrance to the declarant its successors and assigns to make or consent to the set of amendments to the declaration [unintelligible] on behalf of each owner to add future phases to this section 2 of article 12. Title to each lot is declared and especially made subject to the terms and conditions hereof and acceptance by the grantee of a deed from the declarant.

Goes on to say, [as read] "All of the owners irrevocably constitute and appoint that cleric, its successors and assize as a true and lawful attorney. In fact, for the purpose of dealing with the addition of future phases to the

property as herein provided."

There's some other language to that effect. Article 14, [as read] "No provision in this charter, bylaws or this declaration shall limit, and no owner or the association shall do anything to interfere with the right of the declarant to subdivide or re-subdivide any portions or to complete improvements on the common areas or portions owned by declaring to alter the foregoing plans, designs or to construct additional improvement or add future phases."

That was in the covenants before each person was deeded their property. I'm not trying to be antagonist. But to say that you never thought there'd be another addition, I think you may be kidding yourself.

[As read] "Declared need not seek or obtain board approval." So that's that. The ten lots we developed on -- I may have been confused about what she said about covenants, but the ten lots that we developed on phase III definitely had covenants.

And you may ask planning: Why do we need two entrances? It's for the benefit of the subdivision. If the entrance gets blocked, somebody

has a heart attack or whatever, they need another entrance to come in there. So I'm opposed to the other entrance. I don't like the other entrance. I'd rather stay in the [unintelligible]. But, for the best of the subdivision, if somebody has to call 911, it's not the best scenario.

UNIDENTIFIED SPEAKER: Can we ask questions to Mr. Pierce? Dr. Conville has some questions.

MR. CONVILLE: Yes. Mr. Pierce, would you repeat what you said about Wesley Hospital and the entrance from the south there? There was something pending and I wasn't quite sure --

MR. PIERCE: We have a very good relationship with the hospital since Bill Wright was there. You probably remember Bill Wright. You may be the only one here that does. But I've had a very good relationship with them for a long, long time, decades. I initially asked for some more land other than just the construction interest so that we could carry the Cottages on out that road.

They're considering that, but I have zero doubt that we're going to get that road dedicated to us. But the idea of that road as construction entrance only, even later on, five years from now,

we're still going to bring construction traffic in there. We're not going to be bringing construction traffic by Mr. Bates' house.

MR. CONVILLE: Do you see that construction entrance becoming a permanent entrance into your --

MR. PIERCE: As we develop the rest of it. If not, we'll have to go to probably plan b, which would be to come off of Westover and those apartments there.

MR. CONVILLE: Thank you.

MS. HOGGE: Anybody else have any questions for Mr. Pierce?

UNIDENTIFIED SPEAKER: Mr. Pierce, thank you for your interest in the growth of Hattiesburg. And I don't mean for this question to sound morbid, but life happens and death happens. What would happen -- you keep mentioning ten years. What would happen if the majority of us are not here in ten years? Who will carry on as with your promises?

MR. PIERCE: The heir apparent.

MS. HOGGE: Wait a second.

UNIDENTIFIED SPEAKER: And she spoke against you.

MS. HOGGE: We're finished with the

public hearing, correct?

MS. PIERCE: I was going to answer her question. As the heir parent, I would be handling it. My dad has been in business developing subdivisions for decades at this point in this city. You can drive through any of his subdivisions and see the type of work we do, and it will last. I will make sure of it.

Our other option to doing this is to sell it to someone who you don't know what they would do with it.

MS. HOGGE: Thank you.

Okay. At this point, we will close the public portion of the hearing, and we will be in business session.

UNIDENTIFIED SPEAKER: Can I ask one more question?

MS. HOGGE: Yes.

UNIDENTIFIED SPEAKER: Will they be done for the day or when will they vote?

MS. HOGGE: This commission will either -- we will vote to either approve, deny or table at this meeting today. And we're an advisory commission. And so whatever we vote to do will go on to the city council within the month. That's the

next step. So whatever we choose to do, approve, deny or table will go further to the city council upon our recommendation.

UNIDENTIFIED SPEAKER: Well, we know what you're voting.

MS. HOGGE: Yes, yes. We will vote -- yes.

UNIDENTIFIED SPEAKER: Right now?

MS. HOGGE: Yes, sir. Yes, sir.

We do ask that if you are leaving, that you be as quiet as you can while we -- because we will be in session. We're still in our meeting.

UNIDENTIFIED SPEAKER: Do you have two more public hearings today?

MS. HOGGE: We do. We vote after each one.

UNIDENTIFIED SPEAKER: We all leave now?

MS. HOGGE: You don't have to. You're welcome to stay as long as you want.

UNIDENTIFIED SPEAKER: Yeah. Just a clarification. The commission is going to vote in one of the three options: To approve, deny or table in the next few minutes?

MS. HOGGE: Yes.

UNIDENTIFIED SPEAKER: All right.

MS. HOGGE: What do you-all say?

Yes, it's --

UNIDENTIFIED SPEAKER: To staff, would the ordinance permit that fence to remain at the end of -- is that Hamlett Drive, thus sealing off the proposed development?

MR. LONG: Up until the time that the street is platted and it becomes a public street.

UNIDENTIFIED SPEAKER: Which street are you talking about?

MR. LONG: That right there where the laser pointer is pointed.

UNIDENTIFIED SPEAKER: Oh, that.

MR. LONG: Yes. That would remain sealed until at some point in time where construction would hit their improvements to where you would connect a public street -- where you connect one public street to another street.

So, at some point in time, hypothetically, this is approved and we get into the construction phase. And then at some point in time, yes, that fence would come down and there would be a connection of public streets.

UNIDENTIFIED SPEAKER: And the general rule of thumb is you can't block a public street; is

that the idea?

MR. LONG: That is correct, yeah.

UNIDENTIFIED SPEAKER: Okay. Thank you.

MR. KEYSEEAR: This is Commissioner Keyseear. So, despite my eligibility to live in the current development, I can certainly appreciate some of the foils that the city has made in connecting streets and different developments and creating thoroughfares where people drive entirely too fast.

I can appreciate narrower roads. I can appreciate the lack of speed control. Just as a general recommendation to this development, if speed is a danger in your community, that is something that the city and traffic and planning can talk to you about what to say and what to do to try to control that.

However, I think we pride ourselves as a retirement community. And I would not be in favor of approving the plat as proposed if it connects Hamlett Drive to the new development. Considering the other accesses, it just doesn't seem reasonable.

MS. HINTON: I feel like the main thing that I heard from most of the residents is that they're opposed to the danger of construction traffic. And I can certainly appreciate that. And

it seems like there would be a solution to allow this to go forward with some tight conditions in place on the flow of construction traffic.

UNIDENTIFIED SPEAKER: -- [unintelligible] topic, please.

UNIDENTIFIED SPEAKER: My question, Commissioner Hinton, is I understand the lack of sidewalks, I really do. My own neighborhood, they did a lake and it doesn't have sidewalks. I can see the back. But, if there's a homeowners association, has the HOA explored the possibility of building sidewalks?

MS. HINTON: Well, I think with this -- what I read is that the subdivision under proposal has to have sidewalks or it's in the code that the new subdivision will have sidewalks going forward. Not necessarily -- the one that these residents all live in does not -- I think that would just be a whole other process. But the new subdivision, my understanding is that it will have sidewalks.

MS. PICKETT: Chairman, the question that I have is if we go back --

UNIDENTIFIED SPEAKER: Commissioner Pickett, please --

MS. PICKETT: -- to the -- I've got a

pretty big voice, but if y'all want to --

UNIDENTIFIED SPEAKER: Please.

MS. PICKETT: The question that I have -- Can we go back to the overlay? Okay. Yes.

Is there not a construction access off of Weathersby Road that's proposed in that, that he's going to use anyway? And this easement that he mentioned from Westover -- and I can't see it, but where is there a possibility from West 4th Street for a construction entrance or is there one or is there a possibility of one that he doesn't have to bother with them at all?

MR. LONG: It does not look like West 4th Street would be possible at all.

MS. PICKETT: Okay.

MR. LONG: It would cut through other neighborhoods essentially. So you're looking at, for a construction entrance, you're kind of getting infill development between development coming in from the north and development coming in the south. And then -- so your construction entrance is going to be Weathersby or the Methodist Boulevard.

MS. PICKETT: Okay. That there, now that right there, is that the dead end that runs on the eastern side of the hospital because there's --

Okay. What is the road that goes all the way and it looks like a dead end, and you make a hard right or a left depending on -- yeah.

MR. LONG: That would be, I believe the road that comes into a dead end over by the hospital.

Can you actually display that from that exhibit?

MR. SATCHER: Okay.

MR. LONG: Hang on. We're going to try to throw an exhibit up here from our tablet and see if we can show it. Here we go.

So Nathan is showing that you can see where the road terminates there at the end and turns back south. And then there's what looks like a kind of a brown lot there. That brown lot was most likely -- I believe that's where the construction entrance would be somewhere -- is one over to the east, Dennis?

MR. PIERCE: I'm not sure.

MR. LONG: Yeah. So it's to the east, but it's in that general vicinity.

MR. PIERCE: She is correct. It's where it makes that hard right there, that's where it'll go off. It'll be in that little -- past that hard

right you're talking about. It'll go north from there.

MR. LONG: Okay.

UNIDENTIFIED SPEAKER: That's through Mary's property.

MS. PICKETT: Yeah, that was the other half of the question is that's Mary's property. So that may not be tenable one way or the other. It's going to be a complication for Merit, not necessarily for the people -- I mean, for the residents, but it will be for Merit. So is there not an access -- okay.

Take your corner, go back up to Weathersby Road here in this upper left-hand corner right there. What is that?

MR. LONG: That is property that Dennis -- Mr. Pierce owns that --

MS. PICKETT: But is that not going to be a future road?

MR. LONG: It could be. It's up to the commission to require that or to not require that. And it's up to Dennis to get it properly permitted and build it.

MS. PICKETT: Okay. Are we getting carts in front of horses here?

MR. LONG: No, ma'am. If you would like --

MS. PICKETT: Well, help me understand this. Because I'm thinking if that's going to be a road in the future, then why is it not an access road for construction now?

MR. LONG: Yeah. Mr. Pierce, when he gave his presentation, said that he was not interested in opening that road if he didn't have to. Or maybe that was one of his lower-tiered options. I'm putting words in his mouth. It was one of his lower-tiered options.

He would prefer to access off the southern entrance, which is not under his control, but that one is under his control. And so, while he's confident he can open up the one on the south, the one on the west-hand side, he maybe would like to not do if he didn't have to.

That being said, the commission is well within its rights to levy a condition that he access a construction entrance whether it be from the southeast, from the west or from both.

MS. PICKETT: Thank you.

UNIDENTIFIED SPEAKER: So I want to clarify, if there's any additional roads that are

added into this, it has to come back before the planning commission for approval again. So if there's any modification to this plat or if there's an addition of another road that connects to it, that's a major subdivision requirement to come back before a public body for approval.

UNIDENTIFIED SPEAKER: Help me think this through. If this were to be passed now, Mr. Pierce is going to need some construction entrance. And right now there are two options, through Wesley property and off Weathersby, right?

MR. LONG: Mr. Pierce would need some point of construction entrance. There are probably numerous options. If you really kind of look at the hypotheticals, there's probably numerous options. He's proposing probably two decent ones. And so it's up to the commission to kind of determine if they want to approve it and if they want to require a separate construction easement from another location.

UNIDENTIFIED SPEAKER: What kind of conditions can -- if we impose any conditions regarding construction entrance, would it have to come back to a public hearing?

MR. LONG: No, sir. I mean, the

commission would propose a condition of a construction entrance. You would lay out the parameters of whatever parameters you want to lay out. And then, at that point in time, if you guys all vote to approve it or majority, when it goes to the city council, then they would confirm, modify or deny.

UNIDENTIFIED SPEAKER: So we could add the condition that one of those two existing options would be the construction entrances?

MR. LONG: Absolutely. I would believe that's well within your rights.

UNIDENTIFIED SPEAKER: Commissioner Ray, I'm wondering if we are being maybe premature until we get the report back from the wetland evaluation?

MR. LONG: Real quick. Before I answer that, to help Mr. Conville's last question, Nathan pointed out that, under No. 5, we had a condition that we listed as an option for you guys to consider.

Back to the wetlands. Well, the staff can't let him build within wetlands without wetlands permits. And so, at some point in time, we may see a modification of the plat. And so we may would actually end up here again if there's a major

modification to the plat.

UNIDENTIFIED SPEAKER: Well, not necessarily. I mean, we're letting the public know that there is a potential for development. This is the proposed layout he would like to go with unless topographic or other conditions would require him to make changes.

And, at that point in time, it would be a determination amongst the staff whether or not that is considered a major change or not. And then if we need to bring it back before this body.

So, that being said -- I'm paraphrasing what I understood Mr. Pierce to say is that, if he can't move forward with the project, there's no sense in him delineating the wetlands and paying that extra expense. That's what I understood him to say, is that if he runs into major financial hurdles -- he is attempting to cover his bases up front before he invests a lot of money to find that maybe we say that he runs into some opposition and he can't proceed forward.

UNIDENTIFIED SPEAKER: In the staff's opinion, does No. 5 cover the commission's requirement that one of those two proposed possibility for construction entrance be used? Does

No. 5 cover that?

MR. LONG: I would say it covers it kind of generically, but you may want to specify those locations as proposed on the plat.

UNIDENTIFIED SPEAKER: Okay. I see.

MR. LONG: As proposed on the preliminary plat.

UNIDENTIFIED SPEAKER: I will move approval of the plat given the additional condition that the construction entrance, possible construction entrance off Weathersby and/or the possible construction entrance from behind Wesley Hospital as shown on the plat be required for construction entrances. And the cover of the umbrella for that is No. 5. So that's my motion.

UNIDENTIFIED SPEAKER: Clarification, madam chair?

MS. HOGGE: Yes, please.

UNIDENTIFIED SPEAKER: Either/or. Either/or. You're not picking one?

UNIDENTIFIED SPEAKER: Or both.

UNIDENTIFIED SPEAKER: Okay. Or both.

UNIDENTIFIED SPEAKER: And I would like to add, if I may, and not through the existing development.

UNIDENTIFIED SPEAKER: No [unintelligible]. No bamboo, yes.

UNIDENTIFIED SPEAKER: We have a motion by Commissioner Conville and a second by Commissioner Wilson.

UNIDENTIFIED SPEAKER: Just real quick question. This is just to help with the staff.

We also have listed several other conditions on the screen as suggestions. Do you guys want to accept those and not accept those? Just so we know for clarification.

UNIDENTIFIED SPEAKER: Those are all in the code, aren't they?

MR. LONG: They're not. That's why there are conditions. Things like performance bonds, maintenance bonds, utility, street signs. Some of those things are not in there verbatim.

UNIDENTIFIED SPEAKER: We need them all, it seems to me.

MR. LONG: If you would like to amend your motion and --

UNIDENTIFIED SPEAKER: I would like to do that. Everything showing conditions. Thank you.

MS. HOGGE: Commissioner Wilson, do you second the amended motion?

MR. WILSON: I do.

MS. HOGGE: All right. Thank you.

We'll take a roll call vote then. The vote will be to approve the petition upon the condition that no construction entrance go through the existing neighborhood and that these conditions on screen be adopted.

UNIDENTIFIED SPEAKER: Are you calling roll?

UNIDENTIFIED SPEAKER: I'm sorry.

UNIDENTIFIED SPEAKER: We'll do a roll call. We'll start down here with Commissioner Pickett.

MS. PICKETT: Yes.

UNIDENTIFIED SPEAKER: Commissioner Lockett?

MS. LOCKETT: Yes.

UNIDENTIFIED SPEAKER: Commissioner Ray?

MS. RAY: No.

UNIDENTIFIED SPEAKER: Commissioner Hinton?

MS. HINTON: Yes.

UNIDENTIFIED SPEAKER: Commissioner Conville?

MR. CONVILLE: Yes.

UNIDENTIFIED SPEAKER: Commissioner Keyseear?

MR. KEYSEEAR: No.

UNIDENTIFIED SPEAKER: Commissioner Wilson?

MR. WILSON: Yes.

UNIDENTIFIED SPEAKER: And Commissioner Dawe?

MR. DAWE: Yes.

UNIDENTIFIED SPEAKER: The vote passes.

So at this point, this is a recommendation by planning commission and it will then go to city council. It will be presented again on Monday, September 18th at 4:00. And then they'll make the final decision if it's not tabled on Tuesday, September 19th or appealed.

MS. HOGGE: Thank you.

UNIDENTIFIED SPEAKER: No. John, you should ask towards the audience so everybody understands.

UNIDENTIFIED SPEAKER: Sorry.

So I'll clarify on the next steps for everyone in the audience here for the Cottages. So this body has made a recommendation to approve the subdivision, the preliminary plat of the subdivision

as presented.

It will then, with the conditions shown on the screen, it will then go to city council on Monday, September 18th at 4:00. That will be held in the city council -- city hall -- council chambers over in city hall.

That's where the discussion will be. And, if there's any public comments, that's where they should be brought. The vote will then be followed up on the following day, on the 19th, on Tuesday, September 19th. And that's when planning commission will make their final decision to approve, deny -- or city council will make its decision to approve, deny, table or if there's appeal.

UNIDENTIFIED SPEAKER: Can City council change your --

UNIDENTIFIED SPEAKER: Yes. This is a recommendation.

UNIDENTIFIED SPEAKER: So, even though this is good for us right now and the planning commission has said you can move ahead with this, it has to have [unintelligible] --

UNIDENTIFIED SPEAKER: Show up. Show up.

UNIDENTIFIED SPEAKER: I was just

wondering whether we need to show up.

MS. HOGGE: Ladies and gentlemen, we do have two more matters to come before the commission. So, if you do need to leave in the event you have no interest in the other two, you may do so as quickly and quietly as possible, please.

(END OF TRANSCRIPTION)

CERTIFICATE OF COURT REPORTER

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I further certify that I am not in the employ of or related to any counsel or party in this matter and have no interest, monetary or otherwise, in the final outcome of this matter.

Witness my signature and seal this the 1st day of February, 2024.

Julie Brown

JULIE BROWN, RPR, CCR #1587

My Commission Expires:
April 6, 2024

City Council Meeting

Portion of Transcript of Proceedings
September 19,2023

Brown Court Reporting & Litigation Support
4780 I-55 North, Suite 100
Jackson, MS 39211
julie@browncourtreporting.com
(601) 203-0071 phone | (601) 709-4611 fax

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CITY COUNCIL MEETING

HATTIESBURG, MISSISSIPPI

September 19, 2023

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PORTION OF TRANSCRIPT OF PROCEEDINGS

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(PREVIOUS PROCEEDING NOT TRANSCRIBED)

MS. LISA LUU JOLLY: Approve or deny a request for a preliminary plat approval, for a major subdivision by Dennis Pierce, located on Methodist Boulevard in Lamar County. The proposed name of the subdivision is Cottages at Turtle Creek, Phase IV. Located in Lamar County, Ward 3. The planning commission recommended approval with conditions on September 6, 2023.

COUNCILMAN CARROLL: I move to table this, cause I am seeking more information from urban planning. I will table it till our next meeting.

COUNCILMAN DELGADO: I second.

COUNCILMAN GEORGE: Motion is to table the item until our next meeting. All those in favor... that motion carries. Item 3.

(END OF TRANSCRIPTION)

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Witness my signature and seal this the 1st day of February, 2024.



Julie Brown

JULIE BROWN, RPR, CCR #1587

My Commission Expires:
April 6, 2024

City Council Meeting

Portion of Transcript of Proceedings
October 3, 2023

Brown Court Reporting & Litigation Support
4780 I-55 North, Suite 100
Jackson, MS 39211
julie@browncourtreporting.com
(601) 203-0071 phone | (601) 709-4611 fax

BROWN
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CITY COUNCIL MEETING

HATTIESBURG, MISSISSIPPI

October 3, 2023

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PORTION OF TRANSCRIPT OF PROCEEDINGS

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(601) 832-4919
julie@browncourtreporting.com

(PREVIOUS PROCEEDING NOT TRANSCRIBED)

COUNCILMAN GEORGE: Motion Carries. We'll move to Item 3.

MS. RONDA KENNEDY: Take from the table a request to approve or deny a preliminary plat approval for major subdivision by Dennis Pierce, located on Methodist Boulevard in Lamar County. The proposed name of the subdivision is Cottages at Turtle Creek: Phase IV, located in Lamar County, Ward 3. The Planning Commission recommended approval with conditions on September 6th, 2023.

COUNCILMAN CARROLL: Move to take from the table.

COUNCILMAN GEORGE: Second. Motion is to take from the table. I vote yes. Mrs. Delgado?

COUNCILMAN DELGADO: Yes.

COUNCILMAN GEORGE: Mr. Carroll?

COUNCILMAN CARROLL: Yes.

COUNCILMAN GEORGE: Mr. Ware?

COUNCILMAN WARE: Yes.

COUNCILMAN GEORGE: Mr. Brown?

COUNCILMAN BROWN: Yes.

COUNCILMAN GEORGE: Motion carries. I'll entertain the motion on the item.

COUNCILMAN CARROLL: Move to remand back

to the planning commission.

COUNCILMAN WARE: Second.

UNIDENTIFIED SPEAKER: Council, yesterday I had talked about denying the plat. But I don't want to do that, I just want to send it back to the planning commission. So that Mr. Pierce all he has to do is change the ingress into the Hamlet Road and he can change things as quickly as possible. Because I'd like him to complete this project and go on and don't want to put anymore roadblocks on him. So just going back to planning.

COUNCILMAN GEORGE: Any further comments? Being none, the motion is to remand back to the planning commission. I vote yes. Mrs. Delgado?

COUNCILMAN DELGADO: Yes.

COUNCILMAN GEORGE: Mr. Carroll?

COUNCILMAN CARROLL: Yes.

COUNCILMAN GEORGE: Mr. Ware?

COUNCILMAN WARE: Yes.

COUNCILMAN GEORGE: Mr. Brown?

COUNCILMAN BROWN: Yes.

COUNCILMAN GEORGE: Motion carries. We'll move to Item 4.

(END OF TRANSCRIPTION.)

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I further certify that I am not in the employ of or related to any counsel or party in this matter and have no interest, monetary or otherwise, in the final outcome of this matter.

Witness my signature and seal this the 1st day of February, 2024.



Julie Brown

JULIE BROWN, RPR, CCR #1587

My Commission Expires:
April 6, 2024

Hattiesburg Planning Commission Meeting

Portion of Transcript of Proceedings

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HATTIESBURG PLANNING COMMISSION MEETING

HATTIESBURG, MISSISSIPPI

February 7, 2024

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PORTION OF TRANSCRIPT OF PROCEEDINGS

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(PREVIOUS PROCEEDING NOT TRANSCRIBED)

COMMISSIONER LOCKETT: We'll have our building report now, Mr. Bates. Yes.

MR. BATES: I was out last meeting, so I got two reports for December and January. The December report numbers are --

COMMISSIONER LOCKETT: Excuse me, Mr. Bates. Commissioner Dawe has said that the online participants, the online commissioners can't hear. Can we adjust our audio?

UNIDENTIFIED MALE SPEAKER: I did.

UNIDENTIFIED MALE SPEAKER: We can hear now. It just got connected.

COMMISSIONER LOCKETT: Thank you for letting us in. Apologize. Go ahead.

MR. BATES: Charles, can you hear me? Charles, can you hear me?

COMMISSIONER DAWE: Yes, I can hear you.

MR. BATES: Okay. Numbers for December were very similar to November's report. The only really significant change was in gas permits. We had a decrease of 50 percent, but that was mostly related to the inflated numbers from November. These numbers are more consistent with what we normally get, closer to it.

The overall totals are still running a little lower than last year. We're kind of in that 10 to 15 percent range as far as number of permits. Two notable commercial projects for December were we issued permits for the bike shop on Jackson Road and also Temple Church and a big parking lot expansion that they were issued.

For January, same thing. The only significant changes from December were electrical permits. We had, for some reason, had a 50 percent jump in those. And also, sign permits. It was about the same, about 50 percent jump in the number of sign permits.

Overall for the fiscal year, we're down about 80 permits compared to last year at this time, which is a 12 percent decrease compared to last year. Let me go back to December. We had two new single family houses also that we issued in December, one on Town Square, one on Presley Drive.

For January, we issued seven new single family home permits, three on South Founders Way, another one in Midtown Square, two in Preserve Subdivision and one on Pinehills Drive.

Some notable commercial projects that we issued were William Carey Institute of Primary Care.

They have a big addition that they're doing over there. Magnolia orthodontist building on Lincoln Road is doing an addition on their building.

Also, president Kerry Christian is constructing a concession facility, much-needed concession facility for softball facility. And that's all I got.

COMMISSIONER LOCKETT: Thank you.

Are there any questions for Mr. Bates?

Planning report.

UNIDENTIFIED MALE SPEAKER: See if I can get to a microphone. I'm just going to go over to this one.

COMMISSIONER LOCKETT: Can I ask the members of the public to keep the conversation down? It interferes with our ability to hear the planning staff and each other.

UNIDENTIFIED MALE SPEAKER: Planning report. The Home Depot expansion and the additional use that was requested last month was approved by city council last night.

The Broadway Master Plan. That project is getting ready to kick off. We actually meet the consultants tomorrow. I was going to reach out to a couple of members of both board of adjustment and

the planning commission to see about getting members involved in the planning process.

Right now, we're just kind of in an organizational period. So, when we get into the planning process period, that's when we'll reach out and get some people involved. Got to be careful that we don't get too many of you guys so we don't have a core.

And then we have the comprehensive plan. The City of Hattiesburg is requesting consultants to help us with a new comprehensive, updated comprehensive plan. And that process is out right now for proposals. And we're not expected to receive actual proposals in house for another two or three weeks.

But right now we're in the question-and-answer phase -- and that's roughly it. I provided an update of some of the comments for the bylaws from the last time. That's not on your agenda, but we could take it up under other business if you see fit.

COMMISSIONER LOCKETT: Any questions?

UNIDENTIFIED MALE SPEAKER: I do.

At the time, are you going to go through these changes and we're going to discuss them?

UNIDENTIFIED MALE SPEAKER: If you guys would like to, like to bring them up at the end of the meeting when we're done with the sector -- other business, we can go through some of those proposed changes and see how the commission feels about it and how you guys -- any changes you might prefer and how you'd like to vote.

UNIDENTIFIED MALE SPEAKER: Thank you.

COMMISSIONER LOCKETT: Is that mic on? It doesn't sound like it is.

UNIDENTIFIED MALE SPEAKER: It was on earlier when I come over here and tapped it and -- yeah. Technology issues --

COMMISSIONER LOCKETT: Always.

UNIDENTIFIED MALE SPEAKER: My apologies. I don't know what happened. Like I said, it was on earlier when we originally moved it.

UNIDENTIFIED MALE SPEAKER: Put the volume.

COMMISSIONER LOCKETT: Is it plugged in somewhere or is it --

UNIDENTIFIED MALE SPEAKER: It's plugged in.

COMMISSIONER LOCKETT: Ah, there we go.

UNIDENTIFIED MALE SPEAKER: Yeah.

UNIDENTIFIED MALE SPEAKER: There we go. Wow. It's really loud. How about that?

COMMISSIONER LOCKETT: Yeah.

UNIDENTIFIED MALE SPEAKER: Is that a little better?

COMMISSIONER LOCKETT: That's better.

I do not have a chair's report today, but we will introduce ourselves and the staff. We will begin. Commissioner Conville, if he'll start us off.

COMMISSIONER CONVILLE: Yes. Dick Conville, Ward 3.

COMMISSIONER PICKETT: Rhoda Pickett, Ward 2.

COMMISSIONER HINTON: I'm Amy Hinton, Ward 1.

COMMISSIONER RAY: Rebekah Ray, Ward 3.

COMMISSIONER WILSON: Carlos Wilson, Ward 2.

COMMISSIONER LOCKETT: Elayne Lockett, Ward 5.

COMMISSIONER PRUITT: Mike Pruitt, Ward 1.

COMMISSIONER LOCKETT: And Andrea?

MS. GARCIA: Andrea Garcia, planner.

MR. LONG: Cory Long, planning manager.

MR. QUINN: Wiley Quinn, urban development.

MR. GLADDEN: Jim Gladden, local counsel.

MR. BATES: Kevin Bates, building official.

COMMISSIONER LOCKETT: Oh, I'm sorry. Our online commissioners, also, please.

Commissioner Dawe, I'll let you start.

COMMISSIONER DAWE: This is Commissioner Charles Dawe, Ward 4.

COMMISSIONER LOCKETT: Commissioner Venable, I see you're unmuted.

COMMISSIONER VENABLE: Commissioner Lee Anne Venable, Ward 4.

COMMISSIONER KEYSEEAR: I'll go ahead and go. Commissioner Keyseear, Ward 1.

COMMISSIONER LOCKETT: Commissioner Dickerson. You're muted.

Commissioner Michael Dickerson represents Ward 5.

Thank you all.

I'll now read the public hearing standard rules and procedures. [As read] "No person shall be permitted to testify or speak before the Planning

Commission or Board of Adjustments unless such person has signed their name and residential address on the sign-up sheet."

Are we using the blue cards today?

UNIDENTIFIED MALE SPEAKER: They've been slightly modified there.

COMMISSIONER LOCKETT: If you plan to speak, we just ask that you fill out that card and hand it in when you come up to speak. We'll also ask you to introduce yourself, your name as you step to the microphone and speak.

[As read] "Only one speaker will be permitted for the commission at a time. Any arguments shall be confined to essential points stated in the request and concerning the desirability or undesirability of the request. The speaker shall not indulge in personalities, and such procedures shall be sufficient cause for stopping the speaker from further arguments."

And no applause or jeering, please.

We will open the public hearing, and at that time the staff will outline the petition, the request. And then the applicant will be granted 20 minutes to present their request and speak about their petition.

Following the applicant, any proponents or opponents of the measure will be given three minutes per person to speak. If you're representing a group, such as a neighborhood association, you will be given five minutes to speak.

After everybody has had an opportunity to speak, then the applicant can have five minutes for rebuttal. We'll call proponents to speak first and opponents following that. Once everybody has had a chance to speak and the applicant has had an opportunity for rebuttal, we will close the public hearing portion and we will discuss and vote on each item.

Are there any questions? Staff?

UNIDENTIFIED MALE SPEAKER: Well, our first case comes to us. We've seen this one before, but before we actually get really far involved in introduction and presentation, Mr. Pierce has actually requested -- I believe he's here somewhere. He has actually requested to postpone this case for an additional month.

I'll let him explain the details, but I believe it was that he needed some additional time for some information. I'll leave that up to you guys from there.

COMMISSIONER LOCKETT: Would that need a motion or what is our --

UNIDENTIFIED MALE SPEAKER: Jim?

MR. GLADDEN: This is other business, right?

UNIDENTIFIED MALE SPEAKER: It's under other business, yeah.

MR. GLADDEN: If you wish to open up anything for presentation purposes, you're welcome to do so.

COMMISSIONER LOCKETT: Okay. I think we'll open up the meeting and allow Mr. Pierce to speak.

Okay. The public hearing is open at this point. This is not on the table, correct? It was just --

UNIDENTIFIED MALE SPEAKER: It was actually remanded back.

COMMISSIONER LOCKETT: Yes, okay.

UNIDENTIFIED MALE SPEAKER: We heard the original case, and it was remanded back for some additional information. And I actually have the notes from city council here. This is their minutes.

And the motion was made and seconded to

remand their quest for preliminary plat approval for the major subdivision by Dennis Pierce. Back to the planning commission for road access issues on Hamlet Drive.

COMMISSIONER LOCKETT: You do not have a presentation at this point?

UNIDENTIFIED MALE SPEAKER: Well, we actually have the similar presentation from last time but did not prepare to actually have a presentation with the request for the remand. I mean, we could present it if you'd like.

COMMISSIONER LOCKETT: I think we need to -- Mr. Gladden?

MR. GLADDEN: If you desire information from Mr. Pierce, you may ask him, I think, but his request stands on its own. I mean, if there's something you need from him, fine, but you don't need anything from the public necessarily to deal with this request.

COMMISSIONER LOCKETT: Mr. Pierce, would you like to address your request to postpone? You don't have to. It would help us to hear plan moving forward.

MR. PIERCE: I'm Mr. Pierce, Dennis Pierce. The reason for the postponement or tabling

it or whatever you-all want to do. It's kind of uncharted territory for me to come back to you-all. We've been advised to get a traffic study. And if it's not been completed, I understand it'll be completed in the next couple of weeks.

And I'll be ready for the next meeting. I think, in order to get enough information to make an informed decision, y'all need that traffic study in your hands.

COMMISSIONER LOCKETT: I appreciate that. We do. That's a good point.

MR. PIERCE: I think I was outside -- I asked for a postponement late. And I guess it was too late to ask for postponement or to be tabled or whatever y'all want to term it as.

COMMISSIONER LOCKETT: I guess it had already been published at that point.

UNIDENTIFIED MALE SPEAKER: It had been published, and the signs had been out there. And Dennis had been forthright in trying to communicate with us. He just said he didn't know if he would have that report in hand in time, so.

COMMISSIONER LOCKETT: Okay. Does anybody have any questions for Mr. Pierce?

COMMISSIONER CONVILLE: Where did the

request for a traffic study come from? Who requested the traffic study?

MR. PIERCE: The traffic study --

COMMISSIONER CONVILLE: I asked because this body I'm not aware --

MR. PIERCE: Y'all haven't asked for it, but --

COMMISSIONER CONVILLE: Did the city council ask for it?

MR. PIERCE: No, sir. I think the validity of the council not accepting y'all's recommendation was that the safest of the type of subdivisions together because of traffic. That may be putting words in their mouth, but that's what I understood. So I was advised by several people, engineers to get a traffic study to see if it wasn't okay or not.

COMMISSIONER CONVILLE: And the traffic study is of the subject area?

MR. PIERCE: Correct?

COMMISSIONER CONVILLE: Or surrounding streets? I mean, how big -- what are we studying?

UNIDENTIFIED MALE SPEAKER: Yeah. The study wasn't requested by staff, so it's Dennis Pierce's -- it's what his engineers are providing.

Right? I'm sorry. The request was not made by staff, so we didn't outline parameters of what we were studying and where we were studying, what specific roads or anything along those lines.

COMMISSIONER LOCKETT: Can you answer that? What exactly is --

MR. PIERCE: The surrounding streets and traffic patterns --

COMMISSIONER LOCKETT: And would you expect to have that in the next -- by the time we meet in --

MR. PIERCE: Yes.

COMMISSIONER LOCKETT: Anybody else have any questions?

UNIDENTIFIED MALE SPEAKER: Yes. The names of the specific --

MR. PIERCE: I'm sorry, I don't have it. Engineers don't watch my --

COMMISSIONER CONVILLE: I'm a little uncomfortable with unnamed engineers kind of running the show here. This seems strange to me. How is it that we would reasonably delegate to some engineer somewhere what streets to study for Mr. Pierce's development?

UNIDENTIFIED MALE SPEAKER: Yeah. I

believe the answer to that would be when -- this is Mr. Pierce's application. And, if his consultants are advising him to provide a traffic study, then we will review that traffic study when it's turned in.

And then also, our engineering department would review that. And then we could then speak to the validity or at least how we feel about the traffic study, our findings from the traffic study from the planning commission's perspective and then from the staff perspective from our engineering office.

COMMISSIONER CONVILLE: I guess I'm remembering the development off of 7th Avenue across from the cemetery. What's that street?

UNIDENTIFIED MALE SPEAKER: Ivy Row.

COMMISSIONER CONVILLE: Runs up there. When that finally went to court, the question was: What changes have taken place in the neighborhood? And the attorneys for the development went a mile out from there to define neighborhood, the relevant area, in other words. So is this going to go out all the way out to 4th Street and to Highway 98? It would make a difference.

UNIDENTIFIED MALE SPEAKER: I couldn't tell you. I haven't seen the proposal or the

request to his engineers, nor have I seen the results.

COMMISSIONER LOCKETT: Yes. Commissioner.

UNIDENTIFIED MALE COMMISSIONER: To piggyback Mr. Conville's question, if we don't know what specific streets, then what are we studying?

UNIDENTIFIED MALE SPEAKER: Well, I mean, that's what his engineers would turn in. And they would be turning in the results of their studies. Sorry.

COMMISSIONER LOCKETT: Right. I'm sorry. I interrupted you.

I think that's why we're acting as to postpone this because we don't have anything before us today, so there's nothing for us to consider.

UNIDENTIFIED MALE SPEAKER: Correct.

UNIDENTIFIED MALE SPEAKER: Right, but I guess my additional concern is that, if we're only talking about two streets, how many streets are we taking in consideration? I mean, if we're only doing one or two streets, then does the study include every street that's within and what's the radius? Are we talking about mile radius, three-mile radius, one or two -- the specific street

that was asked for in the original or one or two. I mean, we could conceivably not really be making any progress.

UNIDENTIFIED MALE SPEAKER: That is correct. I mean, but, if he's providing the traffic study, at that point in time when he provides this traffic study, I would think that the planning commission would look at it and say that this does or does not meet some informational needs that you needed. Do you need further boundaries? Do you need less boundaries? That kind of thing. These are, again, coming from the applicant, not at the city's request.

Had they come from our request, my recent experience on that, we usually kind of outline the roads that we're looking for and the intersections we're looking for to see the impacts of the traffic study.

COMMISSIONER LOCKETT: Just like you were saying.

UNIDENTIFIED MALE SPEAKER: Yes. Kaiser works for Neel-Schaffer, does a lot of work for the city. [Inaudible]

COMMISSIONER CONVILLE: And the staff will look at that and the city engineer will look at

it. And then we'll come to --

UNIDENTIFIED MALE SPEAKER: Correct. Yeah. Ideally, we will review it and then submit it to the planning commission for review.

COMMISSIONER LOCKETT: Commissioner Pruitt.

MR. PRUITT: So I'm going to apologize. I'm new to this commission. I've only been here a few months, but this issue has been on the commission docket every time I have shown up. And now it's going to be carried on to the next meeting.

And, if we're any good at this, we can make it happen until I roll off the commission. We can keep it on the docket forever, but I'm assuming that's not going to be the case.

I'll say this right now, Dennis and I have known each other for a long time and I regard Dennis as a friend. So I'm going to ask something that's a genuine question, not an adversarial question.

But it looks like you've made the presentation, and at some point you decided maybe a traffic study would aid in your case. And you're asking us to delay this at your behalf. Is that not -- because it wasn't requested by the city or by

the commission. Is that -- number one, that's not right?

MR. PIERCE: Yeah. And, correct me if I'm wrong, I think it's been presented to the planning commission back in September. And I think they voted six to two in favor. It got to the council. And the council, in their wisdom, turned it down, remanded it back to the planning commission.

And I don't quite understand what y'all's marching orders are, but I think that, in their minds, it's not a good idea because of the extra traffic, being the subdivision that is there now.

MR. PRUITT: That doesn't answer the traffic study question.

MR. PIERCE: So that's the traffic study to verify the impact of added traffic on the existing subdivision.

MR. PRUITT: But the reason we're waiting and not moving forth on this today is at your behest to get the traffic study in that you want to voluntarily offer but have not been asked to.

MR. PIERCE: Well, yes and no. When we went to the city council, we all showed up and the city council postponed. So then we went to another

meeting sometime in maybe October, and they remanded it back to this council, I guess in -- would have been November, maybe or December. It took me probably 45 to 60 days to find an engineer. I've never hired an engineer, didn't know where one was, didn't know exactly what to do, what my next step was. So it probably took me at least 45 days.

COMMISSIONER LOCKETT: I have a little bit of clarification on this matter. On page nine of our packet, it does say that Councilman Carroll noted that [as read["The Planning Commission should consider alternative layouts that do not have a connection through Hamlet Drive or any other street that is part of the existing subdivision known as the Cottages of Turtle Creek," which I do recall that that was the main issue of concern by the public was the connectivity between the two subdivisions.

So that's all we've received as far as what the city council has asked for. And I guess the traffic study might address that.

MR. PIERCE: The oddity is that it came back to the planning commission. I don't know who all -- if y'all are trying to do traffic flow, but I would have thought it got back to planning instead

of the planning commission. They're asking y'all to redesign streets, so.

COMMISSIONER LOCKETT: This government has only one entrance that will also be the exit. There's only one way in and out. We were concerned about that. They have one entrance and one exit. We were concerned --

MR. PIERCE: I'm familiar with the area.

COMMISSIONER LOCKETT: But that was our discussion.

UNIDENTIFIED FEMALE SPEAKER: Which is not unusual in smaller subdivisions.

COMMISSIONER LOCKETT: But we spent a lot of time talking about it that day.

MR. PRUITT: So my other concern, Madam Chair, is that we've got a number of folks that believed we were going to move forth on this today. And I don't know if this crowd representing the neighborhood has been here before.

And again, I'm new. I don't know this, but should we give them the opportunity at least to express their concerns?

COMMISSIONER LOCKETT: We've done that. That was a public hearing in September.

MR. PRUITT: Okay. I'm done, Madam Chair. I'm done.

COMMISSIONER LOCKETT: Yes. The next time we hear it, we will have an opportunity -- when it's ready to go forward, we will hear from the public at that time. But, since the request has been made to postpone -- we vote on that, correct?

MR. GLADDEN: You would. You would.

MR. PIERCE: Can I ask a question?

COMMISSIONER LOCKETT: Yes, you may.

MR. PIERCE: Should the planning commission, since it was remanded back to y'all, should y'all remand it to planning for them to come up with --

COMMISSIONER LOCKETT: Planning will look at it before we hear it again. You'll submit the traffic study and meet with them before, correct? Before it comes back to us. Theoretically.

UNIDENTIFIED MALE SPEAKER: So this is all still the same original application, right? We're just looking for additional information to supplement the application.

Please correct me if I misspeak on any of this, Jim. What we haven't done is we're looking for additional information on the original

application. I guess, in theory, what we could do is request to withdraw this application and resubmit, submit a new application with updated information and we could start the process all over.

But, as of right now, he does have an existing application that's gone before city council, it's been remanded back. It's up to you guys. If Dennis was asking to postpone it, it's up to you guys if we would like to let it sit here for one more month, if we want to withdraw the case and resubmit a new one, whatever the case may.

COMMISSIONER LOCKETT: I definitely would like to hear more information since the request of city council was specifically to answer the question: Is there an alternative to the -- we don't have it up on the screen -- to the street connecting directly into the existing subdivision. Is that the only possibility from the way that subdivision is going to work?

We're not going to hear from the public right now because we're not going to take this matter up today. So I guess our options now are to -- we need a motion to continue to postpone --

COMMISSIONER CONVILLE: I'm thinking that --

COMMISSIONER LOCKETT: -- or a motion to withdraw and reapply.

UNIDENTIFIED MALE SPEAKER: I believe Dennis would have to request to withdraw it.

COMMISSIONER LOCKETT: Okay.

UNIDENTIFIED MALE SPEAKER: Yeah. Because that would be his request as the applicant. I don't think we could ask him to withdraw it. We could ask, but I don't think we could force it. I think the matter before is the application is at hand. We could approve, postpone, deny, condition --

UNIDENTIFIED MALE SPEAKER: What's the difference in tabling -- to postpone?

COMMISSIONER LOCKETT: Right now it's not a matter that's been open to the public, so there's nothing to table.

UNIDENTIFIED MALE SPEAKER: But I guess if we tabled it, then it would not come before the commission again until everybody had their ducks in a row.

COMMISSIONER LOCKETT: I think either way we would like to act on this no later than the March meeting since this has already gone on for close to six months now.

UNIDENTIFIED MALE SPEAKER: You do have a determination to make. This is simply, in my mind, a procedural matter. Whether you wish it to be or not to be, that seems to be dependent upon the fact that it was advertised instead of not advertised. Is that correct?

UNIDENTIFIED MALE SPEAKER: Correct. We advertised it.

UNIDENTIFIED MALE SPEAKER: Otherwise, probably they would have honored his request. Am I right?

UNIDENTIFIED MALE SPEAKER: To postpone it, yes. Plus, it was also advertised. And then the request to withdraw, the signs had been out there for roughly nine, ten days. Instead of procedurally, if we hadn't even put the signs back out, we could have notified people that --

UNIDENTIFIED MALE SPEAKER: Besides this, you do have an issue before you. The city council referred it back for consideration on certain issues. That's before you. That's on your agenda. That's something to be considered and taken up.

And you can do with it as you see fit for that. This is just a matter that, because of the way of the timing and everything, it was

procedurally -- it probably would have been bumped off the agenda earlier if it hadn't been advertised.

COMMISSIONER LOCKETT: My fear is that we'll act and the city council will remand again because we don't have any new information at this point. That's my fear.

COMMISSIONER CONVILLE: Madam Chair? I'm thinking a motion to postpone would be in order pending the new information from the traffic study.

MR. DAWE: I would second that.

COMMISSIONER CONVILLE: I will make that in form of a motion.

UNIDENTIFIED MALE SPEAKER: Mr. Dawe just seconded it from --

MR. DAWE: Yeah.

UNIDENTIFIED MALE SPEAKER: Mr. Dawe seconded it.

COMMISSIONER LOCKETT: So the motion is to postpone, pending the receipt of the traffic study. Do you want to put a time frame on that postponement, a limit?

COMMISSIONER CONVILLE: I like March meeting that day -- engineers love -- and so let's -- this matter has gone on for a long time. It needs to be abbreviated. March meeting?

COMMISSIONER LOCKETT: Yes. So we have a motion on the table to postpone until March, at which time we should have the traffic study. Motion made by Commissioner Conville, seconded by Commissioner Dawe.

COMMISSIONER CONVILLE: With the study?

UNIDENTIFIED MALE SPEAKER: Yes.

UNIDENTIFIED MALE SPEAKER: I said I wasn't going to say anything. I lied.

Dennis, you said a second ago that that's the only way. And you said, "We see that that is the only way, the only way in and out." Do I hear you, your traffic study will not be considering a separate ingress and egress?

MR. PIERCE: They will.

UNIDENTIFIED MALE SPEAKER: They will be?

MR. PIERCE: Yes. I know -- our engineers -- my engineers think that's the best way at this point. He comes up with a different alternative, we'll have to see to that. And certainly, whatever he says, I'm going to bring to y'all with [inaudible].

UNIDENTIFIED MALE SPEAKER: Does that not seem to be the mode, the main -- it's in your control to fix it?

MR. PIERCE: Yes.

COMMISSIONER LOCKETT: Any other discussion? Are we ready for a roll call then?

Mr. Long?

MR. LONG: Oh, sorry.

Commissioner Conville?

COMMISSIONER CONVILLE: Yes.

MR. LONG: Commissioner Pickett?

COMMISSIONER PICKETT: Yes.

MR. LONG: Commissioner Hinton?

COMMISSIONER HINTON: Yes.

MR. LONG: Commissioner Ray?

COMMISSIONER RAY: Yes.

MR. LONG: Commissioner Wilson?

COMMISSIONER WILSON: Yes.

MR. LONG: Commissioner Lockett?

COMMISSIONER LOCKETT: Yes.

MR. LONG: Commissioner Pruitt?

MR. PRUITT: Yes.

MR. LONG: Commissioners online. Commissioner Dawe?

MR. DAWE: Yes.

MR. LONG: Commissioner Venable?

COMMISSIONER VENABLE: Yes.

MR. LONG: Commissioner Keyseear?

COMMISSIONER KEYSEEAR: Yes.

MR. LONG: Commissioner Dickerson?

COMMISSIONER DICKERSON: Yes.

MR. LONG: All right.

UNIDENTIFIED MALE SPEAKER: Unanimous. We'll postpone it until the March meeting.

MR. PIERCE: Thank you.

COMMISSIONER LOCKETT: Thank you all. Are we going to address the bylaws as part of our other business?

UNIDENTIFIED MALE SPEAKER: If you would like to.

COMMISSIONER LOCKETT: I have not looked at it since last month.

UNIDENTIFIED MALE SPEAKER: Okay.

COMMISSIONER LOCKETT: So my comments -- this draft, does this includes changes that were made -- I apologize for not looking at it.

UNIDENTIFIED MALE SPEAKER: That's okay.

UNIDENTIFIED MALE SPEAKER: They're the changes -- they're the changes that were requested. Maybe we want to take a break.

COMMISSIONER LOCKETT: Yes. Y'all just take a moment to glance at the changes. Put your readers on.

UNIDENTIFIED MALE SPEAKER: That'd be your pocket.

COMMISSIONER LOCKETT: Yes. Commissioner Wilson needs a ballot. Is there a ballot down there? [Inaudible]

COMMISSIONER DAWE: Commissioner Hinton?

UNIDENTIFIED MALE SPEAKER: Commissioner Dawe is trying to ask a question.

COMMISSIONER LOCKETT: Oh, yes. Please.

COMMISSIONER DAWE: Commissioner Hinton?

UNIDENTIFIED MALE SPEAKER: We can hear you, Commissioner Dawe.

COMMISSIONER DAWE: I did not receive a mailed packet, so I'm referring to my online packet. And the proposed changes that y'all are about to review, I assume would be in that mailed packet, maybe? I just don't see any of the proposed changes in this packet. Where can I go to find those proposed changes we're about to review?

UNIDENTIFIED MALE SPEAKER: Mr. Dawe, I printed those out about ten minutes before I walked over here for this meeting, so I will email you a copy --

COMMISSIONER DAWE: Yeah. If you could send a copy.

COMMISSIONER LOCKETT: Yeah. We can see the formatting changes in here.

UNIDENTIFIED MALE SPEAKER: There are only three changes here; is that what I'm reading?

COMMISSIONER LOCKETT: I believe so.

UNIDENTIFIED MALE SPEAKER: So, for everyone's benefit, can we not just read the three changes?

COMMISSIONER LOCKETT: Yeah, I can read the changes.

UNIDENTIFIED MALE SPEAKER: I'm sorry.

COMMISSIONER LOCKETT: Yeah. There's so few, I can read the changes out. Can you put it up?

UNIDENTIFIED MALE SPEAKER: I could, actually. That was the plan. I have it on my USB drive here. I'm going to have to disconnect the camera, Mr. Dawe.

COMMISSIONER DAWE: All right.

UNIDENTIFIED MALE SPEAKER: Is that you on your screen saver?

UNIDENTIFIED MALE SPEAKER: I wish. They look like they're having a fun time.

All right. Can you see that okay.

COMMISSIONER DAWE: Yes, sir.

COMMISSIONER LOCKETT: Okay. Good. So

I'm reading from section three: Appointments, Terms of Office and Membership. Section three, number three, item one. I guess that says one. Y'all, forgive me, my readers here.

[As read] "Faithful attendance at all meetings of the commission shall be considered a prerequisite of continuing membership. Virtual meetings are available for convenience, but attendance is expected. Per calendar year, no member should have more than three regularly scheduled meetings attended virtually. Members deviating from this requirement may be subject to section three" from numeral three, "3B of this document."

That's the first proposed change. Is there any discussion about that?

UNIDENTIFIED MALE SPEAKER: What about a flat-out absence? Like I did last month?

UNIDENTIFIED MALE SPEAKER: That's actually already addressed --

COMMISSIONER LOCKETT: It's in there somewhere.

UNIDENTIFIED MALE SPEAKER: I believe it's in there, but it's already addressed, actually, in the city's land development code in the city's

ordinance. And I think absences -- I think it says something about excused or unexcused absences. More than three unexcused absences could result in being dismissed.

COMMISSIONER LOCKETT: Yes. That's going to be on page 2b, Removal. [As read] "Continued absence of any member of the commission from three regularly scheduled meetings without excuses shall be just cause."

UNIDENTIFIED MALE SPEAKER: Thank you.

UNIDENTIFIED MALE SPEAKER: Well, it looks like I need to start coming in person again. I've been not attending in person for efficiency sake, but I'll see y'all in person.

COMMISSIONER LOCKETT: Any other discussion on that first matter? I'm going to move to page three.

UNIDENTIFIED MALE SPEAKER: Can we make this available to the rest of the commissioners to review offline?

UNIDENTIFIED MALE SPEAKER: Yeah. When this meeting is over, I can email it.

UNIDETIFIED MALE SPEAKER: Thank you.

UNIDENTIFIED MALE SPEAKER: Assuming you don't need it right this minute, right?

COMMISSIONER LOCKETT: As long as we're not voting on it right this minute, yeah. No, I don't need it right now. I think we were planning on voting on it, but if they don't have it.

UNIDENTIFIED MALE SPEAKER: Yeah.

COMMISSIONER LOCKETT: We should wait.

UNIDENTIFIED FEMALE SPEAKER: I'm not comfortable voting on something that I don't have to read now.

UNIDENTIFIED MALE SPEAKER: Correct. I agree.

UNIDENTIFIED MALE SPEAKER: I can see the screen --

COMMISSIONER LOCKETT: We'll continue to discuss and read through this because who knows what will happen with our March meeting. It could be a three-hour marathon, so. Not that we can't also have discussion, but this is a good time to address these matters.

Okay. So I'm reading now from section four, "Officers and Duties." And then over on page three, item E, [as re ad] "Elections of Officers: Each year, the chairman will appoint a four-member nominating committee in November, develop recommendations for new and continuing officers.

The nomination and voting will take place at the end of the agenda in December. And the new officers will assume their roles the following January."

That's new language, but we are already pretty much doing that. Is that right?

UNIDENTIFIED MALE SPEAKER: I believe that this is what I've learned. So yesterday was my one-year anniversary here, so yay me. I'm sorry I put you guys through all this time with me, but this is something I found out that you guys were already doing. It just wasn't recorded anywhere.

It doesn't mean you were doing anything wrong. Actually, you were probably keeping memberships -- you were at least annually looking at your leadership roles but --

COMMISSIONER CONVILLE: It's helpful to have this reminder because we missed that deadline this year.

UNIDENTIFIED MALE SPEAKER: Yeah. We did eventually do it, but I think we missed the deadline.

COMMISSIONER LOCKETT: Any discussion about that? Any additional discussion?

All right. I'll move on to -- this is going to be reading on page four, but it's under

section five, "Meetings." Item D. [As read] "All meetings shall be open to the public. And Robert's Rules of Order shall generally be followed regarding questionable matters relating to points of order and procedures."

And the additional new language says, [as read] "And shall be consulted regarding procedural matters." That last phrase is new language, just to clarify.

UNIDENTIFIED MALE SPEAKER: And Mr. Quinn has already given me permission to buy an updated copy of Robert's Rules.

COMMISSIONER LOCKETT: Excellent. We've needed it the last six months or so.

Any discussion about that? I don't think there's anything controversial about that.

And then the next item is maybe our last item. I think it's on page five. Also under section five, item H, lowercase c, "Time." And this would have addressed our issue today.

[As read] "Decisions by the commission shall be made." The new language is "not later than two regularly scheduled meetings from the time of the initial hearing."

And then item A, "Postponements" has been

added. [As read] "An applicant may not postpone their public hearing more than two times. Concluding a second postponement, the application is to be rejected as incomplete and the applicant shall submit a new application."

And this is new language. In the time that I've been on the commission, this is the longest we've ever had a meeting -- a matter continue to be postponed as opposed to table.

So that wasn't our action. We did not table that. It was actually postponed by the applicant. So that would have solved our problem today.

Any questions about that matter?

UNIDENTIFIED MALE SPEAKER: Suggest we add language that, to Commissioner Miller -- Hinton is exactly what you just said. And that is to add verbiage around. If the commission chooses to table the matter or move it to postpone it, that is not incumbent upon the applicant to suffer that consequence.

COMMISSIONER LOCKETT: You're talking about tabling it? Yeah, we did discuss that. We don't have the language in there, but can you repeat that for us? I get what you're saying.

UNIDENTIFIED MALE SPEAKER: Yeah, absolutely. Just, if the commission suggests postponing the conversation, the decision, that the applicant is not held accountable to that.

COMMISSIONER CONVILLE: See, if we do it, we could torpedo any proposal that comes to us just by postponing two meetings.

UNIDENTIFIED MALE SPEAKER: That's exactly right.

COMMISSIONER LOCKETT: Well, that --

COMMISSIONER CONVILLE: It's a loophole we would not want to be in here.

UNIDENTIFIED MALE SPEAKER: And that kind of came up with some of our research. And I think that's what -- this is my thoughts on this, and I'm open to suggestions, but that's what this line right here was. [As read] "The decision by the commission shall be made not later than two regularly scheduled meetings."

So you could postpone it for up to two regularly scheduled meetings, and that would be the end of it. You'd have to make a decision by the third.

COMMISSIONER LOCKETT: Yeah. So I do agree with Commissioner Dickerson that, if we're

going to put that burden on the applicant, we also should be held to a similar standard so that we don't just kick it down the road indefinitely.

Mr. Gladden?

MR. GLADDEN: Yeah. I would like to make an observation. I can't think of one that we've had lately, but it's entirely possible that you could have a zoning issue brought before you that is so complex that it might require you tabling it more than once or twice just to be able to get sufficient information to make a good recommendation.

I mean, it's a case-by-case thing. To generalize it is probably okay because you're maybe not going to get those cases that often. But, when you do get one, you don't think you've got the information that you need to make the decision, I don't think you should hesitate to table a third time if you wish just to get the information.

COMMISSIONER LOCKETT: That's a good point.

COMMISSIONER CONVILLE: I agree with that. Change two to three.

COMMISSIONER LOCKETT: Well, I think his point is, if we hamstring ourselves with this language, it is possible, I guess that it could take

a while to get the information that we would need.

MR. GLADDEN: There is a distinction --

COMMISSIONER LOCKETT: It hasn't happened often at all.

MR. GLADDEN: There should probably be a distinction between you actually forming a table on something versus postponing something. Although it's hard to see any kind of distinction, but there should be. But I just don't want you to give away your opportunity.

If you feel like you need information that hasn't been there, but could be there, that it's presented to you. Otherwise, I guess your position is, for that second time, you're going to vote it up or down. And, if that's what you wish to do, that's what you can do. I just think it's -- on the right case, it could be troubling for you.

COMMISSIONER LOCKETT: That might be something that -- Commissioner Dawe is rejoining. He got knocked off and I hope he will be able to hear us.

But this is a rare occasion. I think all of us are present. Am I right? I think it is worthy --

UNIDENTIFIED MALE SPEAKER: Yeah. I

think all of you are here.

COMMISSIONER LOCKETT: -- to just be of the same mind that we should not continually table it. Maybe without putting it in the dialogues, but just understanding that it's not a good idea for the applicant for us to continue to do that without a really compelling reason.

UNIDENTIFIED MALE SPEAKER: How about this? You see my edits.

COMMISSIONER LOCKETT: Very compelling.

UNIDENTIFIED MALE SPEAKER: Should a compelling reason --

COMMISSIONER LOCKETT: As a lawyer, that could cause us to argue ad nauseam about what is compelling.

UNIDENTIFIED MALE SPEAKER: Yeah. I agree with that. And I apologize for the background noise, but we need to have a quantitative measure, not a qualitative measure.

UNIDENTIFIED MALE SPEAKER: I'm open to suggestions.

UNIDENTIFIED MALE SPEAKER: May I make a --

COMMISSIONER LOCKETT: Yes, always.

UNIDENTIFIED MALE SPEAKER: Do you think

for one moment the city council wouldn't table something more than twice the thing --

COMMISSIONER LOCKETT: Oh, I think they absolutely would.

UNIDENTIFIED MALE SPEAKER: They're making the final decision. You're making simply a recommendation to them, but yet you're supposed to make it among best information you can gather and bring together. So, in a way, that same principle applies to you.

And I can't remember who made the statement. You should know and you should know inherently that, if you have the information you need, you don't need to be tabling it more than two times.

COMMISSIONER LOCKETT: Right.

UNIDENTIFIED MALE SPEAKER: And you should act accordingly. And I sort of think that's the way the council is. They don't have it strung out, but they'll string it out to get what they need.

And, in your case, you really need to get the information you need to make the sound recommendation because literally everything you have should go up to the next level: Documentary,

evidence, tapes, whatever.

COMMISSIONER LOCKETT: It is worth noting that we have really not been faced with an issue where we've needed to table. I can't recall a time where we've tabled more than one time without pretty sufficient reason. I've been on the commission a long time, and I don't -- do you? Any of us that's been on awhile?

That may be something that we don't really need to put in there right now.

UNIDENTIFIED MALE SPEAKER: I've been here quite a while. I think you acted pretty responsibly on that issue over the years that I've been here. So I don't see any abuse. That's the way to look at it. It's just the issue of how often should an applicant be able to postpone, postpone, postpone.

COMMISSIONER LOCKETT: Right.

UNIDENTIFIED MALE SPEAKER: Because, if they can postpone, they can avoid the requirement of, what, waiting a year before they have to come back?

COMMISSIONER LOCKETT: Okay.

UNIDENTIFIED MALE SPEAKER: And right now what we said in September, we're already in

February, talked about March. We're talking about a half a year already.

UNIDENTIFIED MALE SPEAKER: Commissioners, if I may. I think the intent was just as long as this commission does not do or decide anything that's punitive to the applicant. That's really the only area I think we should evaluate. If our decision --

UNIDENTIFIED FEMALE SPEAKER: Commissioner Lockett, so maybe I'm repeating myself. This may help. But you have two meetings for the commissioners, for the planning commissioners then for the applicant. Maybe we could change the language for the commissioners or the applicant.

Maybe leave it at not postponing it two times for the applicant, but if we have more decisions or need more information, as attorney Gladden said, we don't want to lock ourselves into the commission, but maybe keep it to postpone it for the applicants and not the board --

COMMISSIONER LOCKETT: Yes.

UNIDENTIFIED FEMALE SPEAKER: -- because there may be times we may have to go back more than two times as the commission.

UNIDENTIFIED MALE SPEAKER: We could have

forced that issue today by not granting a request to delay. We could have said no, we're going to vote today. So it's in our control either way.

No?

UNIDENTIFIED MALE SPEAKER: No. I was actually thinking the same thing. I mean, that application is made. Do you absolutely have to hear from the applicant?

UNIDENTIFIED MALE SPEAKER: If the applicant said, can I postpone? And this commission said, No. We've got all these people here. We're ready. We've been dealing with this for -- Dennis said two months, but you said six months. Whatever. We can say no, we're not going to delay it. We're going to vote.

And again, we're just making a recommendation. We're not shutting it down. We're just making a recommendation. I would have been prepared to vote today, given what the package read, and we chose not to do that.

UNIDENTIFIED MALE SPEAKER: You actually had that prerogative.

UNIDENTIFIED MALE SPEAKER: So we do control?

UNIDENTIFIED MALE SPEAKER: Yeah. Well,

Dennis could have withdrawn his case and then resubmitted a new application, but I think instead he requested that you guys consider the postponement of it.

But, yeah, he could have just withdrawn his case and resubmitted a new application with all the updated information when he was finally ready to come back to the table and pay the additional fee for all the staff work that we're doing running around back and forth for his case.

UNIDENTIFIED FEMALE SPEAKER: People in the neighborhood, too got inconvenienced today because of it.

COMMISSIONER CONVILLE: Postponement often or perhaps almost always carries with it some kind of deadline. We can certainly postpone for 60 days. We would not have to postpone only to the next meeting.

And so there is some flexibility there in terms of individual needs of an individual application. How complicated is it? Where is the information coming from? How long would it take to get it?

UNIDENTIFIED MALE SPEAKER: Sure.

COMMISSIONER CONVILLE: And so postpone

might not mean two meetings. And so it just says two times. And so there is some flexibility built in here depending on what drop-dead date we would set for a postponement. We may make a distinction between withdrawal and postponement.

COMMISSIONER LOCKETT: That's already addressed, isn't it? Withdrawal is something that the applicant does.

COMMISSIONER CONVILLE: And they have to start over? That's my question. Does withdrawal refer only to what's on the agenda or does it refer to making an application? And so does withdrawal kill it and you have to start over or is that the same as Mr. Pierce requesting a postponement? I'm not clear on distinction between those two.

UNIDENTIFIED MALE SPEAKER: Withdrawal is pulling the application out.

COMMISSIONER LOCKETT: And then they have to reapply.

UNIDENTIFIED MALE SPEAKER: And then they have to reapply.

COMMISSIONER CONVILLE: And wait a year? Do you have to wait a year?

UNIDENTIFIED MALE SPEAKER: I'm actually pulling it up. There's some specific language in

the ordinance about withdrawing. And it might actually fall under the discretion of the director. And that's where I'm thinking it -- [as read] "Withdrawal or amendment of the application: An application may be withdrawn by the applicant at any time up to the scheduling of the date of the public hearing for the request. If applicant wishes to withdraw the application after the scheduling of the public hearing, a request may be filed with the director and the director may determine that the withdrawal will not be detrimental to the interest of the citizens."

UNIDENTIFIED MALE SPEAKER: But keep in mind, I'm sure that's talking about the initial, first time application.

UNIDENTIFIED MALE SPEAKER: Wait, wait, wait. You were just right at it. Go down. It said one year. There it is, 12.31.

Just stop moving the mouse.

UNIDENTIFIED MALE SPEAKER: Go back.

COMMISSIONER CONVILLE: Right there.

UNIDENTIFIED MALE SPEAKER: That's the application for a map amendment.

UNIDENTIFIED MALE SPEAKER: Okay.

UNIDENTIFIED MALE SPEAKER: Yeah, that

one's specifically the map amendment. This is withdrawal of an application, 3.15.

COMMISSIONER CONVILLE: Would you mind reading that again? I can't see it from here.

UNIDENTIFIED MALE SPEAKER: Sure.

[As read] "Withdrawal or amendment of an application: An application may be withdrawn by the applicant at any time up to the scheduling of the date of the public hearing for the request. If the applicant wishes to withdraw the application after the scheduling of the public hearing, a request may be filed with the director and the director may determine that the withdrawal will not be detrimental to the interests of the citizens by the application. Changes to an application for amendments may only be made if the change causes other requests to be more restrictive. Otherwise, no changes to an application may be made after a public hearing is scheduled."

COMMISSIONER CONVILLE: In regard to Mr. Pierce made reference to advertising, not scheduling. The language in there is scheduling the public hearing. When is the public hearing scheduled?

UNIDENTIFIED MALE SPEAKER: It is

scheduled when we advertise it. So, when they come in, we actually --

UNIDENTIFIED MALE SPEAKER: So it's the same thing?

UNIDENTIFIED MALE SPEAKER: It is. The first public hearing we had was advertised and scheduled and then this one was advertised and scheduled.

COMMISSIONER CONVILLE: Which means ten days before we meet, right?

UNIDENTIFIED MALE SPEAKER: Fifteen days is the requirement. Fifteen days is the requirement, but, because of the way the paper publishes and way we meet, it actually turns into about 21 days.

COMMISSIONER CONVILLE: So it would have to be withdrawn to be legitimate prior to advertising?

UNIDENTIFIED MALE SPEAKER: Well, yeah. I mean, he would need to -- I think it says request in writing, right?

COMMISSIONER LOCKETT: But, if you're withdrawing it, that means that you're not moving forward with the plan. So why would you have a hearing on something that is not going to happen?

UNIDENTIFIED MALE SPEAKER: Correct. With the exception, so long as it's not detrimental to the public health, right. That's where it kind of -- you give me an application, you can't just turn around and take it away because if we find that there could be some big public health concerns.

COMMISSIONER CONVILLE: So Pierce requested a postponement, requested we postpone it after it had been advertised?

UNIDENTIFIED MALE SPEAKER: After it had been advertised.

UNIDENTIFIED MALE SPEAKER: It got lost in the detail.

UNIDENTIFIED MALE SPEAKER: Technically, the same thing happened in January because we spoke about it being postponed in January, right. But when he requested to postpone it, he told us at the outset.

We called him as we were sending it to the paper. And Andrea was driving around and putting signs out. And she put a sign out and I think she went right back out there and took the sign up the next day. And then the president of the HOA called and asked questions about what happened. And then we said, He's asking to postpone.

So we try to take care of it up front as much as we can. But, you know, way too much time had passed for me to be comfortable making the decision right at our office without you guys at least knowing what was going on. I mean, heck, you guys are already planning on being here because the request came in at the end of the day on Monday.

COMMISSIONER LOCKETT: So basically, next month, if Dennis Pierce comes back in here and says, I want to postpone it again, we can give it an up or down vote at that time or we could postpone, but I think we're all -- so yeah. I think that obviously, having not been faced with this -- and I'm saying this for the benefit of Commissioner Pruitt -- we have not been faced with this.

And so that's why we are having so much difficulty knowing what to do with it because this has -- I can't recall anything that's gone on for six months ever. Unless it's something that's been withdrawn and they've reapplied within the window.

UNIDENTIFIED MALE SPEAKER: It's a tool that I didn't see happen very often with my previous job. The city council would remand it back to the planning commission. It's a tool that they can use, but it doesn't happen very often.

COMMISSIONER LOCKETT: So I think where we stand now, so that the commissioners that are online and not here in person need to have this to review over the next month. And I would like to vote on this at the conclusion of the other business this next month because we've had plenty of time to -- by that time, we will all have had plenty of time to consider.

If anyone has any further discussion or anything, I would think we could email. We've got each other's contact or let the staff know.

Yes?

UNIDENTIFIED MALE SPEAKER: Well, while we're here, I would like to draw your attention to one other provision.

COMMISSIONER LOCKETT: Okay.

UNIDENTIFIED MALE SPEAKER: It's on page two. It's under section 3Aii. [As read] "No commission member shall vote on any matter deciding the petition unless he or she shall have attended one or more of the public hearings of the petition."

I find that questionable on more than one level. If I were trying to be technical, I might say, by precluding someone from voting, you essentially are potentially altering your ability to

have a quorum on an issue.

And I say that purely technically. I'm not saying that's a reality because likely it's not a great reality, but it is a technical issue.

UNIDENTIFIED MALE SPEAKER: But you're giving me an out.

UNIDENTIFIED MALE SPEAKER: But the more important matter is, if I were sitting in your shoes -- I'll use a time term, I would be hacked off with this because I would know that I would make myself aware of what had been happening. I would have considered that my responsibility being on that board to know what happened, be apprised of it, talk with the staff, go out and look at the property, read the minutes, everything.

So I would think I would be capable of voting on that maybe as -- I'm not saying that this is true, but it's possible I might even be more capable of voting on it than somebody else who might have been in attendance.

COMMISSIONER LOCKETT: And we always do have the right to abstain, so --

UNIDENTIFIED MALE SPEAKER: That's right.

COMMISSIONER LOCKETT: -- that's a choice that you could make.

UNIDENTIFIED MALE SPEAKER: But the point is, this would be preventing someone that wasn't there for the original hearing. And I don't know that that's prudent, either. So the question to this commission is: Do we want to leave that provision in there or strike it?

COMMISSIONER LOCKETT: I would say let's strike that. It may have always been in there. I don't know.

UNIDENTIFIED MALE SPEAKER: It's been in there.

UNIDENTIFIED MALE SPEAKER: Yeah. This is just a template that I found --

UNIDENTIFIED MALE SPEAKER: And every version I've had I've questioned it.

COMMISSIONER LOCKETT: Well, good. Then let's strike it then. We will vote on it, but let's vote on striking it at this meeting.

COMMISSIONER CONVILLE: I've got a question.

COMMISSIONER LOCKETT: Yes.

COMMISSIONER CONVILLE: This is an issue that came up in the board of adjustments nominating committee meeting last week, whether perhaps we should have three-year terms for offices instead of

annually. Would that provide more continuity?

Many boards like this do three-year terms. And there is succession from secretary to vice chair to chair. So they're, theoretically at least, training, time and acclamation to the culture of the group and all of it. So that you've always got leadership that's not just parachuting in out of nowhere, but knows the store and knows how to deal with the issues and so forth.

So I would toss that out to you as another possible addition. The planning commission has functioned fine the other way for years. On the other hand, having -- particularly, if it's a three-year term and succession from one office to the other, you would be electing one office every year, a secretary.

UNIDENTIFIED MALE SPEAKER: The counter to that is the flexibility of making sure you have the right leader at the right time because if Amy were to show up and she just doesn't handle it very well at all, then we're sitting here stuck with her for three years.

COMMISSIONER CONVILLE: Well, she --

UNIDENTIFIED COMMISSIONER: Good point.

UNIDENTIFIED MALE SPEAKER: That's the

only one I can say.

COMMISSIONER CONVILLE: Okay. The counter to that is a wise nominating committee would have never nominated her. But it's easy. It's amazing we do as well as we do anyway all the way across the board.

UNIDENTIFIED MALE SPEAKER: By the way, I vote for Amy for the next term. I'm just saying.

COMMISSIONER CONVILLE: So that's something for you to think about, multiple year terms. And it's a separate issue whether they are succeeding from one office to the other.

COMMISSIONER LOCKETT: I don't -- three years -- your point is well taken, but three years -- I mean, I'm not saying that I would not be willing to serve more than that myself. However, the point -- and I have good faith in my vice chair, as well.

But, if there were to be a situation -- and I've dealt with this on another board very recently -- where it's not working out, you have a three-year term, and it might be more difficult to make changes tactfully as opposed to just wait it out.

COMMISSIONER CONVILLE: That's right.

UNIDENTIFIED MALE SPEAKER: Could we scroll to the portion -- there was the commissioner's board of team members or resources, team members that could be brought in. I forget exactly where that was.

Yeah. A four-member nominating committee. If we were going to -- election of officers. Thank you very much.

If we're going to make term limits a thing, I would suggest we just closely align it with this initiative.

And a side question, Commissioner Hinton: Do the bylaws have to be unanimous or do they have to be majority vote?

UNIDENTIED COMMISSIONER: I do not know the answer to that. I would not imagine it would have to be unanimous.

Mr. Gladden says no. No to unanimous. Do we need a quorum? I mean, do we need a simple majority?

MR. GLADDEN: Yes, that would be sufficient. Yes.

COMMISSIONER LOCKETT: Okay. Simple majority.

UNIDENTIFIED MALE SPEAKER: However,

there is a section in here about changes once you adopt it. I'm trying to find it. Going to be under amendments. Based off of the template that I was using, I think you had to have six. Once you adopt it, you had to have the majority of the commission to change it. So six members have to vote to make a change.

UNIDENTIFIED MALE SPEAKER: That's reasonable. Yeah. Majority change. Yeah.

UNIDENTIFIED MALE SPEAKER: You see it on page seven? There it is, way down at the bottom. Yeah.

So that was one of the ideas is that, once adopted, that you couldn't have a minimum quorum and then a minimum quorum. Four members could initially change the bylaws for everybody.

COMMISSIONER CONVILLE: I'd be curious, Jim, what your experience has been with boards kind of like this and whether you have succeeding officers in three-year terms or two-year terms, whatever, versus every year. Do you have any --

MR. GLADDEN: Year is pretty common. It really is. And I can see a lot of reasons why it would be common, some of which we haven't even talked about here.

COMMISSIONER CONVILLE: I see Mr. Miller sitting over here. I wonder if you have any experience that would enlighten us on officers and succeeding --

MR. MILLER: A little bit, if I may.

COMMISSIONER LOCKETT: Of course.

MR. MILLER: State law -- this has come up with ward supervisors before. State law generally provides for a four-year term for the officers. I always advise my board that they have the inherent authority to both elect and depose their officers as they see fit.

So, for instance, for several years, we basically took turns where a supervisor would be board president for a year. So my suggestion to you would be, set it up like you want it as the default, but y'all would retain the authority due to the incompetence, incapacity, whatever, of a board officer to replace them.

COMMISSIONER CONVILLE: What's Terri Bell elected for, one year?

MR. MILLER: I have not been with the county Since December 31st, so I'm not aware of that.

UNIDENTIFIED MALE SPEAKER: So at this

point on this commission, the officer -- I mean, the chair, conducts the meetings. Does the chair -- you don't create the agenda in concert with the planning staff, do you?

COMMISSIONER LOCKETT: No.

UNIDENTIFIED MALE SPEAKER: So basically, you conduct the meetings?

COMMISSIONER LOCKETT: Right.

COMMISSIONER CONVILLE: But you surely could make suggestions, requests that certain items be on the agenda.

COMMISSIONER LOCKETT: But I would think I could, too. And I'm the newest guy, right? If I came to you and said, I've got a compelling, something that we need to discuss, I think, as a planning commission, here's the reasons why, you would consider it.

UNIDENTIFIED MALE SPEAKER: I would consider it, but I would probably pick up the phone and call the chair.

UNIDENTIFIED MALE SPEAKER: That would be appropriate. I probably would call the chair, too, actually.

COMMISSIONER LOCKETT: We have the item every month that is the chair's report. And we've

used that -- Commissioner Miller, when he was the chair, sometimes would have an article relating to planning.

Certainly we've had some times where we've had training and we've reported that a few of us went, participated in training. It's never been anything real weighty. And there's been many times when we haven't had anything at all. I haven't had anything to present.

Is there something that needs to be happening there on my end? I haven't been here long enough to really even ask that question.

UNIDENTIFIED MALE SPEAKER: I didn't see that with my previous job. So you're kind of catching me flat footed on that one for an answer.

COMMISSIONER LOCKETT: Sometimes, like, for instance, we might have introduced Commissioner Pruitt as the new member. And we did introduce him as a new member, but I don't think that type of thing would be appropriate announcing resignations or new appointments. But if there is ever anything that needs to happen there.

UNIDENTIFIED MALE SPEAKER: If we're going to get deep in the weeds on some of this, you probably do need to accept excuses for absences

potentially there.

COMMISSIONER LOCKETT: Okay.

UNIDENTIFIED MALE SPEAKER: If you just share a report and maybe we just ask general questions about things we saw going on in the city. We might have some information on that, we may not. Or you may catch me flat footed, and I'll say, Well, I can send you an email and then you can distribute it to the other commissioners. There's things like that we could work on. Just open dialogue.

COMMISSIONER LOCKETT: We were fortunate in that this is what Chairman Miller did for a living. We benefited from his wisdom.

COMMISSIONER CONVILLE: Madam Chair, there was a time, I want to say roughly between 15 and 20 years ago when I was chair, that the commission, as a group, perceived that the city council was not on the same page with us. And so more than once we drafted very pointed letters to the council requesting -- trying to educate them about some things we do and so forth.

And so there were chairs' reports about really addressing our relationship with the council. So that might be an example of when the executive committee, those three officers -- I remember more

than once we huddled and drafted some things and put them out to the council, approved, sent it to the city council. So there is the possibility of the need for chairs.

COMMISSIONER LOCKETT: We've kind of drifted far afield from our bylaws. So, if there's no further discussion on that, I'll entertain a motion to adjourn.

UNIDENTIFIED FEMALE SPEAKER: Motion to adjourn.

COMMISSIONER LOCKETT: Is there a second?

UNIDENTIFIED MALE SPEAKER: Second.

COMMISSIONER LOCKETT: All right. All in favor?

Thank you, online commissioners.

(Whereupon, the Hattiesburg Planning Commission adjourned.)

CERTIFICATE OF COURT REPORTER

I, Julie Brown, Court Reporter and Notary Public in and for the County of Madison, State of Mississippi, hereby certify that the foregoing pages, under penalty of perjury, contain a true and correct transcript of the audio-recording, as taken by me, and later reduced to typewritten form by computer-aided transcription under my supervision and to the best of my skill and ability. Any unintelligible's noted in the transcript are so noted due to the inability of an intervention by a live stenographic reporter during proceedings.

I further certify that I am not in the employ of or related to any counsel or party in this matter and have no interest, monetary or otherwise, in the final outcome of this matter.

Witness my signature and seal this the 28 day of March, 2024.



Julie Brown

JULIE BROWN, RPR, CCR #1587

My Commission Expires:
April 6, 2024

Cottages of Turtle Creek HOA
101 Cottage Dr.
Hattiesburg, MS 39402
April 15, 2024

(HAND-DELIVERED)

Hattiesburg City Council
200 Front Street
Hattiesburg, MS 29401

Re: Application of Dennis Pierce for Plat Approval of
Cottages of Turtle Creek: Phase Four

Dear Council Members:

We, the undersigned members of the Board of Directors of Cottages of Turtle Creek Homeowners Association, on behalf of our 95 individual member residents, object to and respectfully request denial of the current application.

We, as a retirement community without any through streets or sidewalks, unanimously believe it would be unsafe and improper for Hamlett Drive to be opened to through traffic to and from the proposed new subdivision.

We thank you for your consideration.

Very truly yours,

COTTAGES OF TURTLE CREEK BOARD OF DIRECTORS

Laura Mills, Secretary

George Pace, President

John Hurt, Treasurer

Paul Perry, Vice President

Terry McWhorter, Past President

Tom Bates, Member-At-Large

Recorded in LDB 22-F
at Page 295

295

FILED

2012 FEB 23 AM 10 42

WAYNE SMITH
CHANCERY CLERK

INDEXING INSTRUCTIONS:

a.) The Cottages of Turtle Creek (Phase I) and
b.) The Cottages of Turtle Creek Phase II, Lamar County, Mississippi.

PREPARED BY:
Terry L. Caves – MS Bar #5937
CAVES & CAVES, PLLC
Post Office Drawer 167
Laurel, MS 39441-0167
Telephone 601-428-0402
Facsimile 601-428-0452

RETURN TO:
Terry L. Caves – MS Bar #5937
CAVES & CAVES, PLLC
Post Office Drawer 167
Laurel, MS 39441-0167
Telephone 601-428-0402
Facsimile 601-428-0452

IN RE: Amendment #2 to Declaration of Covenants, Conditions, and Restrictions of the Cottages of Turtle Creek, Phases I & II.

The Cottages of Turtle Creek
Homeowners Association
President:
NAME: Jack Ramsey
ADDRESS: 133 Cottage Drive
Hattiesburg, MS 39402
TELEPHONE: 601-579-9336

296

CERTIFICATION OF AMENDMENT TO COVENANTS OF PHASE I & PHASE II OF THE COTTAGES OF TURTLE CREEK

We, JACK RAMSEY and DIANA LITTLE, the duly elected President and Secretary, respectively, of the Homeowners Association of The Cottages of Turtle Creek, Phase I and Phase II, do hereby certify that pursuant to Article XIII, Section 2 as amended a majority of the lot owners consented to amending the existing Covenants of Phase I and Phase II as recorded in the Office of the Chancery Clerk of Lamar County, Mississippi in Book 180 at Page 8 and Book 21J at Page 243 and the amendment approved is as follows:

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said

subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

298

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

300

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced lot next to my name. Said lot is situated within the Cottage of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

302

A copy of the consent of the lot owners is attached hereto and incorporated herein by reference for all purposes. This amendment shall be recorded in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

Witness our signatures on this the 23RD day of February, 2012.

STATE OF MISSISSIPPI
ANGELA LELAND
NOTARY PUBLIC
ID No. 38821
Commission Expires
March 7, 2016
LAMAR COUNTY

THE COTTAGES OF TURTLE CREEK HOMEOWNERS ASSOCIATION

BY: Jack Ramsey
JACK RAMSEY, PRESIDENT

BY: Diana Little
DIANA LITTLE, SECRETARY

STATE OF MISSISSIPPI

COUNTY OF Lamar

PERSONALLY APPEARED BEFORE me, the undersigned authority in and for the jurisdiction aforesaid, the within named, JACK RAMSEY, as President, and DIANA LITTLE, as Secretary, of The Cottage of Turtle Creek Homeowners Association, a nonprofit corporation, who acknowledged that they signed the above and foregoing instrument on the day and year therein mentioned for an on behalf of said corporation and as its act and deed after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 23rd day of February, A.D., 2012.

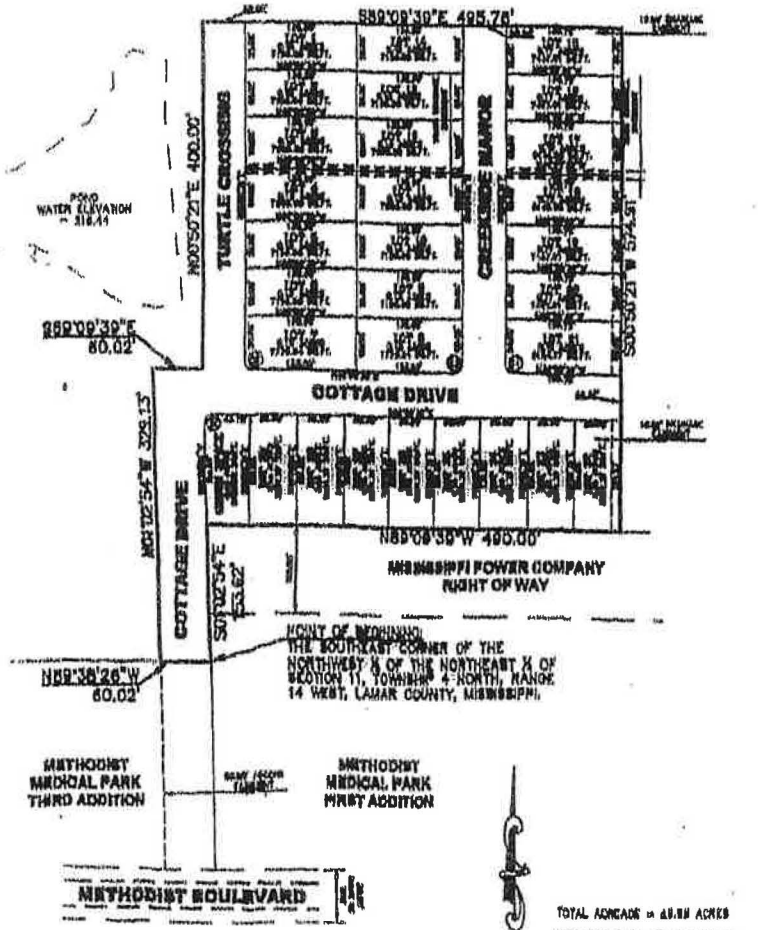
Anita Ward
NOTARY PUBLIC

My Commission Expires:
March 7, 2016

CHANCERY CLERK
LAMAR COUNTY MISSISSIPPI

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
AD BOOK 22-F PAGE 295-364
INDEXED – RECORDED ✓ ABSTRACTED ✓
Ann Davis D.C.

COTTAGES OF TURTLE CREEK SUBDIVISION



CURVE TABLE				
CURVE No.	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	10.00'	16.04'	N44°53'44"E	14.37'
C2	10.00'	15.71'	N44°09'39"W	14.14'
C3	10.00'	15.71'	S45°50'21"W	14.14'
C4	10.00'	15.71'	N44°09'39"W	14.14'

STATE OF MISSISSIPPI, COUNTY OF LAMAR

A part of the North ½ of the Northeast ¼ of Section 11, Township 4 North, Range 14 West, in the County of Lamar, State of Mississippi and being more particularly described as beginning at the Southeast Corner of the Northwest ¼ of said Northeast ¼ of Section 11, thence run N89°38'26"W along the South Line of said Northwest ¼ of the Northeast ¼ for 60.02 feet, thence run N01°02'54"W and parallel with the East Line of said Northwest ¼ of the Northeast ¼ for 389.13 feet, thence run S89°08'39"E for 60.02 feet to a Point on the said East Line of the Northwest ¼ of the Northeast ¼, thence run N00°50'21"E for 400.00 feet, thence run S89°08'39"E for 495.78 feet, thence run S00°50'21"W for 574.51 feet to a Point on the Northern Road or Way of a Mississippi Power Company transmission line, thence run N58°08'39"W along said Northern Right of Way Line of a Mississippi Power Company Transmission line for 480.00 feet to a Point on the West Line of the Northeast ¼ of the said Northeast ¼, thence run N01°02'54"E along said West Line of the Northeast ¼ of the Northeast ¼ for 153.62 feet to the Point of Beginning, containing 6.00 Acres, more or less.

STATE OF MISSISSIPPI, COUNTY OF LAMAR

We, Flanagan Construction Company and Leslie Melonie Cranberry, the Owners, do hereby certify that the aforementioned are the Owners of the land described in the foregoing certificate of Raymond M. Doerman, a Mississippi Registered Professional Engineer, and that acting on the duly authorized officials of the aforementioned have caused the same to be subdivided and platted as shown hereon, and have designated the same as Cottages of Turtle Creek Subdivision

Witness our signature(s) on this, the 14th day of March, 20 04.

Craig Flanagan - President
Flanagan Construction Company

Leslie Melonie Cranberry

STATE OF MISSISSIPPI, COUNTY OF LAMAR

Personally appeared before me, the undersigned notary in and for the jurisdiction aforesaid, Craig Flanagan of the within named Flanagan Construction Company and Leslie Melonie Cranberry, the Owners, whom have acknowledged to me that they signed and delivered this plat and the Certificate thereon on their own act and deed for and in behalf of said Owners, after being authorized to do so; and Raymond M. Doerman, a Mississippi Registered Professional Engineer, who also acknowledged to me that he signed and delivered this plat and the Certificate thereon.

Given under my hand and seal of office on this, the 14th day of March, 20 04.

Notary Public

MY COMMISSION EXPIRES JAN. 9, 2005

My commission expires: _____ (SEAL)

STATE OF MISSISSIPPI, COUNTY OF LAMAR

Survey checked on this, the _____ day of _____, 20_____ by Raymond M. Doerman and approved by the City Engineer for the City of Hattiesburg on this, the _____ day of _____, 20_____

City Engineer

This, Cottages of Turtle Creek Subdivision, is herein approved and accepted, and all improvements contained therein to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg, on this, the _____ day of _____, 20_____

Mayor

City Clerk

STATE OF MISSISSIPPI, COUNTY OF LAMAR

We, Wayne Smith, Chancery Court Clerk of said County and Raymond M. Doerman, a Mississippi Registered Professional Engineer, do hereby certify that we have carefully compared this plat of Cottages of Turtle Creek Subdivision, with the original/certified/copy thereof, as made by the said Raymond M. Doerman a Mississippi Registered Professional Engineer, and find it to be a true and correct copy of said map or plat.

Given under my hand and seal of office on this, the 4th day of March, 20 04.

Raymond M. Doerman, P.E. #13502

Chancery Clerk

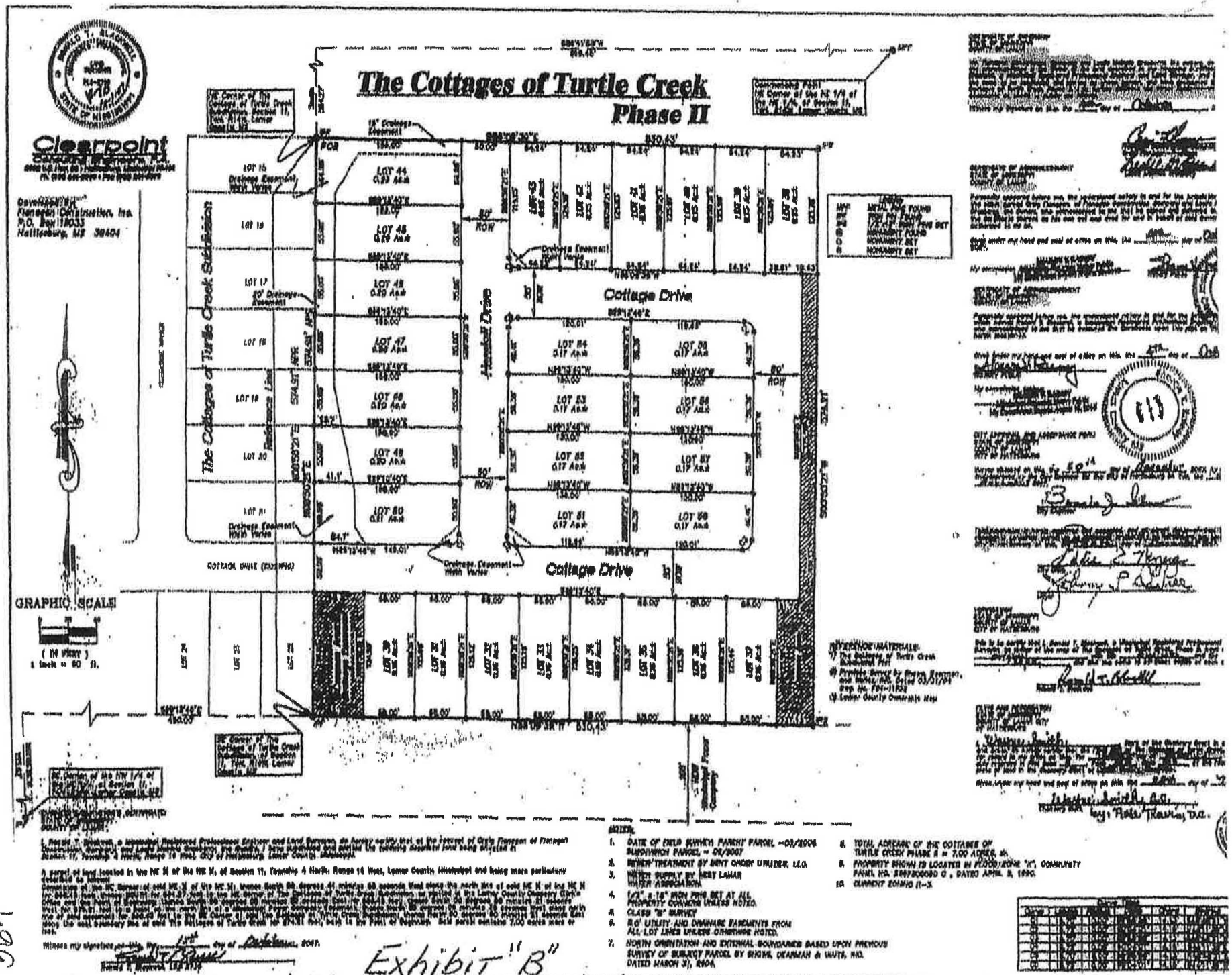
STATE OF MISSISSIPPI, COUNTY OF LAMAR

I, Wayne Smith, Clerk of the Chancery Court in and for said County and State, do hereby certify that the final plat of Cottages of Turtle Creek Subdivision was filed for record in my office on this, the 4th day of March, 20 04, and was duly recorded in Plat Book 5, Page 38 of the records and maps and plats of land in the Chancery Court of Lamar County, Mississippi.

Given under my hand and seal of office on this, the 4th day of March, 20 04.

Chancery Clerk

Exhibit "A"


The Cottages of Turtle Creek
Phase II
Clearpoint
Cottage Drive
Hamlet Drive
The Cottages of Turtle Creek Subdivision
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
Exhibit "B"

264

The Cottages at Turtle Creek HOA

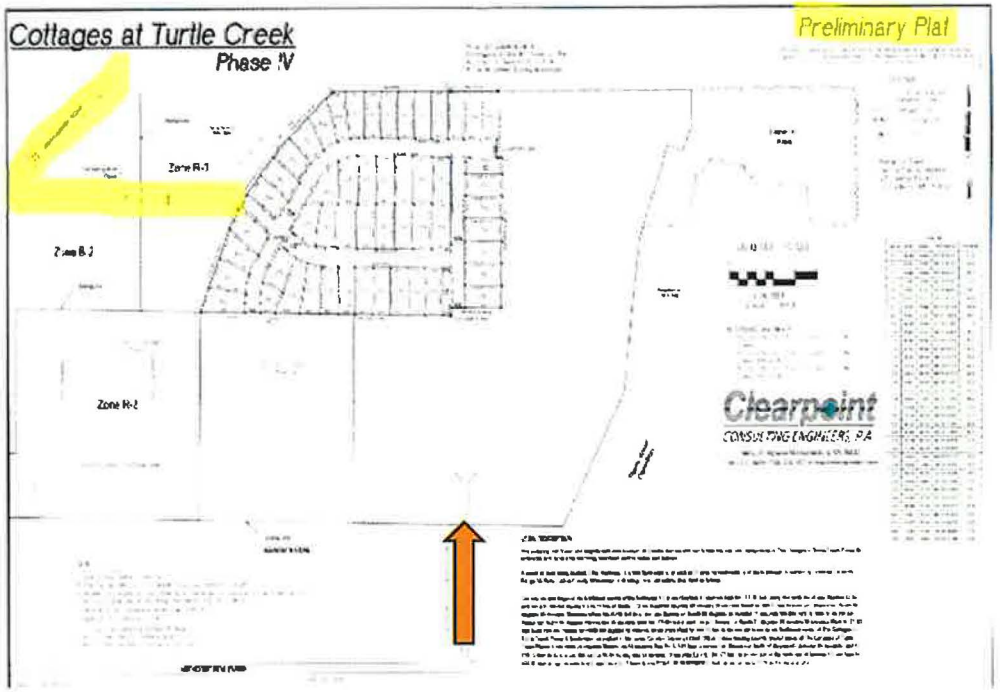
RICHARD A. FILCE
LOWREY & FORTNER, P.A.
HATTIESBURG, MS

Age-Restricted Retirement Community

- Secure
  - Perimeter fenced
  - No through streets
- Under 70 houses
- Covenants



Originally Proposed Access via Weathersby Rd.



Preliminary Plat

HPC tom A

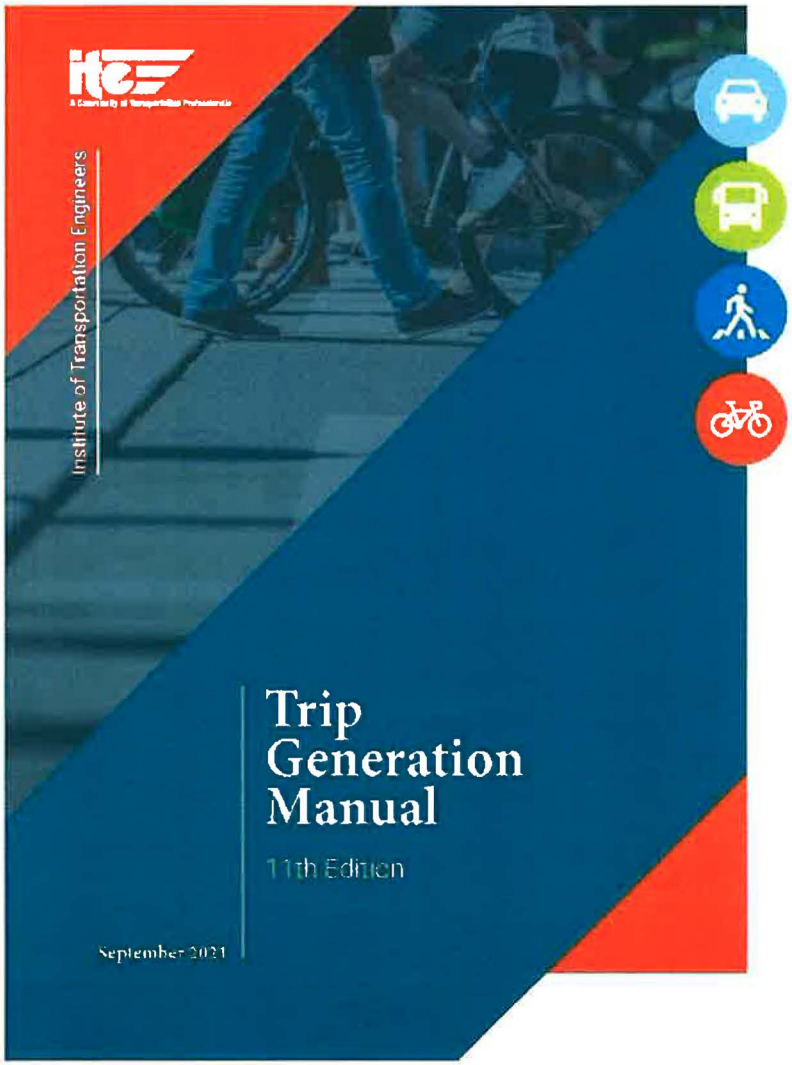
Access via Hamlett is Flawed

- Built at minimum width of 24 feet (local street only)
- No sidewalks
- No room for pedestrians or parked cars

Institute of Transportation Engineers

Trip Generation Manual,

11th Edition (2021)



Local Street v. Sub-Collector Street

Calculate the Average Daily Traffic (ADT)

Code 210. Each single-family detached house = 9.43 trips per weekday

Houses x 9.43 trips per day = ADT

City of Hattiesburg Land Development Code

Sec. 8 uses ADT to determine minimum width of a street.

Local

- 0-250 ADT
- 24 feet min. width

Sub-Collector

- 250-1,000 ADT
- 30 feet min. width



Right-of-Way (feet)	50	As the lowest order street, the access street usually carries no through traffic. With properly designed access streets without through traffic, travel distances from residences to collector streets are short, traffic speeds are low, lane capacity and design speed are not controlling design factors, and minor delays are inconsequential considerations. Drivers and residents expect and accept both brief delays and the need to decrease speed. ADT = 0 - 250
Number of Travel Lanes	2 lanes	
Parking Lane Width (feet)	0	
Pavement Width (feet)	24 - 32	
Corner Radius	20	
Centerline Radius	90'	
Block Length (feet)	800'	
Sidewalk width (minimum)	5'	
Planting Strip Required?	Yes	
Bike Lanes Required?	In conformance with Complete Streets Ordinance	
Street Trees Required?	Yes	



Right of Way (feet)	50'
Number of Travel Lanes	2 lanes
Parking Lane Width (feet)	8'
Pavement Width (feet)	30'
Corner Radius	20'
Centerline Radius	90'
Block Length (feet)	400
Sidewalk width (minimum)	5 ft. or 6 ft. adjacent to on street parking.
Planting Strip Required?	Yes
Bike Lanes Required?	In conformance with Complete Streets Ordinance
Street Trees Required?	Yes

The subcollector provides passage to access streets and conveys traffic to collectors. Like access streets, the subcollector provides frontage and access to residential lots but also carries some through traffic to lower order (access) streets. The subcollector is a relatively
low volume street.

ADT - 250 - 1,000

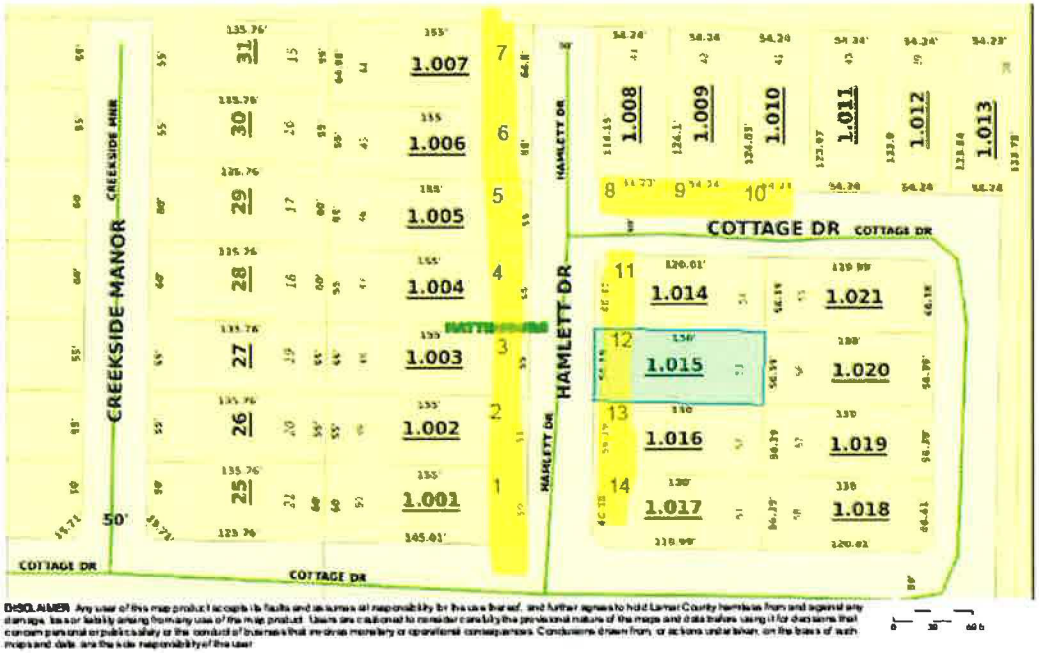
Hamlett Dr. Currently

14 houses x 9.43 =

132 ADT =

Local Street

Geoportal Map



Proposal Adds 52 Houses

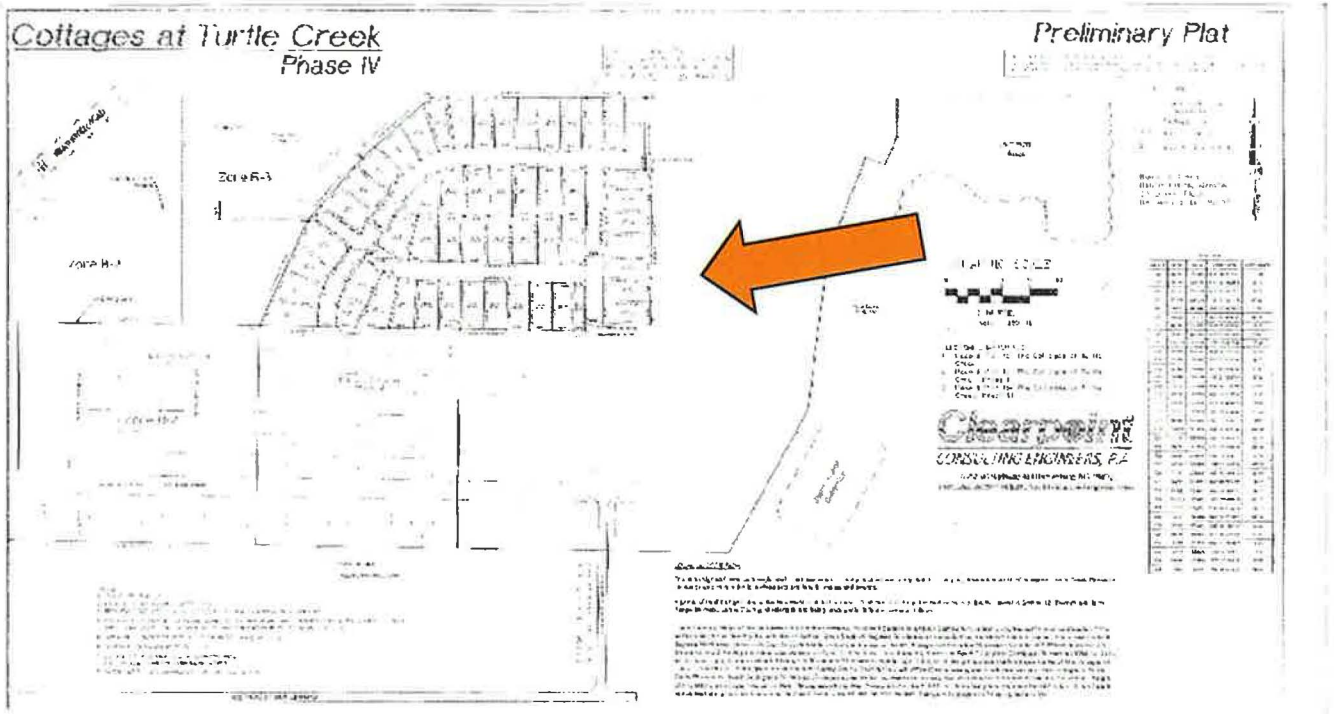
14 (current) + 52 = 66

9.43 x 66 =

622 ADT =

Sub-Collector Street.

<u>30 feet min. width</u>

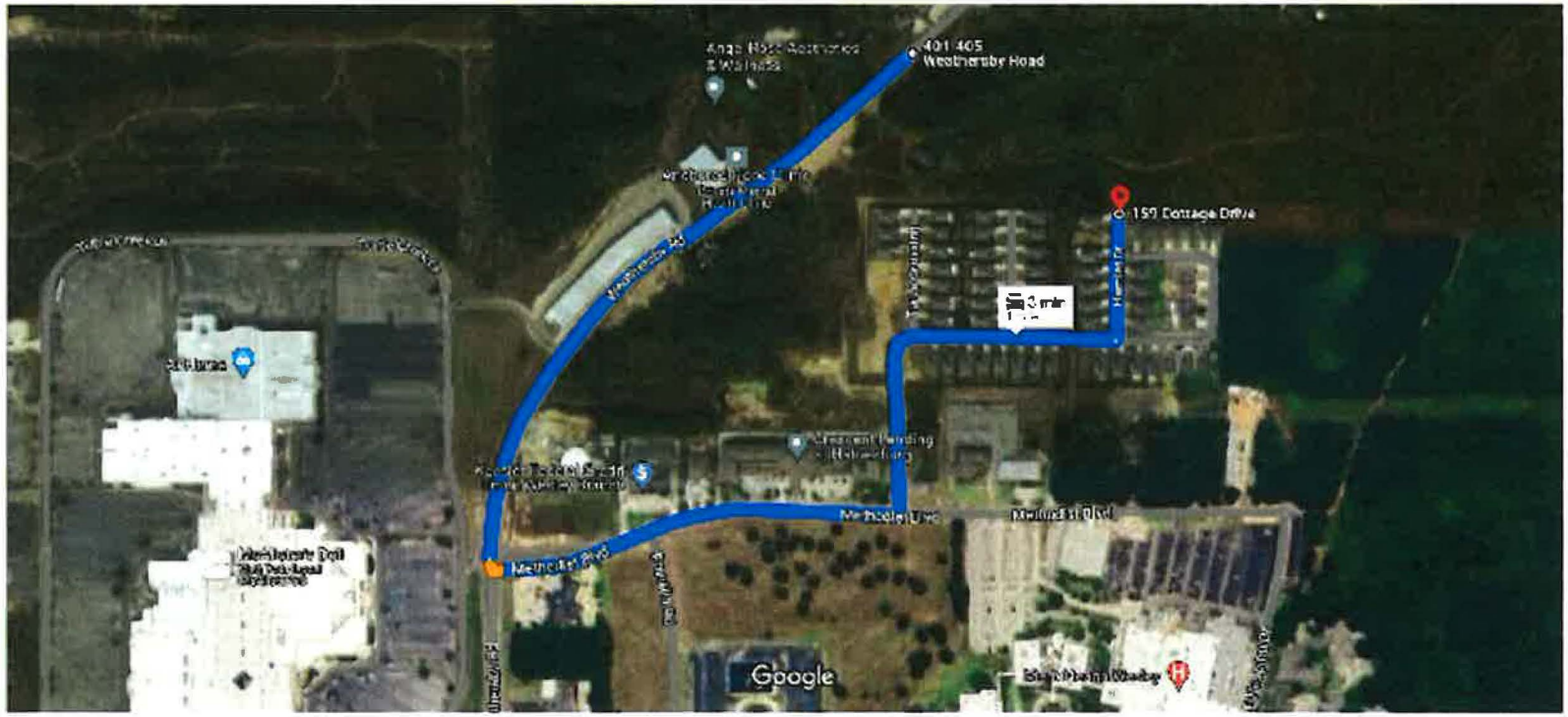


Longer Emergency Response Time

- Fire
- EMS/ Ambulance
- Police
- High Water Event

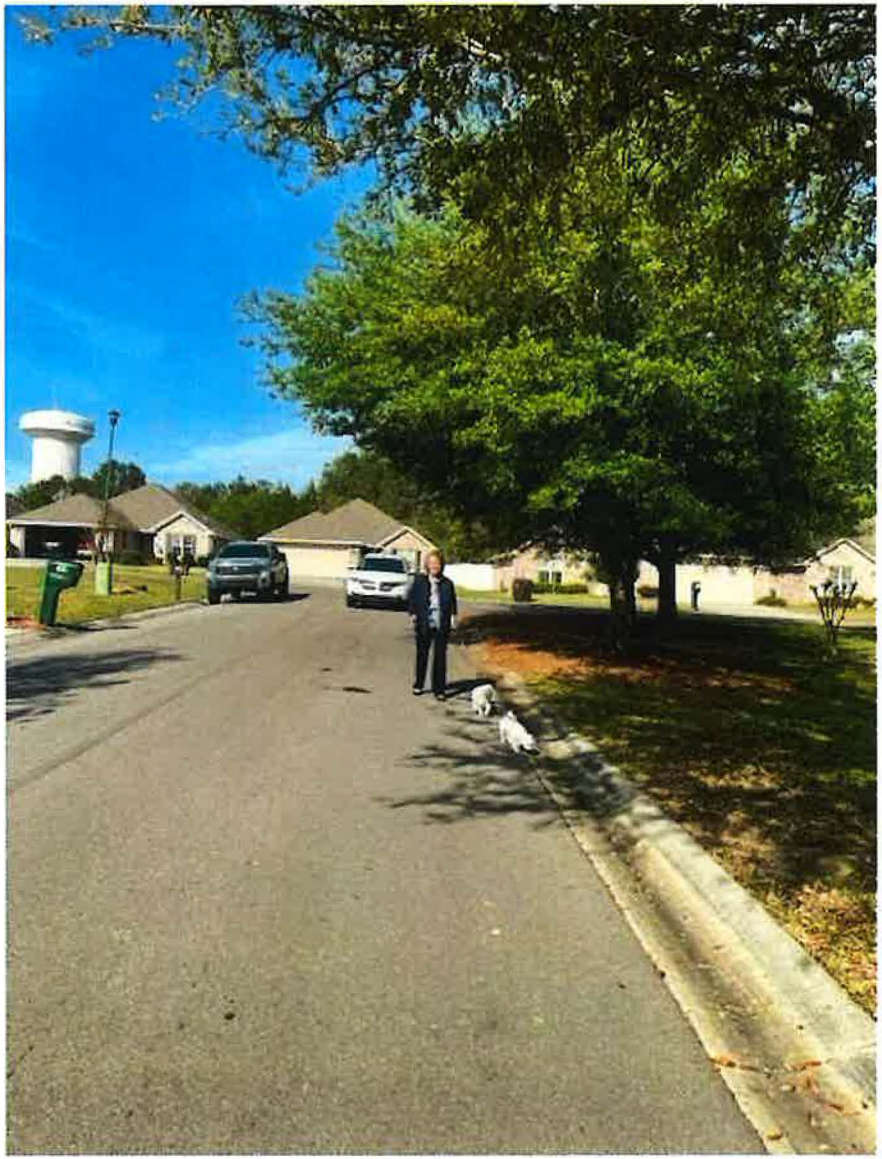
Google Maps **401-405 Weathersby Rd, Hattiesburg, MS 39402 to 159 Cottage Dr, Hattiesburg, MS 39402**

Drive 1.0 mile, 3 min



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, USDA/FPAC/GEO, Map data ©2024 100 m

Foreseeable Risk



Potential Liability

- Delayed response time (1 mile)
- Danger to Pedestrians
  - Mixed sidewalks & no sidewalks
  - Too narrow for sub-collector

"The increased potential for lawsuits means that prudent governments at both the state and local levels need to examine closely their emergency planning efforts for legal sufficiency."

Nicholson, William C. "Emergency planning and potential liabilities for state and local governments." ***State and Local Government Review*** 39.1 (2007): 44-56.

"In evaluating whether a design is negligent or defective, the courts frequently look to published standards to measure conduct."

Cooley, Andrew. "Liability and risk management associated with at-grade pedestrian crossings." Institute of Transportation Engineers. ***ITE Journal*** 76.12 (2006): 38.

of the development and staff suggest including conditions of approval that includes the guarantee of their installation or that they be bonded. Staff also suggest the same requirements for all infrastructure in the subdivision, in order to guarantee their completion upon dedication to the City of Hattiesburg.

The development of the subdivision on this site will require the mitigation of wetlands by the Army Corps of Engineers. The petitioner will be responsible for providing the proper documentation that they have been mitigated or any other alternative that the USACE approves before the Site Design and Review Committee can approve the final site plan for the subdivision. The petitioner is also exploring an alternative entrance to the subdivision, where a secondary entrance is required based on the length of the existing streets in the current development. As shown in this request, the petitioner is showing an entrance off of Weathersby Road, but may explore an alternative entrance off of Methodist Boulevard. Staff suggest the requirement of including the roadway entrance from Weathersby Boulevard as part of the road to be dedicated to the City of Hattiesburg as a public street in this request. Any alternative entrances to the subdivision will require an additional review by the Hattiesburg Planning Commission and City Council before they can be approved by the Site and Design Review Committee, as relocation to the entrance of the subdivision would be considered a significant change in the proposed plat.

Any structure built in the subdivision will need to adhere to all applicable building codes as adopted by the City of Hattiesburg at the time of their construction and adhere to all applicable elements of the Land Development Code. Any additional higher standards beyond what is addressed by the City of Hattiesburg would need to be addressed and enforced by private covenants.

Project Already Requires Wetlands Mitigation

*Excerpt from Planning Comm. Case Fact Sheet

Hattiesburg City Council Meeting COPY

April 15, 2024

Response to Petition for approval of plat for Phase IV Cottages of Turtle Creek

Good Afternoon, my name is John Hurt and I am a homeowner in the Cottages of Turtle Creek. I want to thank the Commission for the opportunity to present concerns related to the Phase IV expansion.

The Cottages is a 55+ retirement community of 67 homes occupied by approximately 100 Hattiesburg citizens and voters. The average age is approximately 80 and around 2/3 are women. Many of us have physical limitations but still enjoy getting out and moving about and visiting with our neighbors. Since there are no sidewalks we use the streets. We enjoy a wonderful quality of life that we want to maintain.

The developers of The Cottages stated they wanted to create a community that was "**aesthetically pleasing and functionally convenient**" in other words, a quiet peaceful community with architectural uniformity and access to services needed by seniors.

As the earlier presentations illustrated increased traffic from the expansion would be noisy and dangerous for our elderly homeowners. Not only would Cottages residents suffer quality of life issues, including increased crime, but financial costs as well.

The added traffic will result in lower real estate values. A comprehensive study (Exhibit A) documents the impact high traffic volume has on single family home prices. The study finds that home prices can be significantly impacted by increased traffic flow and on average the discount in price is over 8% for a home fronting or adjacent to a high traffic street versus a home on a low traffic street.

Assuming the average home in the Cottages is worth $275,000 the loss in value at 8% is $22,000, or for the entire subdivision of 67 homes the loss could be almost $1.5 million.

Also, the planned development must not use the name "Cottages of Turtle Creek" as that would imply some connection with the existing development.

As homeowners of a planned community and Hattiesburg voters we look to you, our City Council and Planning Commission as institutions to hold developers accountable for commitments made to their homeowner customers.

The new Phase IV development will likely be marketed as an aesthetically pleasing functionally convenient community. That is fine; we the homeowners of the earlier Phases just do not want to lose our quiet, safe and peaceful community in the process.

Thank you for your attention.

ScienceDirect

COPY

Transportation Research Part D: Transport and Environment

Volume 17, Issue 4, June 2012, Pages 317-320

Notes and comments

Surface street traffic volume and single-family house price

James E. Larsen

Show more

Share Cite

https://doi.org/10.1016/j.trd.2012.01.004

Get rights and content

Abstract

This study investigates the relationship between surface street traffic volume and single-family house prices in a relatively small city in the US. Hedonic price models are estimated using data from 9670 transactions that occurred between January 1998 and March 2011. It is discovered that parcels fronting or adjacent to a high-traffic street sell, on average, at an 8.1% discount compared to similar parcels that are not so situated. Restricting the analysis to parcels on or adjacent to a high-traffic street, house price and traffic volume are found to be negatively related; a doubling of volume from any particular traffic count, ceteris paribus, reduces selling price by an average of 2.1%.

Highlights

► We analyze data from 9670 transactions that occurred between 1998 and 2011 in Kettering, Ohio. ► We find the traffic volume is capitalized into single-family house prices. ► Houses on high-traffic streets found to sell for 8.1% less on average than houses on low-traffic streets. ► House prices on high-traffic streets falls by 2.1% each time traffic count doubles.

Introduction

There is a general acceptance among researchers using empirical data that noise from vehicular traffic negatively impacts the value of nearby residential properties. Many of the studies included in the extant literature employed hedonic regression and focused on the value effect associated with close proximity to a

limited access highway. Recent examples include a study by Wilhelmsson (2000) of single-family houses in Sweden, a study by Theebe (2004) of properties in the Netherlands, a study of residential units in Korea done by Kim et al. (2007), and most recently, a study focusing on condominiums in Germany conducted by Brandt and Maennig (2011).[1] These (and similar) studies are important, in part, because they inform planners and other place managers about an important hidden cost associated with urban development.

Noise, however, is not the only negative externality that vehicular traffic may impose on nearby residential properties. Other undesirable elements associated with increased traffic volume, most of which would be extremely localized in nature, include increased litter, air pollution, unwanted light at night, and collision with property, people and animals. In addition, these negative externalities are not limited to highways designed to accommodate high-speed traffic. The present study will demonstrate that traffic volume on local surface streets may impose costs, in the form of reduced selling price, on the owners of single-family houses situated on or adjacent to those streets.

Section snippets

Data

The study area is the city of Kettering, a suburb of Dayton, located in southwestern Ohio. There are 250 miles of surface streets within the 18.7 square miles that comprise Kettering. The population of Kettering declined slightly over the study period. In 2010, the population was 56,163 (down 2.3% from 57,502 in 2000) and it contained 27,602 housing units (92.1% of which were occupied). Kettering differs from the study areas mentioned in the opening paragraph of this paper in several important...

Methodology

To determine whether the houses on or adjacent to a high-traffic street sold for significantly different prices than similar houses which were not so situated, Eq. (1) which is comprised of variables typically included in a hedonic regression, was estimated using the program PROC REG, available on SAS (2004).

$$\begin{aligned}\mathrm{PRICE} = {} & \alpha + \beta_1 \mathrm{HIGH} + \beta_2 \mathrm{AGE} \\ & + \beta_3 \mathrm{BATH} + \beta_4 \mathrm{BED} + \beta_5 \mathrm{COND} \\ & + \beta_6 \mathrm{FIRE} + \beta_7 \mathrm{LOT} + \beta_8 \mathrm{SQFT} \\ & + \beta_9 \mathrm{AIR} + \beta_{10} \mathrm{BRICK} + \beta_{11} \mathrm{FULL} \\ & + \beta_{12} \mathrm{NONE} + \beta_{13} \mathrm{OWN} + \beta_{14} \mathrm{FALL} \\ & + \beta_{15} \mathrm{WINTER} + \beta_{16} \mathrm{SPRING} + \\ & \sum_{i=17}^{29} \beta_i \mathrm{YR} + \varepsilon\end{aligned}$$

where PRICE is the transaction price, α is the...

Results

Examination of the first numerical column in Table 2, where the regression results for Eq. (1) are summarized, will reveal that the data fits the model well. The *F* statistic is highly significant, the adjusted R^2 indicates that the model explains 82.9% of the variation in the response variable, and all but two of the 29

explanatory variables are significant at the 99% confidence level. Of particular interest, the results indicate that single-family houses on or adjacent to a high-traffic street ...

Conclusion

It has been demonstrated that vehicular traffic volume on local surface streets was capitalized into single-family house prices in the study market. Houses on high-traffic streets sold for less than houses located on low-traffic streets, ceteris paribus. The results also demonstrate that traffic count was negatively related to selling price of single-family houses located on or adjacent to a high-traffic street. This means actions that alter traffic counts such as street widening or changes to...

Recommended articles

References (5)

S. Brandt *et al.*

Road noise exposure and residential property prices: evidence from Hamburg

Transportation Research, Part D (2011)

K.S. Kim *et al.*

Highway traffic noise effects on land price in an urban area

Transportation Research, Part D (2007)

There are more references available in the full text version of this article.

Cited by (7)

Highway investment in deindustrialization: A territorial analysis of office property transactions in Hong Kong, 2002–2013

2018, Journal of Transport Geography

Citation Excerpt :

...Another growing body of literature on highways investigates the adverse impacts of traffic volumes on housing properties near highway interchanges or corridors to claim disamenity due to continuous roadway expansions for greater mobility. Numerous studies have shown substantial price discounts for heavy traffic, noise pollution, and/or air pollution, although the degrees of price discounts vary by estimation technique, traffic type, housing submarket, and territorial division worldwide (e.g., Allen et al., 2015; Andersson et al., 2010; Bae et al., 2007; Carey and Semmens, 2003; Hughes and Sirmans, 1992; Kawamura and Mahajan, 2005; Kim et al., 2007; Larsen, 2012; Nelson, 2008). On the other hand, existing research on traffic volumes has conducted limited analysis of the capitalization effects in non-residential properties on business productivity, whereas it provides rich evidence on price discounts in various residential estates

for neighborhood livability....

Show abstract

Monetary valuation of road noise. Residential property prices as an indicator of the acoustic climate quality

2015, Ecological Indicators

Citation Excerpt :

...His studies showed that the plots located in close proximity to roads were on average 8.1% cheaper as compared to similar plots, which are not situated at a close distance to roads. Additional studies limited to analysis of land prices adjacent to the main road showed that the price of the house and the traffic intensity are negatively correlated – where traffic was two times higher than the average, real estate prices were cheaper by an average of 2.1% (Larsen, 2012). Dekkers and van der Straaten (2009) indicated that the chosen threshold level of noise strongly influences the results of the research....

Show abstract

Examination of the impacts of hospital accessibility on housing prices: heterogeneity across attributes, space and price quantiles ↗

2023, Journal of Housing and the Built Environment

The Value of Access to Rail Transit in a Congested City: Evidence from Housing Prices in Beijing ↗

2020, Real Estate Economics

Assessing the impact of road traffic externalities on residential price values: A case study in Madrid, Spain ↗

2019, International Journal of Environmental Research and Public Health

Examining the spatial relationship between environmental health factors and house prices: NO<inf>2</inf> problem? ↗

2018, Journal of European Real Estate Research

View all citing articles on Scopus ↗

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Monday, April 15, 2024 4:00 PM	City Council Monday Meeting Agenda	Council Chambers 200 Forrest Street

Call to Order

Appeal Public Hearing

1.	**2024-101**	Hold a public hearing for an appeal filed by the Homeowners Association for the Cottages of Turtle Creek, and George Pace, president of said homeowners association, on the decision to approve a preliminary plat approval with conditions made by the Planning Commission on March 6th, 2024. The preliminary plat approval is requested by Dennis Pierce, owner, and is an extension of the Cottages of Turtle Creek on Methodist Boulevard in Lamar County, Ward 3.

Agenda Review

Citizens' Forum

Meeting Recess

Memorandum

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

From:

cc: **Ann Jones, Chief Administrative Officer**

Date: **Monday, April 15, 2024**

Re: **Hold a public hearing for an appeal filed by the Homeowners Association for the Cottages of Turtle Creek, and George Pace, president of said homeowners association, on the decision to approve a preliminary plat approval with conditions made by the Planning Commission on March 6th, 2024. The preliminary plat approval is requested by Dennis Pierce, owner, and is an extension of the Cottages of Turtle Creek on Methodist Boulevard in Lamar County, Ward 3.**
File Number: 2024-101
Minute Book #

Summary
Hold a public hearing for an appeal filed by the Homeowners Association for the Cottages of Turtle Creek, and George Pace, president of said homeowners association, who are aggrieved by the decision to approve a preliminary plat approval with conditions made by the Planning Commission on March 6th, 2024. The preliminary plat approval is requested by Dennis Pierce, owner, and is an extension of the Cottages of Turtle Creek on Methodist Boulevard 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).

The Planning Commission recommended approving the following conditions on March 6th, 2024:
1. Construction entrance for phase 4 to be off of Weathersby Road.
2. Require covenants for phase 4 that prohibit construction traffic on Hamlet Drive.
3. Plat Conditions, & Restrictions – add to the plat the following notes:

a) The common area(s) parcel's ad valorem tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.

b) The common area(s) of this subdivision shall be owned and maintained by the owner's, commercial owner's association, and/or by the property owner(s) of the lots. In the event any lot becomes subdivided into additional lots or individual site plans, said site plans conforming to the city's Land Development Code, each property owner shall own their pro rata share, by area percentage of their lot, of the common areas. Such maintenance shall be performed so as to ensure that the common area operates in accordance the City's Land Development Code and Property Maintenance Code. Such maintenance shall include, but not be limited to repair of structures, and maintenance of sign tenants, and maintenance of the property. The city shall have a "right of access" to use the drives, parking areas, and yards of this property to make inspections of the common areas to ensure that said maintenance has been properly performed. In the event that the property owner(s) have not properly performed maintenance on the facilities, to the extent that the facility(s)

poses a threat to public health, safety, or welfare, the city shall retain the right to perform emergency repairs to the facility. The cost of any such repairs will remain the responsibility of the property owner(s) and may be added as a lien on the next year's tax bill.

4. Streets - Street identifications and traffic control signs/markings shall be installed by the developer to City specifications.

5. Utilities - Unless otherwise specified, all utilities and services (electric, telephone, cable, etc.) are to be installed underground.

6. Bonds – Bonds, in a form satisfactory to the City Engineer and the City Attorney, will be required as follows:

a) Performance bond – Acceptance of the plat before the street and infrastructure are completed will require a bond based on the developer's engineer's estimated cost of unfinished work, verified by the staff engineer, plus 10% until complete. Renewed annually and adjusted for inflation.

b) Maintenance – Upon acceptance of the plat and the completion of streets and infrastructure a bond in the amount of 5% of the total cost of all work must be remitted to the city for the duration of 1 year.

Recommendation Statement

Please hold an appeal hearing on April 15th as requested by the Homeowner's Association for the Cottages of Turtle Creek.

Please place this on the April 15, 2024 City Council meeting for consideration.

TABLE of CONTENTS

1. Preliminary Plat – Cottages Phase IV
2. Minutes of Planning Commission Meeting – 09/06/2023
3. Minutes of City Council Meeting – 10/03/2023
4. Minutes of Planning Commission Meeting – 03/06/2024
5. Plat of Phase II – Cottages
6. Letter from Jim Gladden to City of Hattiesburg – 04/12/2017
7. Traffic Study by Kizer Engineering
8. Excerpt of Testimony of Jonahan Kizer
9. Excerpt of Testimony of Dennis Pierce
10. Excerpt of Testimony of Charles Daul
11. Miss. Code Ann. §21-37-47 – Eminent Domain
12. Miss. Code Ann. §21-37-7 – Closing of Streets
13. Declaration of Covenants of Phase II of Cottages
14. Amended Covenants of Cottages Phases I & II
15. *Gallagher v. City of Waveland*
16. Assignment of Rights & Reservations – Flanagan Construction to Dennis Pierce, Inc.
17. Warranty Deed – Flanagan Construction to Dennis, Pierce, Inc.

Preliminary Plat



MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
September 6th, 2023

Board Members Roll Call:

Members Present:

1. Amy Hinton, Vice Chair
2. Rebekah Ray
3. Rhoda Pickett
4. Elayne Lockett
5. Dick Conville
6. Jeff Keyseear
7. Carlos Wilson
8. Charles Dawe (Online)

Members Absent:

1. Michael Dickerson
2. Luke McNair
3. Mark Miller, Chair

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
7. Bri Hogge, Planning Manager.

Vice Chair, Hinton. declared the Hattiesburg Planning Commission meeting open and in session at 1:00 p.m.

AGENDA REVIEW

There came the matter of the August 2023 Agenda. Item D was removed from the agenda at the request of the Planning Staff. Commissioner Ray made a motion to accept the amended agenda. seconded by Vice Chair Hinton. All members present were in favor.

Motion:

Made by Commissioner Ray

Second:

Made by Vice Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Dick Conville	X		
Jeff Keyseear	X		
Carlos Wilson	X		
Charles Dawe (Online)	X		

MINUTES REVIEW

For August 2nd, 2023 minutes, Commissioner Pickett made a motion to approve with spelling corrections and Commissioner Lockett seconded this motion.

Motion:

Commissioner Pickett

Second:

Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Dick Conville	X		
Jeff Keyseear	X		
Carlos Wilson	X		
Charles Dawe (Online)	X		

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for August 2023.

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, and Cory Long, Planning Manager.

CHAIR'S REPORT

The Vice-Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Dennis Pierce, owner, requests 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).

Discussion and Vote:

The planning staff introduced the case. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Denis Pierce, the applicant, came to speak on behalf of the case and explained the project. When the Public Hearing portion of the meeting was opened by Vice Chair Hinton, nine residents came to speak in opposition to the case. An exhibit with signatures by residents opposing the subdivision was entered into the record. There were primarily concerns raised over the amount of traffic, noise, and street safety that could be affected by the construction process. It was also recommended by citizens to look for additional road entrances so that the construction crew would not be able to access their neighborhood in the future. Commissioner Conville made the motion to approve the preliminary plat under the following conditions:

1. Plat Conditions, & Restrictions – add to the plat the following notes:

a) The common area(s) parcel's ad valorem tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.

b) The common area(s) of this subdivision shall be owned and maintained by the owner's, commercial owner's association, and/or by the property owner(s) of the lots. In the event any lot becomes subdivided into additional lots or individual site plans, said site plans conforming to the city's Land Development Code, each property owner shall own their pro rata share, by area percentage of their lot, of the common areas.

2. Streets - Street identifications and traffic control signs/markings shall be installed by the developer to City specifications.

3. Utilities - Unless otherwise specified, all utilities and services (electric, telephone, cable, etc.) are to be installed underground.

4. Bonds – Bonds, in a form satisfactory to the City Engineer and the City Attorney, will be required as follows:

a) Performance bond – Acceptance of the plat before the street and infrastructure are completed will require a bond based on the developer's engineer's estimated cost of unfinished work, verified by the staff engineer, plus 10% until complete. Renewed annually and adjusted for inflation.

b) Maintenance – Upon acceptance of the plat and the completion of streets and infrastructure a bond in the amount of 5% of the total cost of all work must be remitted to the city for the duration of 1 year.

5. A temporary construction road to be required for all grading, clearing, and construction of structures to be created and used that does not have any common entrance with the existing subdivision and that Hamlet Drive cannot be used as a construction entrance.

Commissioner Wilson seconded this motion.

Presented by:

Denis Pierce

Proponents:

1. Danielle Pierce

Opponents:

1. John Hurt
2. Richard Nuss
3. Pat Hicks
4. Bill Youngblood
5. Diana Little
6. Beth Mitchell
7. Murial Anderson
8. Tom Bates
9. Marsha Hester

Motion:

Made by Commissioner Conville

Second:

Made by Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Rebekah Ray		X	
Rhoda Pickett	X		
Elayne Lockett	X		
Dick Conville	X		
Jeff Keyseear		X	
Carlos Wilson	X		

Charles Dawe (Online)	X		

Item B:

Ming Ming Lin, representative, Martin Tovrea, architect, and Beverly Land, LLC., owner, request approval for a Planned Mixed-Used Development as an extension of the existing development known as the "Village at the Beverly", which is located on Old Airport Road in Forrest County, Ward 5. The Planned Mixed-Use Development will be known as "Village at the Beverly III". (PPIN 29647 Parcel No.: 2-041H-27-017.00).

Discussion and Vote:

The planning staff introduced the case. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Ming Ming Lin, the applicant, came to speak on behalf of the case explained the project and invited the Commissioners to raise questions. A letter of concern regarding the site design was submitted by Ginger Lowrey as an exhibit. Commissioner Conville inquired about the requirements for Planned Mixed-Use developments, asserting that the commercial and residential components of this project were not properly integrated. Commissioner Keyseear expressed concern over the approval of the project, stating that this does not provide an adequate basis for future PMU developments. As a result, he made a motion to table this item, stating that alternative options for this project could be explored. This motion was seconded by Commissioner Lockett. A roll call vote was then conducted.

Presented by:

Mr. Ming Ming Lin

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Keyseear

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett	X		
Dick Conville	X		

Jeff Keyseear	X		
Carlos Wilson			ABSTAINED
Charles Dawe (Online)	X		

Item C:

Safari Timberlands, LLC, owner, and Jeff Diamond, representative, and Mark Willie, representative, request approval for a preliminary plat for a major subdivision located on J. Ed Turner Road in Lamar County. The proposed name of the subdivision is "Mandalay Villas of Graystone", located in Lamar County, Ward 1. (PPIN 31718, 31719, 31720, 31721, 31722, 31723, 31724, 31725, 31726, 31727, 31728,31729, 31730, 31731, 31732, 31733, 31734, 31735, 31736, 31737, 31738, 31739, 31740, 31741, 31742, 31743, 31744, 31745, 31746, 31747, 31748, 31749, 31750, 31751, 31752, 31753, 31754, 31755, 31756, 31757, 31758, 31759, 31760, 31761, 31762, 31763, 31764, 31765, 31766, 31767, 31768, 31769, 31770).

Discussion and Vote:

The planning staff introduced the case. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Jeff Diamond, the applicant, came to speak on behalf of the case and presented renderings for this proposal. He also introduced an exhibit, showing a modified plat that reduced the number of developable lots down to 42 (from 44), and added more common area. Questions regarding the lot sizes, driveway entrance and stormwater were raised by Commissioners Conville, Ray and Keyseear. Vice Chair Hinton expressed appreciation to the applicant for his intention to bring the subdivision into compliance with the current Land Development Code. A question was made to Staff by Commissioner Keyseear regarding bonds and their purpose, and staff responded the conditions in place with the bonds assure the infrastructure is completed in various ways. Commissioner Wilson made a motion to approve the modified plat entered as an exhibit with conditions (outlined below) and seconded by Commissionr Conville.

The following conditions were added with approval:

1. Plat Conditions. & Restrictions – add to the plat the following notes:

a) The common area(s) parcel`s ad valorem tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.

b) The common area(s) of this subdivision shall be owned and maintained by the owner`s, commercial owner`s association, and/or by the property owner(s) of the lots. In the event any lot becomes subdivided into additional lots or individual site plans, said site plans conforming to the city's Land Development Code, each property owner shall own their pro rata share, by area percentage of their lot, of the common areas. Such maintenance shall be performed so as to ensure that the common area operates in accordance the City`s Land Development Code and Property Maintenance Code. Such maintenance shall include, but not be limited to repair of structures, and maintenance of sign tenants, and maintenance of the property.

The city shall have a "right of access" to use the drives, parking areas, and yards of this property to make inspections of the common areas to ensure that said maintenance has been properly performed. In the event that the property owner(s) have not properly performed maintenance on the facilities, to the extent that the facility(s) poses a threat to public health, safety, or welfare, the city shall retain the right to perform emergency repairs to the facility. The cost of any such repairs will remain the responsibility of the property owner(s) and may be added as a lien on the next year's tax bill.

2. Streets - Street identifications and traffic control signs/markings shall be installed by the developer to City specifications.

3. Utilities - Unless otherwise specified, all utilities and services (electric, telephone, cable, etc.) are to be installed underground.

4. Bonds – Bonds, in a form satisfactory to the City Engineer and the City Attorney, will be required as follows:

a) Performance bond – Acceptance of the plat before the street and infrastructure are completed will require a bond based on the developer's engineer's estimated cost of unfinished work, verified by the staff engineer, plus 10% until complete. Renewed annually and adjusted for inflation.

b) Maintenance – Upon acceptance of the plat and the completion of streets and infrastructure a bond in the amount of 5% of the total cost of all work must be remitted to the city for the duration of 1 year.

5. Invalid Plat - Abandon Mandalay Villas of Graystone Subdivision plat with Lamar County as it is not recognized by the City of Hattiesburg as valid.

Commissioner Wilson made a motion to approve the Major Subdivision plat without additional conditions. This motion was seconded by Commissioner Conville. All present voted in favor of approving the request, except for Commissioner Lockett, who was absent.

Presented by:

Mr. Jeff Diamond

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Wilson

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Rebekah Ray	X		

Rhoda Pickett	X		
Elayne Lockett			ABSENT
Dick Conville	X		
Jeff Keyseear	X		
Carlos Wilson	X		
Charles Dawe (Online)	X		

Item E:
Tabled from August 2023 Planning Commission: Bennett V. York, owner, and Ronald T. Blackwell, engineer, request approval for a preliminary plat for a major subdivision located along Cross Creek Parkway in Lamar County, Ward 3 (PPIN 7622, 38013; Parcel No.: 051M-11-011.000, 051M-11-011.011).

Discussion and Vote:
Vice Chair Hinton made a motion to take from the table this item. Commissioner Conville seconded this motion. The planning staff reintroduced the case. Mr. Ronnie Blackwell, the applicant came to speak on behalf of the proposal. Neither the applicant nor the staff were asked any questions. Vice Chair Hinton made a motion to approve the request, seconded by Commissioner Ray. The vote passed unanimously.

Presented by:
Mr. Ronnie Blackwell

Proponents:
2. None

Opponents:
2. None

Motion:
Made by Vice Chair Hinton

Second:
Made by Commissioner Keyseear

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett			ABSENT
Dick Conville	X		
Jeff Keyseear	X		

Carlos Wilson	X		
Charles Dawe (Online)	X		

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 4:06 p.m.

Motion:

Made by Vice Chair Hinton

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Amy Hinton (Vice Chair)	X		
Rebekah Ray	X		
Rhoda Pickett	X		
Elayne Lockett			ABSENT
Dick Conville	X		
Jeff Keyseear	X		
Carlos Wilson	X		
Charles Dawe (Online)	X		

_____

Amy Hinton, Vice Chair

_____

Cory Long, AICP, Planning Division Manager

Published Agenda

Tuesday, October 3, 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.	2023-719	Approve the minutes for the September 18 & 19, 2023 meetings of the City Council.
2.	2023-708	Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.
3.	2023-627	Take from the table a request to approve or deny a preliminary plat approval for a major subdivision by Dennis Pierce, located on Methodist Boulevard in Lamar County. The proposed name of the subdivision is "Cottages at Turtle Creek: Phase IV", located in Lamar County, Ward 3. The Planning Commission recommended approval with conditions on September 6th, 2023.
4.	2023-693	Approve or Deny a property division request by Gerry Grimshaw and Garry Williams for property located at 509 Ronie Street in an existing subdivision known as The Kamper and Whinnery Survey; in accordance with MS Code 17-1-23 (4).The request meets the Land Development Code and is Zoned R-1A, Single-Family Residential.
5.	2023-660	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.
6.	2023-697	Approve Agreement with RJ Young Company to extend the lease period for the existing Canon IR C5550 copier (S/N 2JG03870) in the Engineering department at a monthly rate of $298.44 for an additional term of 48 months and authorize the Mayor to execute the agreement.
7.	2023-710	Approve Contract between the City of Hattiesburg and Pass Security, LLC to provide security services for various Parks and Recreation Programs and authorize the Mayor to execute the same.
8.	2023-720	Approve Agreement between the City of Hattiesburg and First Due for software services for the Hattiesburg Fire Department and authorize the Mayor to execute the same.
9.	2023-723	Approve Agreement between the City of Hattiesburg and Molly Maid for cleaning services at Highland Cemetery Office and authorize the Mayor to execute the same.
10.	2023-721	Approve Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2023; authorize the Council President to execute the same.
11.	2023-724	Adopt a Resolution approving settlement of claim with Pineview Presbyterian Church as a doubtful and disputed claim.
12.	2023-722	Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for the fiscal year ending September 30, 2023.
13.	2023-692	Authorize submission of a grant application to Mississippi Department of Environmental Quality (MDEQ) for the Solid Waste Assistance Grant in the amount of $75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day;" and authorize the Mayor to execute the same in duplicate. The grant requires the city to provide $25,000.00 in matching funds for a total project cost of $100,000.
14.	2023-727	Adopt a Resolution declaring Forrest County PPIN 021836 necessary for public use and authorizing to condemn and authorizing the City Attorney or assignee to institute any and all proceedings necessary to acquire the same.

ROUTINE AGENDA

1.	2023-695	Acknowledge and Accept the final plat for Hattiesburg Marketplace Subdivision.
2.	2023-659	Acknowledge receipt of a Temporary Easement from Richard L. and Mozella P. Conville for 104 Cherokee Court for the purposes of constructing public improvements.
3.	2023-696	Acknowledge receipt of the 2022-2023 End-of-Year Report for the University of Southern Mississippi Symphony & Opera Community & Educational Outreach Program.
4.	2023-691	Acknowledge receipt of the two quote docket for the period of August 26, 2023 through September 22, 2023.
5.	2023-707	Acknowledge proofs of publication for the month of September, 2023.

6.	2023-689	Acknowledge bids received on September 14th, 2023 for Term Bid Item #2 (Repair and Rehabilitation of City Streets) for the City of Hattiesburg and accept the bid of Warren Paving as the only bid received.
7.	2023-725	Approve specifications and authorize publication of advertisement for Timberton Softball Complex, FEMA DR 4295 PW44, upon concurrence with the Federal Emergency Management Agency for the City of Hattiesburg.
8.	2023-662	Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. {CDBG Entitlement/HOME}
9.	2023-694	Approve claims docket for the period ending September 30, 2023.

In Memoriam:

- Mr. Raymond Edward Bryant
- Mrs. Acquanetta Lenoir
- Mrs. Karen Lee Miller
- Ms. Sheila Gwen Ware
- Ms. Sarah Alice White

Meeting Adjourn

****

Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, October 3, 2023**, in Council Chambers at City Hall; same being from a recessed meeting held on October 2, 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.

Call to Prayer and Pledge of Allegiance

The prayer was given by Pastor Phillip McSwain of Starlight Missionary Baptist Church.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

Mayor Barker presented a Certificate of Recognition to Hunter White, Deputy Director of Department of Transportation and Engineering and Lt. Robert Smith, Hattiesburg Fire Department for completing the Leadership Pinebelt program.

There were no other presentations at this time.

POLICY AGENDA

The POLICY AGENDA came before the Council.

1.	2023-719	Approve the minutes for the September 18 & 19, 2023 meetings of the City Council.

Attachments: 9-18-2023 PH, AR Mins
9-19-2023 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve the minutes for the September 18 & 19, 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 (via teleconference)

Nays: 0

2. 2023-708 Adopt Resolutions condemning the following properties as unclean and a menace to the health and safety of the community.

Attachments: PH 10 02 2023 Adopt Resolution to Condemn Memo
1. 1234 Beverly Hills Drive Condemnation Resolution
2. 1236 Beverly Hills Drive Condemnation Resolution
3. 122 Ellis Drive Condemnation Resolution

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt Resolutions (#2023-155-157) condemning the following properties as unclean and a menace to the health and safety of the community.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown (via teleconference)

Nays: 0

3. 2023-627 Approve or deny a request for preliminary plat approval for a major subdivision by Dennis Pierce, located on Methodist Boulevard in Lamar County. The proposed name of the subdivision is "Cottages at Turtle Creek: Phase IV", located in Lamar County, Ward 3. The Planning Commission recommended approval with conditions on September 6th, 2023 - tabled at the September 19th council meeting.

Attachments: Staff Summary - Cottages of Turtle Creek
Image Sheet - Cottages of Turtle Creek Subdivision
Cottages Phase IV Application
Cottages Phase IV Application Doc 3
Cottages Phase IV Application Doc 4
Cottages Phase IV Application Doc 2
Exhibit A-1 - Letters of opposition from neighborhood
MINUTES SEPTEMBER

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Take from the Table of a request for preliminary plat approval for a major subdivision by Dennis Pierce, located on Methodist Boulevard in Lamar County.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown (via teleconference)

Nays: 0

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Remand request for preliminary plat approval for a major subdivision by Dennis Pierce, back to the Planning Commission for road access issue on Hamlett Drive.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown (via teleconference)

Nays: 0

4. **2023-693** Approve or Deny a property division request by Gerry Grimshaw and Garry Williams for property located at 509 Ronie Street in an existing subdivision known as The Kamper and Whinnery Survey; in accordance with MS Code 17-1-23 (4).The request meets the Land Development Code and is Zoned R-1A, Single-Family Residential.

Attachments: Application
Survey
17-1-23

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve a property division request by Gerry Grimshaw and Garry Williams for property located at 509 Ronie Street in an existing subdivision known as The Kamper and Whinnery Survey.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown (via teleconference)

Nays: 0

5. **2023-660** 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 - Frontage Rd & Hwy 49 North-W 7th & East St

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado 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 (via teleconference)

Nays: 0

6. **2023-697** Approve Agreement with RJ Young Company to extend the lease period for the existing Canon IR C5550 copier (S/N 2JG03870) in the Engineering department at a monthly rate of $298.44 for an additional term of 48 months and authorize the Mayor to execute the agreement.

Attachments: RJ Young Agreement for City of Hattiesburg Engineering Dept

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Agreement with RJ Young Company to extend the lease period for the existing Canon IR C5550 copier (S/N 2JG03870) in the Engineering department at a monthly rate of $298.44 for an additional term of 48 months and authorize the Mayor to execute the agreement.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown (via teleconference)

Nays: 0

7. **2023-710** Approve Contract between the City of Hattiesburg and Pass Security, LLC to provide security services for various Parks and Recreation Programs and authorize the Mayor to execute the same.

Attachments: Post Orders_City of Hattiesburg
PASS_Legal.Complete File
FY24_Agreement_PassSecurityLLC10.1.23

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Contract between the City of Hattiesburg and Pass Security, LLC to provide security services for various Parks and

Recreation Programs 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 (via teleconference)

Nays: 0

8. 2023-720 Approve Agreement between the City of Hattiesburg and First Due for software services for the Hattiesburg Fire Department and authorize the Mayor to execute the same.

Attachments: 0533_001

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Agreement between the City of Hattiesburg and First Due for software services for the Hattiesburg Fire Department 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 (via teleconference)

Nays: 0

9. 2023-723 Approve Agreement between the City of Hattiesburg and Molly Maid for cleaning services at Highland Cemetery Office and authorize the Mayor to execute the same.

Attachments: CONTRACT AND AGREEMENT

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Agreement between the City of Hattiesburg and Molly Maid for cleaning services at Highland Cemetery Office 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 (via teleconference)

Nays: 0

10. 2023-721 Approve Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2023; authorize the Council President to execute the same.

Attachments: Engagement Letter for Signature

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Letter of Engagement with Topp McWhorter Harvey PLLC to audit the financial statements of the City of Hattiesburg for the fiscal year ending September 30, 2023; authorize the Council President 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 (via teleconference)

Nays: 0

11. 2023-724 Adopt a Resolution approving settlement of claim with Pineview Presbyterian Church as a doubtful and disputed claim.

Attachments: Pineview Presbyterian Church Resolution for City Council 10.3.23
PINEVIEW PRESBYTERIAN CHURCH-RELEASE FROM LIABILITY

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution (#2023-158) approving settlement of claim with Pineview Presbyterian Church as a doubtful and disputed

claim.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown (via teleconference)

Nays: 0

12. 2023-722 Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for the fiscal year ending September 30, 2023.

Attachments: 0534_001
Municipal Compliance Questionnaire - FYE 9/30/2023

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize the Mayor and City Clerk to execute certification to the Municipal Compliance Questionnaire for the fiscal year ending September 30, 2023.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown (via teleconference)

Nays: 0

13. **2023-692** Authorize submission of a grant application to Mississippi Department of Environmental Quality (MDEQ) for the Solid Waste Assistance Grant in the amount of $75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day;" and authorize the Mayor to execute the same in duplicate. The grant requires the city to provide $25,000.00 in matching funds for a total project cost of $100,000.

Attachments: 2023-2024 GRANT_1b
2023-2024 GRANT_2a-Revised
2024 MDEQ SWA Narrative & Budget Final

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize submission of a grant application to Mississippi Department of Environmental Quality (MDEQ) for the Solid Waste Assistance Grant in the amount of $75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day;" and authorize the Mayor to execute the same in duplicate. The grant requires the city to provide $25,000.00 in matching funds for a total project cost of $100,000.

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

Yeas: 5 - George, Delgado, Carroll, Ware and Brown (via teleconference)

Nays: 0

14. 2023-727 Adopt a Resolution declaring Forrest County PPIN 021836 necessary for public use and authorizing to condemn and authorizing the City Attorney or assignee to institute any and all proceedings necessary to acquire the same.

Attachments: RESOLUTION AND ORDER TO CONDEMN 205 McLeod Street

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution (#2023-159) declaring Forrest County PPIN 021836 necessary for public use and authorizing to condemn and authorizing the City Attorney or assignee to institute any and all proceedings necessary to acquire 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 (via teleconference)

Nays: 0

ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado 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 (via teleconference)

Nays: 0

1. 2023-695 Acknowledge and Accept the final plat for Hattiesburg Marketplace Subdivision.

   Attachments: Final plat for Marketplace subdivision
   Performance Bond

2. 2023-659 Acknowledge receipt of a Temporary Easement from Richard L. and Mozella P. Conville for 104 Cherokee Court for the purposes of constructing public improvements.

   Attachments: Richard & Mozella Conville Temporary Easement

3. 2023-696 Acknowledge receipt of the 2022-2023 End-of-Year Report for the University of Southern Mississippi Symphony & Opera Community & Educational Outreach Program.

   Attachments: 2023 CITY GRANT

4. 2023-691 Acknowledge receipt of the two-quote docket for the period of August 26, 2023 through September 22, 2023.

   Attachments: October 3, 2023

5. 2023-707 Acknowledge proofs of publication for the month of September 2023.

   Attachments: 0529_001

6. 2023-689 Acknowledge bids received on September 14th, 2023 for Term Bid Item #2 (Repair and Rehabilitation of City Streets) for the City of Hattiesburg and accept the bid of Warren Paving as the only bid received.

   Attachments: Warren Paving Item #2 Repair and Rehabilitation of Hattiesburg Streets

7. 2023-725 Approve specifications and authorize publication of advertisement for Timberton Softball Complex, FEMA DR 4295 PW44, upon concurrence with the Federal Emergency Management Agency for the City of Hattiesburg.

   Attachments: FINAL PLANS (TIMBERTON)

8. 2023-662 Approve and authorize issuance of manual checks for CDBG/HOME Program Claims per attached Memorandum. (CDBG Entitlement/HOME)

   Attachments: Starter Homes of MS_718 Woodland Ct_10032023
   Starter Homes of MS_106 Townsend St_10032023
   Starter Homes of MS_114 Cypress_10032023
   19 Annie Christie Drive Draw_10032023
   1 Continental Blvd Draw_10032023
   1792 James Street Draw_10032023
   Manual Check Memo 10032023

9. 2023-694 Approve claims docket for the period ending September 30, 2023.

   Attachments: DOCKET 23.09.30
   DT 23.09.30

In Memoriam:

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

- Mr. Raymond Edward Bryant
- Mrs. Acquanetta Lenoir
- Mrs. Karen Lee Miller
- Ms. Sheila Gwen Ware
- Ms. Sarah Alice White

Meeting Adjourn

Council President George declared **the meeting adjourned at 5:14 p.m., this 3rd day of October, 2023**, by unanimous consent, until the 16th day of October, 2023.

ATTEST:

Clerk of Council

APPROVE:

Council President

ATTEST AND CERTIFY:

City Clerk

APPROVE:

Mayor

****

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

March 6th, 2024

The Hattiesburg Planning Commission met in regular session on March 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. Carlos Wilson
5. Charles Dawe
6. Dick Conville

Members Absent:

1. Mike Pruitt
2. Lee Anne Venable (Online)
3. Jeff Keyseear (Online)
4. Michael Dickerson (Online)
5. Elayne Lockett

Staff Present:

1. Cory Long, Planning Manager
2. Jim Gladden, Esq.
3. Wiley Quinn, Director of Urban Development
4. Andrea Garcia, Planner I
5. Kevin Bates, Building Official
6. Christina Highsmith. Special Guest, City of Gulfport

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:01 p.m.

AGENDA REVIEW

There came the matter of the March 2024 Agenda. Vice Chair Pickett made a motion to accept the amended agenda, seconded by Commissioner Ray.

Motion:

Made by Vice Chair Pickett to accept the amended agenda

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Carlos Wilson	X		
Charles Dawe	X		
Dick Conville	X		

MINUTES REVIEW

For the public hearing on February 6th minutes, Commissioner Ray made a motion to approve the minutes and Commissioner Conville seconded this motion.

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Carlos Wilson	X		
Charles Dawe	X		
Dick Conville	X		

BUILDING REPORT

Mr. Kevin Bates, Building Official, presented the Building report for February 2024.

PLANNING REPORT

There came the matter of the Planning Report by Cory Long, Planning Manager. He stated that the Hattiesburg Market Place case was approved by City Council on March 5th and provided an update regarding the Broadway project. He also announced the resignation of Commissioner Jeff Keyseear and introduced the special guest present.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Dennis Pierce, Owner, requests approval for 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).

Discussion and Vote:

The Planning Staff reintroduced the case. Dennis Pierce, applicant, came to speak on behalf of the case. Mr. Jonathan Kiser came to speak in favor of the proposal and provided a summary of the traffic study performed in the subdivision, he stated that this area is a low-traffic generator. Additionally, Mr. Andrew Hatten spoke in favor, stating that Hamlet Drive would not be used for construction, but rather as an access road once future development has been completed. Mr. John Hurt and Mr. Rich Nuss came to speak in opposition to this case and expressed his safety concerns and loss of property value with the new subdivision. The public hearing portion of the meeting was closed by Chair Hinton. A discussion was held between the Commissioners and Staff. The applicant addressed some of the questions regarding easements, construction entrance, and enforcement. Then, Commissioner Conville made a motion to approve this request considering the following conditions:

1. **Plat Conditions, & Restrictions** – add to the plat the following notes:
   a) The common area(s) parcel's ad valorem tax value shall be assessed to each lot owner on a prorated basis as part of each lot owner's total assessment.
   b) The common area(s) of this subdivision shall be owned and maintained by the owner's, commercial owner's association, and/or by the property owner(s) of the lots. In the event any lot becomes subdivided into additional lots or individual site plans, said site plans conforming to the city's Land Development Code, each property owner shall own their pro rata share, by area percentage of their lot, of the common areas. Such maintenance shall be performed so as to ensure that the common area operates in accordance the City's Land Development Code and Property Maintenance Code. Such maintenance shall include, but not be limited to repair of structures, and maintenance of sign tenants, and maintenance of the property. The city shall have a "right of access" to use the drives, parking areas, and yards of this property to make inspections of the common areas to ensure that said maintenance has been properly performed. In the event that the property owner(s) have not properly performed maintenance on the facilities, to the extent that the facility(s) poses a threat to public health, safety, or welfare, the city shall retain the right to perform emergency repairs to the facility. The cost of any such repairs will remain the responsibility of the property owner(s) and may be added as a lien on

the next year's tax bill.

2. **Streets** - Street identifications and traffic control signs/markings shall be installed by the developer to City specifications.
3. **Utilities** - Unless otherwise specified, all utilities and services (electric, telephone, cable, etc.) are to be installed underground.
4. **Bonds** – Bonds, in a form satisfactory to the City Engineer and the City Attorney, will be required as follows:
   a) Performance bond – Acceptance of the plat before the street and infrastructure are completed will require a bond based on the developer's engineer's estimated cost of unfinished work, verified by the staff engineer, plus 10% until complete. Renewed annually and adjusted for inflation.
   b) Maintenance – Upon acceptance of the plat and the completion of streets and infrastructure a bond in the amount of 5% of the total cost of all work must be remitted to the city for the duration of 1 year.

Two additional conditions were added by Commissioner Conville:

1. Construction entrance for phase 4 to be off of Weathersby Road and
2. Require covenants for phase 4 that prohibit construction traffic in on Hamlet Drive.

Chair Hinton seconded this motion.

Presented by:

1. Dennis Pierce

Proponents:

1. None

Opponents:

1. John Hurt
2. Rich Nuss

Motion:

Made by Commissioner Conville to approve with conditions

Second:

Made by Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray			ABSTAINED
Rhoda Pickett, Vice Chair	X		
Carlos Wilson	X		
Charles Dawe	X		
Dick Conville	X		

OTHER BUSINESS

A discussion regarding the changes in the proposed By-laws was made. Commissioner Dawe made a motion to accept the By-Laws and Commissioner Wilson seconded the motion

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Carlos Wilson	X		
Charles Dawe	X		
Dick Conville	X		

Adjournment:

The meeting was adjourned at 2:34 p.m

Motion:

Made by Vice Chair Pickett

Second:

Made by Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rebekah Ray	X		
Rhoda Pickett, Vice Chair	X		
Carlos Wilson	X		
Charles Dawe	X		
Dick Conville	X		

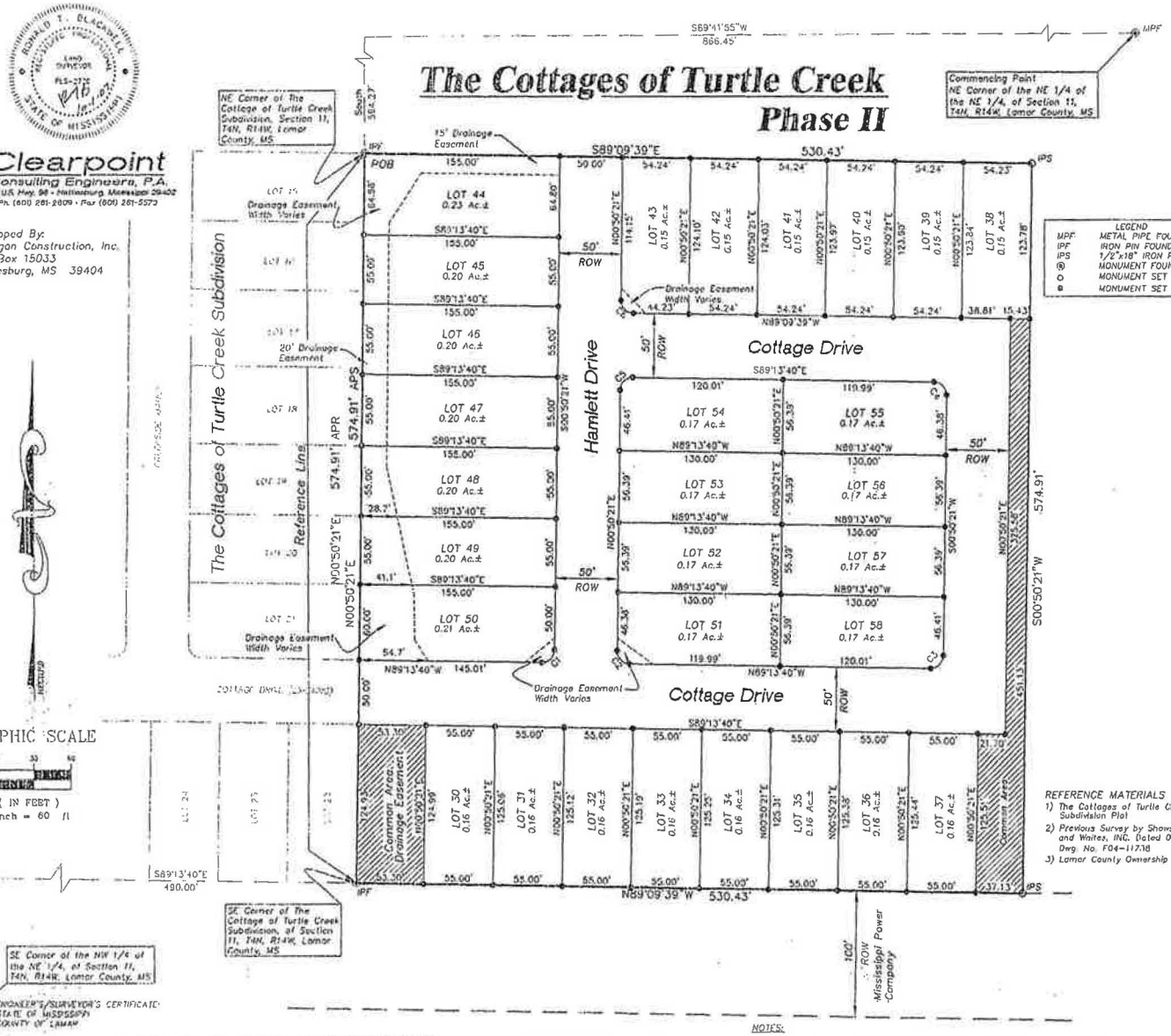
_____

Amy Hinton, Vice Chair

_____

Cory Long, AICP, Planning Division Manager

The Cottages of Turtle Creek
Phase II



Clearpoint
Consulting Engineers, P.A.
6632 U.S. Hwy. 98 • Hattiesburg, Mississippi 39402
Ph. (601) 261-2609 • Fax (601) 261-5573

Developed By:
Flanagan Construction, Inc.
P.O. Box 15033
Hattiesburg, MS 39404

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft

LEGEND

MPF	METAL PIPE FOUND
IPF	IRON PIN FOUND
IPS	1/2"x18" IRON PINS SET
®	MONUMENT FOUND
○	MONUMENT SET
●	MONUMENT SET

REFERENCE MATERIALS
1) The Cottages of Turtle Creek Subdivision Plat
2) Previous Survey by Shows, Dearman and Waites, INC. Dated 03/31/04 Dwg. No. F04-11738
3) Lamar County Ownership Map

ENGINEER'S/SURVEYOR'S CERTIFICATE
STATE OF MISSISSIPPI
COUNTY OF LAMAR

I, Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, do hereby certify that at the request of Craig Flanagan of Flanagan Construction Company, and Leslie McInnis Granberry, the Owners, I have subdivided and platted the following described land being situated in Section 11, Township 4 North, Range 14 West, City of Hattiesburg, Lamar County, Mississippi.

A parcel of land located in the NE ¼ of the NE ¼, of Section 11, Township 4 North, Range 14 West, Lamar County, Mississippi and being more particularly described as follows:
Commence at the NE Corner of said NE ¼ of the NE ¼; thence South 89 degrees 41 minutes 55 seconds West along the north line of said NE ¼ of the NE ¼ for 866.45 feet; thence SOUTH for 384.27 feet to the NE Corner of The Cottages of Turtle Creek Subdivision, as platted in the Lamar County Chancery Clerk's Office and the Point of Beginning, thence South 89 degrees 09 minutes 39 seconds East for 530.43 feet; thence South 00 degrees 50 minutes 21 seconds West for 574.91 feet to a point on the north line of a Mississippi Power Company Easement; thence North 89 degrees 09 minutes 39 seconds West along north line of said easement for 530.43 feet to the SE Corner of said The Cottages at Turtle Creek Subdivision; thence North 00 degrees 50 minutes 21 seconds East along the east boundary line of said The Cottages at Turtle Creek for 574.91 feet, back to the Point of Beginning. Said parcel contains 7.00 acres more or less.

Witness my signature on this, the 15th day of October, 2007.

Ronald T. Blackwell, LS# 2720

NOTES:
1. DATE OF FIELD SURVEY: PARENT PARCEL - 03/2006 SUBDIVISION PARCEL - 09/2007
2. SEWER TREATMENT BY BENT CREEK UTILITIES, LLC.
3. WATER SUPPLY BY WEST LAMAR WATER ASSOCIATION.
4. 1/2" x 18" IRON PINS SET AT ALL PROPERTY CORNERS UNLESS NOTED.
5. CLASS "B" SURVEY
6. 5.0' UTILITY AND DRAINAGE EASEMENTS FROM ALL LOT LINES UNLESS OTHERWISE NOTED.
7. NORTH ORIENTATION AND EXTERNAL BOUNDARIES BASED UPON PREVIOUS SURVEY OF SUBJECT PARCEL BY SHOWS, DEARMAN & WAITS, INC. DATED MARCH 31, 2004.
8. TOTAL ACREAGE OF THE COTTAGES OF TURTLE CREEK PHASE II = 7.00 ACRES, ±.
9. PROPERTY SHOWN IS LOCATED IN FLOOD ZONE "X", COMMUNITY PANEL NO. 2807JC0060 C , DATED APRIL 2, 1990.
10. CURRENT ZONING R-3.

Curve Table					
Curve	Length	Radius	Delta	Chord	Bearing
C1	15.70'	10.00'	89°55'58"	14.13'	S45°48'21"W
C2	15.72'	10.00'	90°04'01"	14.15'	N44°11'39"W
C3	15.70'	10.00'	89°55'59"	14.13'	S45°48'21"W
C4	15.72'	10.00'	90°04'01"	14.15'	S44°11'39"E
C5	15.70'	10.00'	89°55'59"	14.13'	N45°48'21"E
C6	15.72'	10.00'	90°04'01"	14.15'	N44°11'39"W

CERTIFICATE OF OWNERSHIP
STATE OF MISSISSIPPI
COUNTY OF LAMAR

We, Flanagan Construction Company and Leslie McInnis Granberry, the owners, do hereby certify that the aforementioned is the Owner of the land described in the foregoing Certificate of Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, and that I have caused the same to be subdivided and platted as shown hereon, and have designated the same as the Cottages of Turtle Creek, Phase 2. I do hereby dedicate the street rights-of-way, utilities, and easements as shown to public use forever.

Witness my Signature on this, the 4th day of October, 2007.

Craig Flanagan, President, Flanagan Construction Company
Leslie McInnis Granberry

CERTIFICATE OF ACKNOWLEDGMENT
STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned notary in and for the jurisdiction aforesaid, the within named Craig Flanagan, of Flanagan Construction Company and Leslie McInnis Granberry, the Owners, who acknowledged to me that he signed and delivered this plat and the Certificate thereon as his own act and deed for and in behalf of said Owner, after being authorized to do so.

Given under my hand and seal of office on this, the 4th day of October, 2007.

My commission expires: [illegible] NOTARY PUBLIC

Notary Public

CERTIFICATE OF ACKNOWLEDGEMENT
STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned notary in and for the jurisdiction aforesaid, the within named Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, who acknowledged to me that he executed the Certificate upon this plat on the day and year herein mentioned.

Given under my hand and seal of office on this, the 4th day of October, 2007.

NOTARY PUBLIC

My commission expires: BRANDON V. BARNEY, Mississippi Statewide Notary Public, My Commission Expires August 15, 2010

CITY APPROVAL AND ACCEPTANCE FORM
STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

Survey checked on this, the 20th day of November, 2007, by Ronald T. Blackwell, and approved by the City Engineer for the City of Hattiesburg on this, the 20th day of November, 2007.

City Engineer

This subdivision is herein approved and accepted, and all street rights-of-way, utilities and easements contained therein to be conveyed to the City of Hattiesburg are hereby accepted for the City of Hattiesburg on this, the 20th day of November, 2007.

City Clerk

Mayor

VERIFICATION
STATE OF MISSISSIPPI
COUNTY OF LAMAR
CITY OF HATTIESBURG

This is to certify that I, Ronald T. Blackwell, a Mississippi Registered Professional Engineer and Land Surveyor, as maker of the map of The Cottages of Turtle Creek, Phase 2, have compared this the original copy with the duplicate and the same is an exact copies of each other.

Ronald T. Blackwell

FILING AND RECORDATION
STATE OF MISSISSIPPI
COUNTY OF LAMAR CITY
OF HATTIESBURG

I, Wayne Smith, Clerk of the Chancery Court in and for said County and State, do hereby certify that the Final Plat of The Cottages of Turtle Creek, Phase 2, was filed for record in my office on this, the 29th day of Nov, 2007, and was duly recorded in Plat Book 3 Page 167 Slide 419 of the records and maps and plats of land in the Chancery Court of Lamar County, Mississippi.

Given under my hand and seal of office on this, the 29th day of Nov, 2007

Wayne Smith, C.C.
Chancery Clerk
by: Rose Travis, D.C.

Gladden Law Office, PLLC
117 North Main Street
Petal, Mississippi 39465

Phones:
601.450.3625
601.583.9898 (FAX)
866.754.0466 (E-Fax)

Mailing Address:
Post Office Box 1854
Hattiesburg, MS 39403
Email: gladdenlaw@megagate.com

~~April 12, 2017~~

Ms. Pattie Brantley, AICP
Director of Urban Development
City of Hattiesburg
City Hall
Hattiesburg, Mississippi 39401

Re:: Opinion on Ownership of Common Areas/Green Space
The Cottages of Turtle Creek, Phase II
The Cottages at Turtle Creek, Proposed Phase IV

Dear Pattie:

Your department and certain elected officials of the City of Hattiesburg have asked me to investigate and research the issue of ownership of common areas/green spaces in The Cottages of Turtle Creek, Phase II. In responding to this request, I have examined in detail the following items:

1. All related correspondence and emails on this matter;

2. The Hattiesburg Subdivision Regulations as contained in the City's Land Development Code ("LDC");

3. Plats of the various phases of The Cottages of Turtle Creek subdivision;

4. Deeds, assignments and other recorded documents related to the subject property;

5. All of the various "Declarations of Covenants, Conditions and Restrictions" for The Cottages of Turtle Creek, and all amendments to said declarations; and

6. Lamar County, Mississippi ad valorem tax records related to the subject property.

After thoroughly examining the above documents, I focused on specific items which related directly to the specific issue of the common areas/green spaces of The Cottages of Turtle Creek, Phase II. These specific documents are as follows:

01. "Declaration of Covenants, Conditions and Restrictions" for Cottages of Turtle

Creek, a subdivision, undated, but the signatures were acknowledged on January 01, 2006, and filed of record in Land Deed Book 18-D, at pages 8-27;

02. Plat of "Cottages of Turtle Creek Subdivision," recorded on March 19, 2004 in Plat Book 3 (Slide 318), at page 254;

03 Plat of "The Cottages of Turtle Creek, Phase II," recorded on November 29, 2007 in Plat Book 3 (Slide 413), at page 354;

04. Plat of "The Cottages of Turtle Creek, Phase III," recorded on June 21, 2011 in Plat Book 3 (Slide 472), at page 408;

05. An undated plat showing Phases I, II and III of "The Cottages of Turtle Creek," with an additional phase identified as "Proposed Cottages at Turtle Creek, Ph. IV";

06. "Declaration of Covenants, Conditions and Restrictions" for the Cottages of Turtle Creek, Lots 30-58, Phase II, a subdivision, dated September 27, 2010, and filed of record in Land Deed Book 21-J, at pages 243-271;

07. A letter dated August 04, 2011 from Charles E. Lawrence, Jr., the then City Attorney, to Mrs. Pattie Brantley, Director of Urban Development regarding "Site Plan for The Cottages, Phase IV";

08. A letter dated August 08, 2011 from Pattie Brantley to Dennis Pierce regarding "The Cottages at Turtle Creek, Phase IV; Proposed Preliminary Plat–Status";

09. An "Assignment of Rights and Reservations" from Flanagan Construction Company, LLC to Dennis Pierce, Inc., dated January 19, 2017, and filed of record in Land Deed Book 25-S, at pages 469-471; and

10. A letter dated February 13, 2017 from Rick D. Norton, attorney representing Dennis Pierce, Inc., to Mrs. Pattie Brantley and Mayor Johnny Dupree regarding "The Cottages at Turtle Creek Subdivision; Common Area/Green Space Dispute and Rights of Developer."

Based upon my analysis of the above documents, it my opinion that **those areas designated on the plat of "The Cottages of Turtle Creek, Phase II" as "Common Area" are owned by the Homeowners' Association of The Cottages at Turtle Creek.** For the developer, Dennis Pierce, Inc. ("DPI"), to develop the proposed Phase IV of the subdivision, it would have to have clear ownership of the "common area" shown on the eastern boundary of the Phase II in order to extend the proposed streets for the proposed Phase IV across the "common area" to connect with the existing Cottage Drive. It appears such ownership in the developer does not exist. The reasons for this opinion are as follows:

A. The original "Declaration of Covenants, Conditions and Restrictions" for lots 1-29 of the Cottages of Turtle Creek contains several references as to the ownership of the common areas of the subdivision. In Article I (e), "common area" is defined. This section states, in part, that this is ". . . all real property . . . owned by the Association for the common use and enjoyment of the Owners." This section further states the common area is "to be owned by the Association **at the time** of the conveyance of the first lot, . . ." and it "shall be all of the property less and except all platted and numbered lots and streets as shown on the sub-division plat of The Cottages of Turtle Creek, on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi." (emphasis added).

In Article II, Section 1, it is stated that "[e]very Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and **shall pass with the title to every Lot,** subject to the following provisions: (emphasis added)

"(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

"(d) [t]he right of the Association, . . ., to borrow money for the purpose of improving the Common Areas and community facilities . . ., and in aid thereof to mortgage any Common Areas and community facilities, ...

"(f) the right of the Association to adopt reasonable rates respecting use of the Common Areas and community facilities to reasonably limit the number of guest of members who may use any facilities on the Property;

"(g) the right of the Association, . . ., to grant licenses, rights-of-way and easements for access or for construction, . . ., to any municipal agency, public utility, **the Developers** or any other person, ... (emphasis added)

"(h) the right of the Association, . . ., to open the Common Areas and community facilities, or any portions thereof, to a wider group of persons, ..."

In Article IV, Section 10, it states, in part, "[t]he Association shall establish and maintain a reserve fund for replacement of the Common Area and community facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors."

In Article V, Section 1 (a), in addressing the powers, authorities and duties of the Board of Directors of the Association, states "[t]o provide for the care, up keep and surveillance of the Common Areas and community facilities and . . . ."

In Article XIV, Section 1, it states, in part, "[d]eclarant, his assigns and tenants shall also be

entitled to the non-exclusive use of any portion of the Common Area, **which comprises drives or walkways**, for the purpose of ingress and egress . . . ." (emphasis added). This section of the Declaration is noted for the purpose of showing that this right of the Declarant does not extend to other portions of the common area.

The "Declaration of Covenants, Conditions and Restrictions" for the Cottages of Turtle Creek, Lots 30-58, Phase II, are predominantly a replication of the original Declarations as discussed above. It contains the same language and sections. It is my opinion that the Declarations for Phases I and II clearly identify numerous indicia of ownership in fee in the Association.

B. An examination of the recorded plats for Phases I, II and III of The Cottages of Turtle Creek reveals the designated areas of the subdivision which are common areas and community facilities as defined and discussed in the Declarations covering those phases. Of particular note is the relationship of the three plats with respect to access to public streets. The Phase I plat shows Cottage Drive as dead-ending at the eastern boundary of this phase which demonstrates a likely intention that the subdivision could or would be extended in the future to the East. Further, this plat shows that Turtle Crossing and Creekside Manor dead-end at the northern boundary of Phase I, indicating, also, that these streets might in the future be extended to the North.

The plat of Phase II shows that Hamlett Drive dead-ends at the northern boundary of this phase. This is an indication of possible future extension of this street to the North. However, Cottage Drive loops around in a rectangular pattern which shows that on its eastern boundary there are no street dead-ends. Indeed, Cottage Drive is clearly shown as having no potential dead-end outlets for future extension to the East. Since plats are usually construed against the interest of the developer, in favor of the public and as a document which a purchaser of lot can rely upon, these two plats would strongly support the conclusions (1) that the common area on the eastern boundary of Phase II is owned by the Association and (2) that there was no intention of the Developer to extend the subdivision to the East.

C. With respect to the February 13, 2017 letter from Mr. Rick D. Norton, I am unable to find any definitive proof in the letter which supports the opinion "that DPI should be granted the building permit because it holds a contractual right to build the access road across the Common Areas and Green Space at issue." His opinion was based on (1) the plat of Phase II of the Cottages of Turtle Creek; (2) the Declaration of Covenants, Conditions and Restrictions for the Cottages of Turtle Creek for Lots 30-58, Phase II; and (3) an Assignment of Rights and Reservations filed of record in Land Deed Book 25-S, at page 469.

Please see my discussion of the appropriate plats of the subdivision in Section B of my letter as to the reasons why these plats do not support DPI's alleged ownership of the common areas and green space in Phase II. Rather the plats demonstrate rather clearly that if the developer intended to extend the subdivision to the East, then it should not have provided for a common area on the eastern boundary of Phase II, and, instead, provided for Cottage Drive to have dead-ended at the eastern

boundary of Phase II. This would have made it clear to the Association and to purchasers of lots in the subdivision that there would likely be future development to the East. This was not done.

The original Declarations for Phases I and II of the Cottages of Turtle were subsequently amended by more than ninety percent of the lot owners of these two phases on November 10, 2011; February 23, 2012; and November 13,, 2013. Contained in Article XV of the second amendment to Declarations for Phases I and II is the following language:

> All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendments #1 and Amendment #2.

It is obvious the intentions of more than ninety percent of the lot owners in these two phases was to terminate and void the original Declarations for Phases I and II. It is my opinion that their actions with the amendments are proper and, therefore, the original Declarations are terminated and void. However, there are aspects of Section 1 of Article XIV of the original Declarations that may survive Amendment #1 and Amendment #2 to these Declarations.

The Assignment of Rights and Reservations dated January 19, 2017 is a perplexing document in that it purportedly assigns "rights and reservations" in only the Declaration for Phase II of the Cottages of Turtle Creek. An assignment was made on a Declaration that had been properly terminated and voided almost five years earlier by more than ninety percent of the lot owners in Phases I and II of the subdivision. I can only conclude that if some part of the original Declaration for Phase II survived that termination, then it would still exist today. Given that one condition, it is still my opinion that the letter of Mr. Norton provides no definitive proof of ownership to the common area on the eastern boundary of Phase II in the Developer (DPI).

D. As part of my investigation of this matter, I reviewed information on the Lamar County, Mississippi ad valorem taxes for the platted lots in the Cottages of Turtle Creek subdivision. This information revealed that the common areas shown on the plats of Phases I and II of said subdivision are listed by the Lamar County Tax Assessor's office as being owned the Homeowners' Association.

Without definitive proof of ownership of the common area on the eastern boundary of Phase II in the Developer (DPI), I do not see how the City of Hattiesburg can process the application for the proposed Phase IV. It would require a conveyance of said property, or portion of it, by the Association to DPI which would allow DPI to construct extensions of Cottage Drive East into the proposed Phase IV.

If you have any questions about the draft Code, feel free to call or email me.

GLADDEN LAW OFFICE, PLLC

James W. Gladden, Jr.

James W. Gladden, Jr.

JWG,Jr/pcg
cc: Mayor Johnny Dupree
Carter Carroll, President of Council
Annie Amos

KISER
TRAFFIC AND
ENGINEERING

Kiser Traffic and Engineering, LLC
P.O. Box 2441
Madison, MS 39130
601.720.0262

March 4, 2024

Mr. Dennis Pierce
Dennis Pierce, Inc.
23 Liberty Place
Hattiesburg, MS 39402

Re: Traffic Analysis for the Proposed Phase IV residential development in Hattiesburg, MS

Dear Mr. Pierce:

Per your request, Kiser Traffic and Engineering has conducted an analysis of the proposed residential development in Hattiesburg, MS, north of Methodist Blvd and east of Weathersby Road. This letter is intended to provide traffic analysis information regarding the development of Phase IV of the residential single family homes. Development of the project site is planned to include 52 single family homes. Access to the site is proposed to include one new access roadway extending west to intersect Weathersby Road ±2,000 ft north of Methodist Blvd, and internal connections to Cottage Drive and Hamlet Drive to access Methodist Blvd. The location of the project site is shown in **Figure 1-Vicinity Map**. The project site plan is provided in **Figure 2-Site Plan**. The graphics referenced in this letter are provided as attachments.

Existing Conditions

A field inventory of the project site was conducted to document the existing conditions of the site and traffic control within the project limits. All of the roadways within the study area are classified as local roads within the FHWA Functional Classification System.

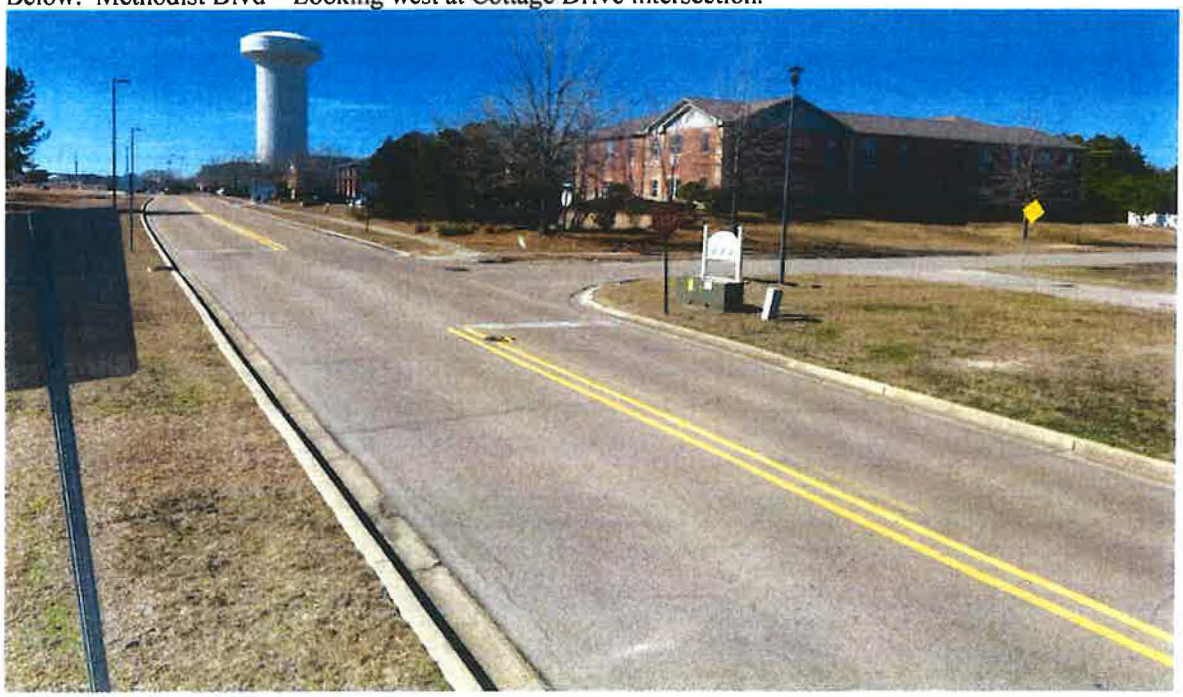
The cross section of Methodist Blvd is 2 lanes with 26 ft of asphalt and 2 ft curb/gutter on the north and south sides of the roadway and street lighting. A 4 ft sidewalk extends west of Cottage Drive, along the north side of Methodist Blvd, offset by ±6 ft behind the curb. The posted speed limit is 20 mph on Methodist Blvd. There is a sidewalk ramp in the northwest quadrant of the intersection of Methodist Blvd with Cottage Drive. The sidewalk ramp has been damaged and is broken and has no truncated domes. The intersection is an All-Way Stop controlled intersection, however, the "All-Way" plaques are not provided below the Stop signs. The Stop line for southbound traffic at the Cottage Drive intersection with Methodist Blvd appears to have faded and is recommended to be restriped. Per the MUTCD, Stop lines should be 12"-24" in width. Cottage Drive extends north of Methodist Blvd with 23 ft of asphalt and 2 ft roll curb on each side. Cottage Drive provides access to *The Cottages of Turtle Creek* subdivision.



Right: Looking east on Methodist Blvd at Cottage Drive.



Above: Cottage Drive – Looking north from Methodist Blvd. Broken sidewalk ramp on left, and 3" Stop line.
Below: Methodist Blvd – Looking west at Cottage Drive intersection.



Weathersby Road is a 5-lane roadway extending north of US Hwy 98. The cross section includes 60 ft of asphalt with 2.5 ft curb/gutter on each side. The cross section narrows from 5 lanes to 2 lanes north of Methodist Blvd. The intersection of Weathersby Road with Methodist Blvd is a signalized intersection that also includes the north/ south approaches of the Turtle Creek Mall Road. The posted speed limit on Weathersby Road is 35 mph in the vicinity of the project site.



Above: Looking north on Weathersby Road at N. Mall Entrance/transition to 2-lanes.
Below: Looking south on Weathersby Road at Methodist Blvd signalized intersection.





Above: Looking north on Weathersby Road toward Methodist Blvd signal.
Below: Looking west on Methodist Blvd at Weathersby Road/Turtle Creek Mall signal.



The traffic signal has 5 approaches. The signal phases include: Westbound Methodist Blvd, North/South protected left turns from Weathersby, North/South thrus w/ permissive left turns from Weathersby, southbound Turtle Creek Mall road lefts and thrus, northbound Turtle Creek Mall road thrus and rights.



Above: Looking north on Turtle Creek Mall Road at Weathersby/Methodist Blvd intersection (on right).
Below: Looking south on Turtle Creek Mall Road at Weathersby/Methodist Blvd intersection (on left).



A 12 hour turning movement traffic count was conducted at the Cottage Drive/Methodist Blvd intersection and at Weathersby/N. Mall Drive on 1/30/24. A peak hour count was conducted at Weathersby/Methodist Blvd/Turtle Creek Mall Drive from 7-9 AM and 4-6 PM. The 2024 existing peak hour traffic volumes adjacent to the site are shown in **Figure 3**. The Weathersby signalized intersection has 5 approaches, thus making the movements/signal phasing more complex.

Trip Generation/Assignment

The trip generation characteristics of the proposed single family homes were calculated using the Institute of Transportation Engineers (ITE), Trip Generation, 11th Edition. The results of the trip generation calculations are shown in **Table 1.**

Table 1 - Trip Generation

Land Use	Intensity	Daily Trips	AM Peak Hour			PM Peak Hour		
			Total	In	Out	Total	In	Out
Single Family Homes	52 D.U.	553	41	11	30	54	34	20

Daily Traffic Generation
Single Family Homes [ITE 210] = Ln(T) = 0.92*Ln(# D.U.)+2.68
AM Peak Hour Traffic Generation
Single Family Homes [ITE 210] = Ln(T) = 0.91*Ln(#D.U.)+0.12; (26%in/74%out)
PM Peak Hour Traffic Generation
Single Family Homes [ITE 210] = Ln(T) = 0.94*Ln(#D.U.)+0.27 ; (63%in/37%out)

Source: Kiser Traffic and Engineering, LLC. ITE Trip Generation, 11th Edition.

The MDOT Access Management Manual lists 100 peak hour trips as the threshold for requiring a traffic study. The site traffic was assigned to the adjacent roadway network based on the demographic distribution of surrounding area and the existing and future roadway network. The site generated traffic volumes are shown in **Figure 4.**

The buildout of the project site is planned to be completed in 2025. To forecast traffic to the opening year (2025), the census data for City of Hattiesburg and Lamar County were researched to compare the population changes since 1990. The historical population changes are listed in **Table 2.**

Table 2 - Historical Population Changes

Location	Population by Year				1990-2020 Percent Change	2010-2020 Compound Annual Growth
	1990	2000	2010	2020		
Lamar County	30,424	40,211	56,109	64,165	111%	1.4%
Hattiesburg	45,221	45,246	45,782	47,275	5%	0.3%

Source: US Census.gov, Kiser Traffic and Engineering, 2024.

Lamar County shows significant growth from 1990 to 2020, but a lower population growth (1.4% annually) in the last 10 years. Traffic volume trends were researched on US Highway 98 through MDOT daily traffic volume records. The MDOT historical count information east and west of the project site was obtained. The daily volume information from the count sites is summarized in **Table 3.**

Table 3 – Historical Daily Traffic Volumes by Year

Roadway	Count Year				
	2017	2018	2019	2021	2022
Hardy St – E of Weathersby	51,000	52,000	52,000	53,000	52,000
Hardy St – W of Weathersby	39,000	38,000	38,000	36,000	36,000

Source: MDOT 2024. Count location #370133 & #370130. Kiser Traffic and Engineering, 2024.

Based on MDOT's traffic records, the daily traffic volumes on US Highway 98 east and west of the site have either decreased or remained unchanged between 2021 and 2022. Existing traffic (2024 non-site) was increased by 2% annually to account for background growth in the area. The projected 2025 Total Traffic is shown in **Figure 5.** The intersection volume calculations are provided as an attachment to this letter/report.

Traffic Impacts

The intersection delays were evaluated using the information provided in the Highway Capacity Manual to evaluate the levels-of-service (LOS) for the study intersections. The LOS analysis included the existing (Year 2024) and future traffic (2025-Total traffic at buildout). The intersections identified in this analysis include the adjacent unsignalized intersections of Cottage Drive/Methodist Blvd, North Mall Drive/Weathersby Road, and the proposed site driveway on Weathersby Road – north of the North Mall driveway. The analysis also included the signalized intersection of Weathersby Road/Methodist Blvd/Turtle Creek Drive. The capacity analysis sheets are provided as an attachment to this letter/report. The capacity analysis results are summarized in **Tables 4** and **5.**

Table 4-Year 2024 Existing Traffic - Capacity Analysis Summary

Signalized Intersection	Time Period	Approach LOS				Intersection LOS
		EB	WB	NB	SB	
Weathersby Rd/ Methodist Blvd	AM Peak	D	C	A	A	A-8.3 sec
	PM Peak	C	C	A	A	B-16.0 sec
All-Way Stop Intersection	**Time Period**	**Approach LOS**				**Intersection LOS**
		EB	**WB**	**NB**	**SB**	
Cottage Drive/ Methodist Blvd	AM Peak	A	A	-	A	A-7.5 sec
	PM Peak	A	A	-	A	A-7.6 sec

Unsignalized Intersections	Time Period	Critical Movement Level of Service											
		Eastbound			Westbound			Northbound			Southbound		
		Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt
Weathersby Rd/ N. Mall Driveway	AM Peak	B	-	B	-	-	-	A	-	-	-	-	A
	PM Peak	B	-	B	-	-	-	A	-	-	-	-	A

Source: Kiser Traffic and Engineering, 2024, HCM 6th Edition.

Table 5- Year 2025 Total Traffic - Capacity Analysis Summary

Signalized Intersection	Time Period	Approach LOS				Intersection LOS
		EB	WB	NB	SB	
Weathersby Rd/ Methodist Blvd	AM Peak	D	C	A	A	A-8.3 sec
	PM Peak	C	C	A	A	B-15.7 sec
All-Way Stop Intersection	**Time Period**	**Approach LOS**				**Intersection LOS**
		EB	**WB**	**NB**	**SB**	
Cottage Drive/ Methodist Blvd	AM Peak	A	A	-	A	A-7.5 sec
	PM Peak	A	A	-	A	A-7.6 sec

Unsignalized Intersections	Time Period	Critical Movement Level of Service											
		Eastbound			Westbound			Northbound			Southbound		
		Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt	Lt	Th	Rt
Weathersby Rd/ New Site Drive	AM Peak	-	-	-	B	-	B	-	-	A	A	-	-
	PM Peak	-	-	-	B	-	B	-	-	A	A	-	-
Weathersby Rd/ N. Mall Driveway	AM Peak	B	-	B	-	-	-	A	-	-	-	-	A
	PM Peak	B	-	B	-	-	-	A	-	-	-	-	A

Source: Kiser Traffic and Engineering, 2024.

The capacity analysis reveals that the proposed site driveway and adjacent intersections are forecast to operate at acceptable levels with the development of the project site. The existing (2024) traffic volumes and 2025 total traffic volumes are shown to operate with minimal delays in both the AM and PM peak hours. The capacity analysis sheets are provided as attachments to this letter.

Residential Street Impacts

The traffic volume impacts to Hamlet Drive were evaluated. On residential streets that have direct driveways in residential neighborhoods, these streets typically have 1,000 vehicles per day or less in neighborhood design. As volumes exceed 1,000 vehicles per day, having a direct driveway is not as easy to back in/out of, and the roadway serves more as a Collector street than a Residential street. The 12 hour total traffic volume on Cottage Drive was 279 vehicles from 6 AM to 6 PM. With 75% of daily traffic typically occurring within this 12 hour period, this would equate to 372 vehicles per day on Cottage Drive at Methodist Blvd – existing. With 20% of the project site traffic anticipated to use Cottage Drive, this is calculated to add 111 vehicles per day to this southern access, totaling 483 vehicles per day. Even if 100% of the traffic used Cottage Drive, this would total 925 vehicles per day, based on the Trip Generation formulas, and still be below the 1000 vehicles per day desired volume.

With the 90 degree intersections at Hamlet Drive/Cottage Drive and in Cottage Drive west of Turtle Crossing, and the proposed "Stop" control for north/south traffic on the extension of Hamlet Drive to the north, these curves and traffic control reduce the speed potential for vehicles in the Cottages subdivision, which contributes to the residential character of these internal residential streets.

Recommendations

No major street capacity related issues are anticipated with the development of the project site with 52 single family homes based on the traffic counts and calculated site trip generation of the proposed development. The existing intersection of Cottage Drive/Methodist Blvd is recommended to add the "All Way" plaques to the existing R1-1 "Stop" Signs at the intersection, along with restriping the Stop Line for the southbound approach to meet minimum width standards (12"-24"), and the broken sidewalk ramp repaired with the addition of truncated domes. If you have any questions or comments regarding this analysis, please call me at (601) 720-0262.

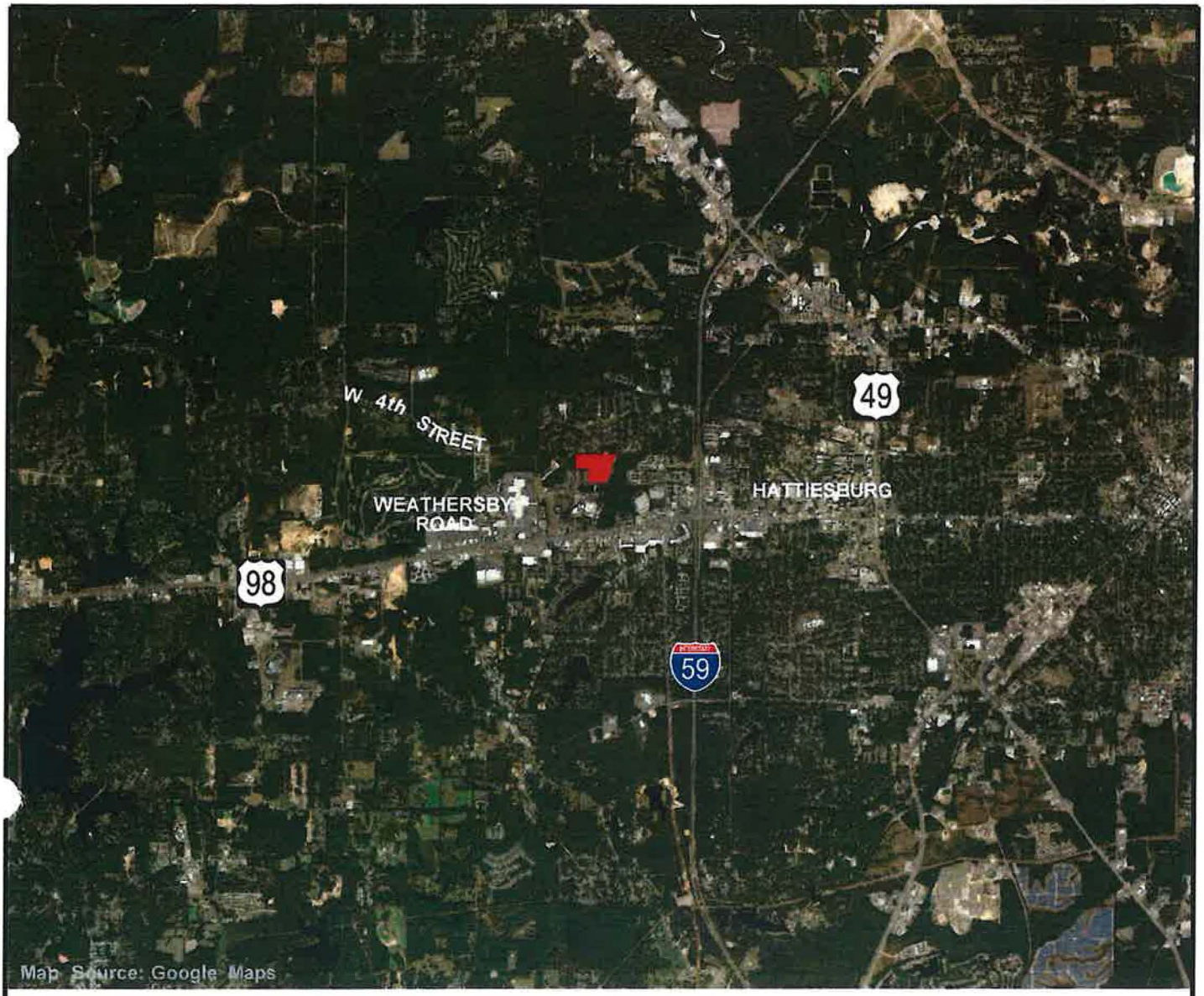
Sincerely,

Kiser Traffic and Engineering, LLC

Jonathan A. Kiser, P.E., PTOE, PTP
Professional Traffic Engineer &
Transportation Planner

Attachments: Figure 1 – Vicinity Map
Figure 2 – Site Plan
Figure 3 – Year 2024 Existing Traffic
Figure 4 – Site Traffic Assignment
Figure 5 – Year 2025 Total Traffic

Volume Calculation Sheets		A1-4
Traffic count –	Methodist Blvd/Cottage Drive	A5-10
	Weathersby Rd/N. Mall Drive	A11-16
	Methodist Blvd/Weathersby Rd/Turtle Crk Dr	A17-19
HCS Capacity Analysis Sheets		A20-33
	2024 Existing AM/PM	A20-25
	2025 Total Traffic AM/PM	A26-33





LAMAR COUNTY

PROJECT SITE

N.T.S.

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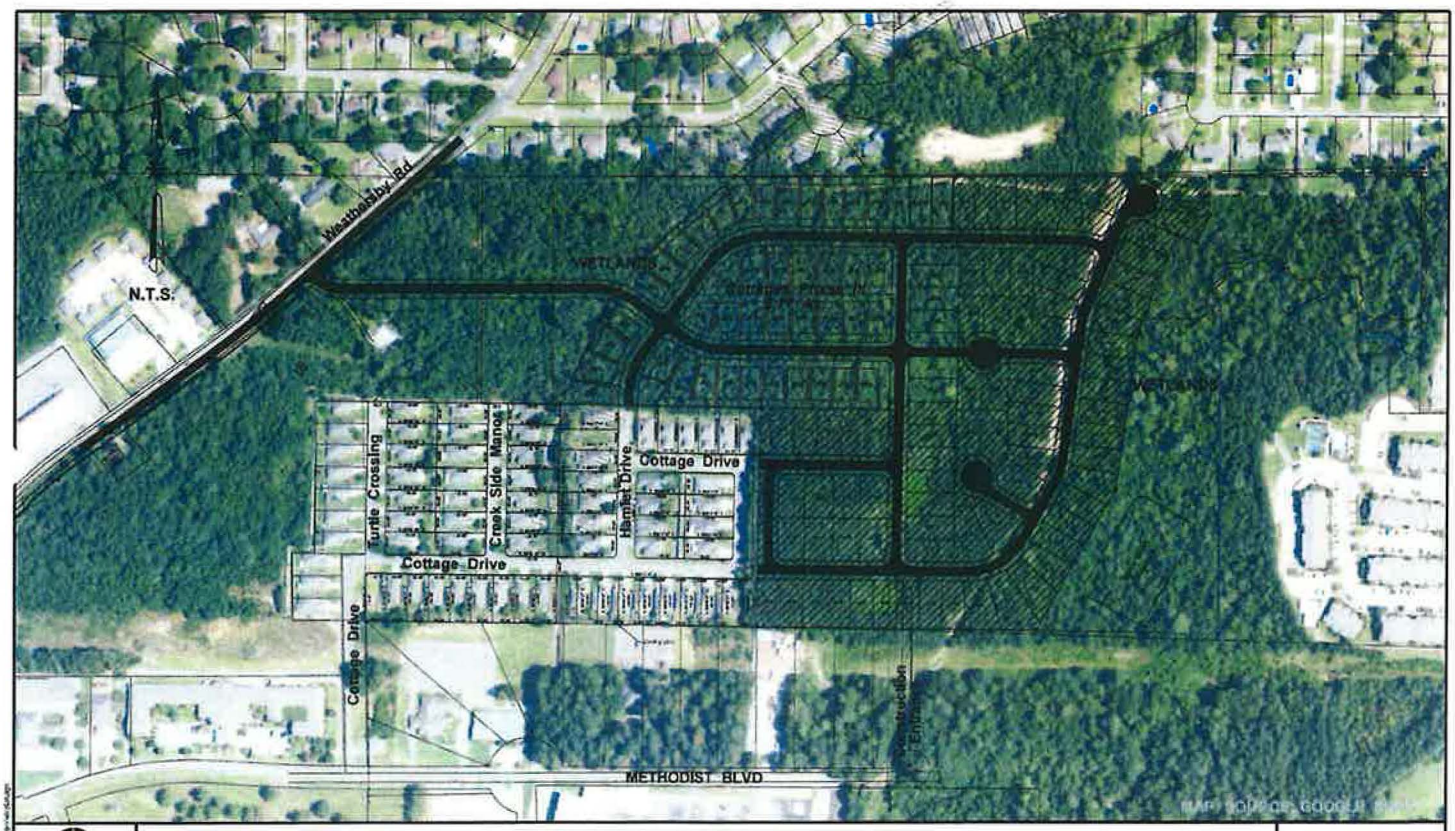
KISER TRAFFIC AND ENGINEERING

VICINITY MAP

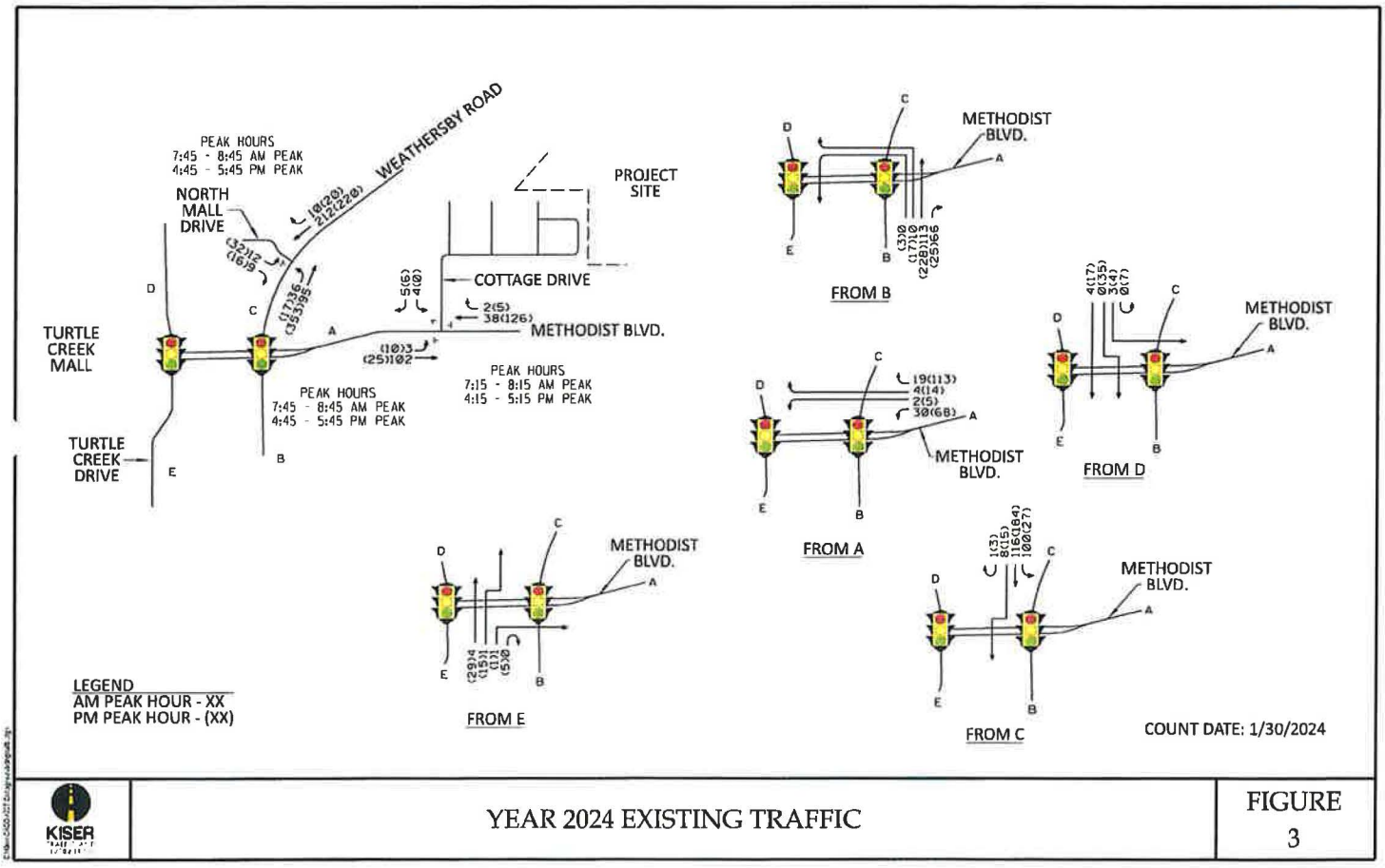
FIGURE 1



KISER

SITE PLAN

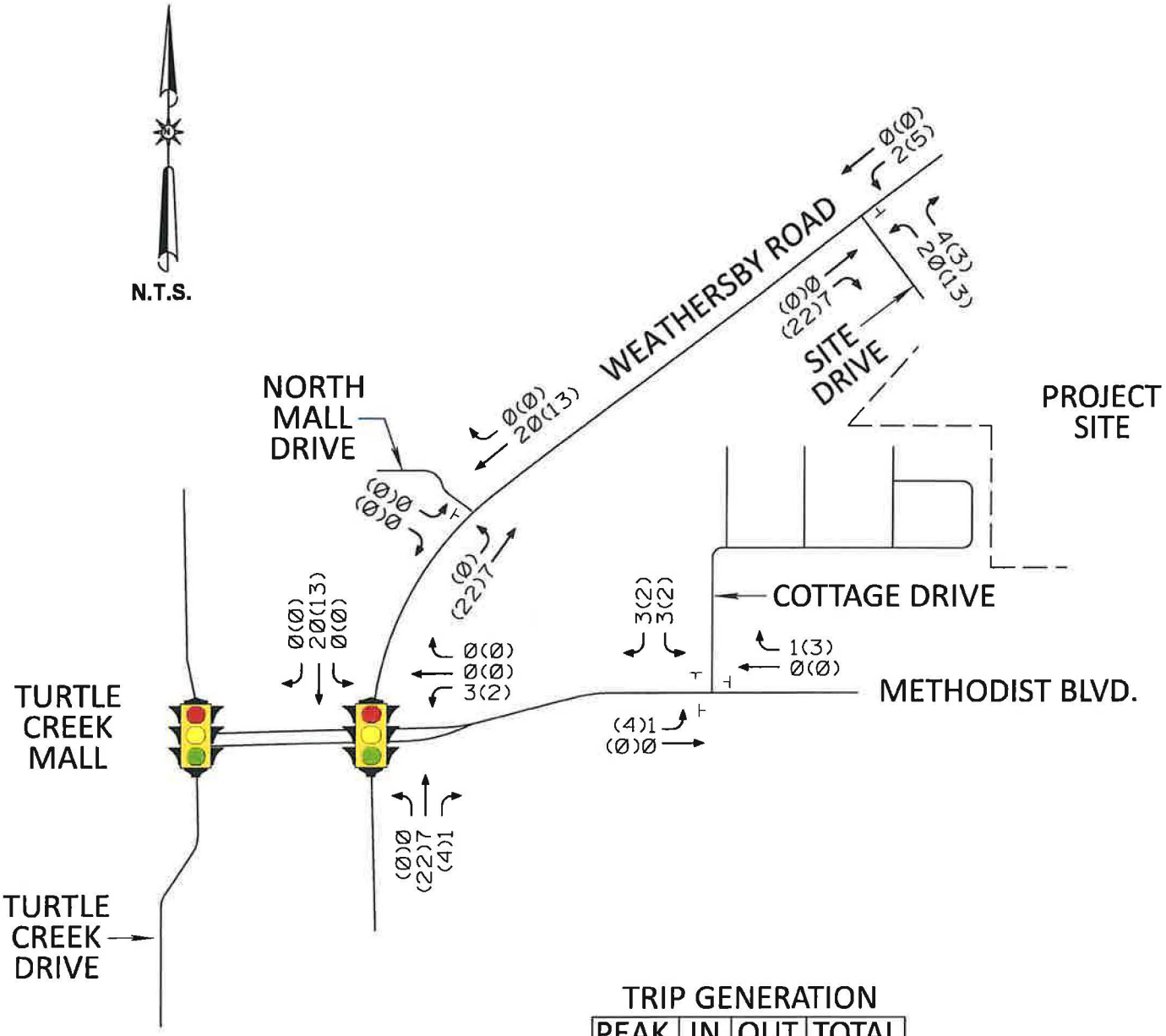
FIGURE 2



KISER

YEAR 2024 EXISTING TRAFFIC

FIGURE 3



TRIP GENERATION

PEAK	IN	OUT	TOTAL
AM	11	30	41
PM	34	20	54

KISER TRAFFIC AND ENGINEERING

SITE TRAFFIC ASSIGNMENT

FIGURE 4

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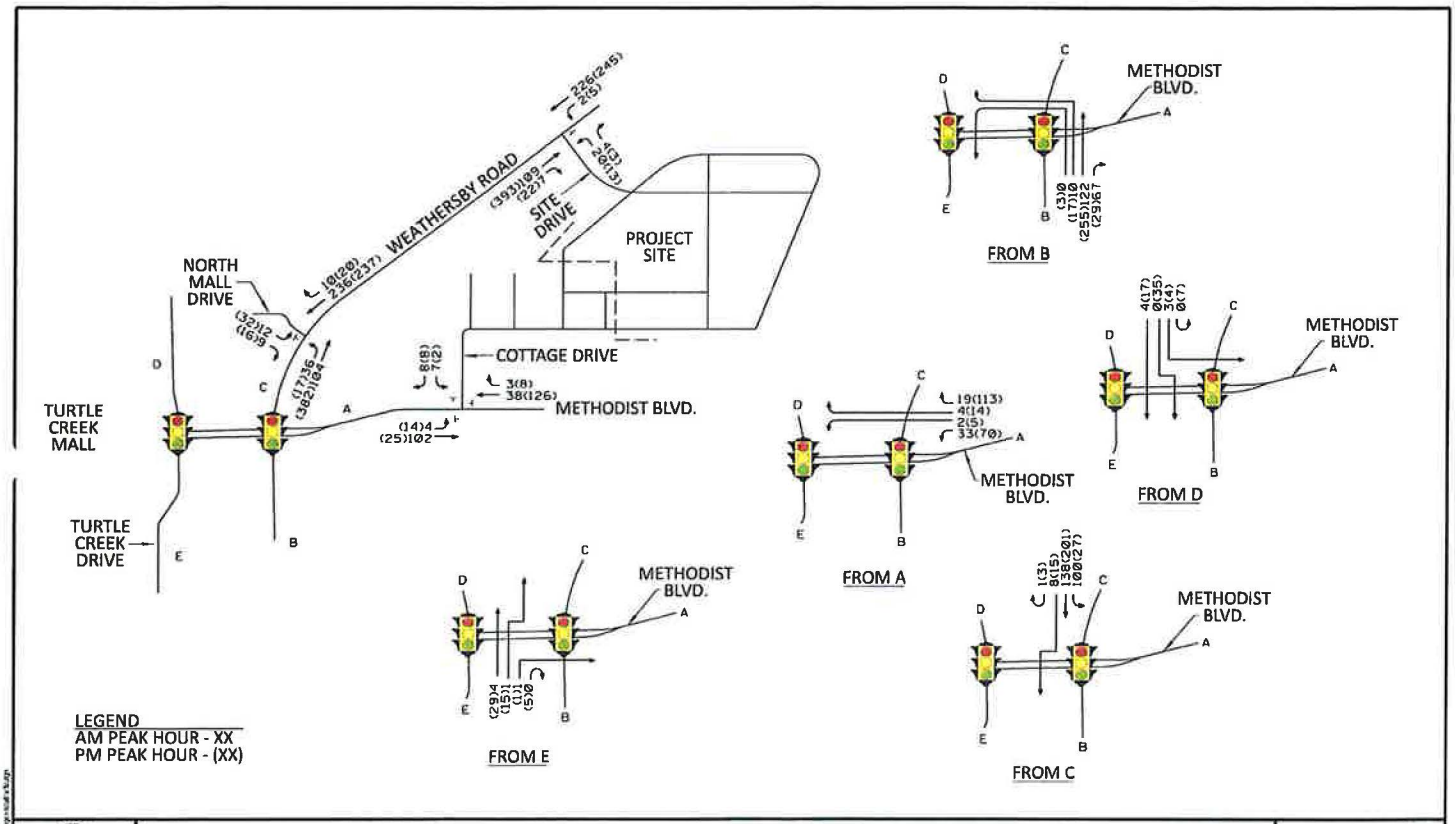

KISER

YEAR 2025 TOTAL TRAFFIC

FIGURE 5

Cottage Drive/Methodist Blvd

Seasonal Adjustment Factor	1
Annual Growth Factor	2.0%
Base Year	2024
Horizon Year 1	2025

Start Time	Northbound			Southbound			Eastbound			Westbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
AM Peak Hour													
2024 Existing Traffic	0	0	0	4	0	5	3	102	0	0	38	2	154
2025 Non-Site Traffic	0	0	0	4	0	5	3	102	0	0	38	2	154
Site Traffic	0	0	0	3	0	3	1	0	0	0	0	1	8
2025 Total Traffic	0	0	0	7	0	8	4	102	0	0	38	3	162
PM Peak Hour													
2024 Existing Traffic	0	0	0	0	0	6	10	25	0	0	126	5	172
2025 Non-Site Traffic	0	0	0	0	0	6	10	25	0	0	126	5	172
Site Traffic	0	0	0	2	0	2	4	0	0	0	0	3	11
2025 Total Traffic	0	0	0	2	0	8	14	25	0	0	126	8	183

Source: Kiser Traffic and Engineering, 2024. Count Date 1/30/2024.

Methodist Blvd/Weathersby Rd

Seasonal Adjustment Factor	1
Annual Growth Factor	2.0%
Base Year	2024
Horizon Year 1	2025

Start Time	Northbound			Southbound			Eastbound			Westbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
AM Peak Hour													
2024 Existing Traffic	10	113	66	100	116	9	1	4	0	30	6	19	474
2025 Non-Site Traffic	10	115	66	100	118	9	1	4	0	30	6	19	478
Site Traffic	0	7	1	0	20	0	0	0	0	3	0	0	31
2025 Total Traffic	10	122	67	100	138	9	1	4	0	33	6	19	509
PM Peak Hour													
2024 Existing Traffic	20	228	25	27	184	18	22	5	40	68	19	113	769
2025 Non-Site Traffic	20	233	25	27	188	18	22	5	40	68	19	113	778
Site Traffic	0	22	4	0	13	0	0	0	0	2	0	0	41
2025 Total Traffic	20	255	29	27	201	18	22	5	40	70	19	113	819

Source: Kiser Traffic and Engineering, 2024. Count Date 1/30/2024.

Weathersby Rd/N. Mall Access

Seasonal Adjustment Factor	1
Annual Growth Factor	2.0%
Base Year	2024
Horizon Year 1	2025

Start Time	Northbound			Southbound			Eastbound			Westbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
AM Peak Hour													
2024 Existing Traffic	36	95	0	0	212	10	12	0	9	0	0	0	374
2025 Non-Site Traffic	36	97	0	0	216	10	12	0	9	0	0	0	380
Site Traffic	0	7	0	0	20	0	0	0	0	0	0	0	27
2025 Total Traffic	36	104	0	0	236	10	12	0	9	0	0	0	407
PM Peak Hour													
2024 Existing Traffic	17	353	0	0	220	20	32	0	16	0	0	0	658
2025 Non-Site Traffic	17	360	0	0	224	20	32	0	16	0	0	0	669
Site Traffic	0	22	0	0	13	0	0	0	0	0	0	0	35
2025 Total Traffic	17	382	0	0	237	20	32	0	16	0	0	0	704

Source: Kiser Traffic and Engineering, 2024. Count Date 1/30/2024.

Weathersby Rd/New Site Drive

Seasonal Adjustment Factor	1
Annual Growth Factor	2.0%
Base Year	2024
Horizon Year 1	2025

Start Time	Northbound			Southbound			Eastbound			Westbound			Total
	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	Left	Thru	Right	
AM Peak Hour													
2024 Existing Traffic	0	107	0		222								329
2025 Non-Site Traffic	0	109	0	0	226	0	0	0	0	0	0	0	335
Site Traffic	0	0	7	2	0	0	0	0	0	20	0	4	33
2025 Total Traffic	0	109	7	2	226	0	0	0	0	20	0	4	368
PM Peak Hour													
2024 Existing Traffic	0	385	0		240								625
2025 Non-Site Traffic	0	393	0	0	245	0	0	0	0	0	0	0	638
Site Traffic	0	0	22	5	0	0	0	0	0	13	0	3	43
2025 Total Traffic	0	393	22	5	245	0	0	0	0	13	0	3	681

Source: Kiser Traffic and Engineering, 2024. Count Date 1/30/2024.

Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
Weather: Clear/Dry

File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 1

Groups Printed- Autos - Heavy Veh

	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
06:00 AM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	8	8
06:15 AM	1	0	0	0	1	0	3	0	0	3	0	0	0	0	0	0	10	0	0	10	14
06:30 AM	1	0	1	0	2	0	5	1	0	6	0	0	0	0	0	1	20	0	0	21	29
06:45 AM	2	0	1	0	3	0	3	0	0	3	0	0	0	0	0	2	18	0	0	20	26
Total	4	0	2	0	6	0	11	1	0	12	0	0	0	0	0	3	56	0	0	59	77
07:00 AM	0	0	0	0	0	0	9	1	0	10	0	0	0	0	0	0	21	0	0	21	31
07:15 AM	0	0	1	0	1	0	12	1	0	13	0	0	0	0	0	2	24	0	0	26	40
07:30 AM	2	0	2	0	4	0	12	0	0	12	0	0	0	0	0	0	24	0	0	24	40
07:45 AM	1	0	1	0	2	0	6	0	0	6	0	0	0	0	0	0	34	0	0	34	42
Total	3	0	4	0	7	0	39	2	0	41	0	0	0	0	0	2	103	0	0	105	153
08:00 AM	1	0	1	0	2	0	8	1	0	9	0	0	0	0	0	1	20	0	0	21	32
08:15 AM	1	0	0	0	1	0	10	1	0	11	0	0	0	0	0	0	21	0	0	21	33
08:30 AM	0	0	3	0	3	0	13	0	0	13	0	0	0	0	0	1	17	0	0	18	34
08:45 AM	2	0	1	0	3	0	5	1	0	6	0	0	0	0	0	0	16	0	0	16	25
Total	4	0	5	0	9	0	36	3	0	39	0	0	0	0	0	2	74	0	0	76	124
09:00 AM	0	0	3	0	3	0	11	0	0	11	0	0	0	0	0	2	13	0	0	15	29
09:15 AM	1	0	4	0	5	0	11	2	0	13	0	0	0	0	0	1	14	0	0	15	33
09:30 AM	2	0	1	0	3	0	12	3	0	15	0	0	0	0	0	2	14	0	0	16	34
09:45 AM	0	0	4	0	4	0	11	1	0	12	0	0	0	0	0	3	9	0	0	12	28
Total	3	0	12	0	15	0	45	6	0	51	0	0	0	0	0	8	50	0	0	58	124
10:00 AM	0	0	2	0	2	0	5	0	0	5	0	0	0	0	0	1	12	0	0	13	20
10:15 AM	0	0	1	0	1	0	19	2	0	21	0	0	0	0	0	1	14	0	0	15	37
10:30 AM	0	0	3	0	3	0	12	0	0	12	0	0	0	0	0	2	17	0	0	19	34
10:45 AM	0	0	4	0	4	0	16	1	0	17	0	0	0	0	0	5	13	0	0	18	39
Total	0	0	10	0	10	0	52	3	0	55	0	0	0	0	0	9	56	0	0	65	130
11:00 AM	0	0	5	0	5	0	15	0	0	15	0	0	0	0	0	3	12	0	0	15	35
11:15 AM	0	0	4	0	4	0	18	1	0	19	0	0	0	0	0	3	5	0	0	8	31
11:30 AM	0	0	2	0	2	0	9	0	0	9	0	0	0	0	0	2	10	0	0	12	23
11:45 AM	0	0	2	0	2	0	23	1	0	24	0	0	0	0	0	2	15	0	0	17	43
Total	0	0	13	0	13	0	65	2	0	67	0	0	0	0	0	10	42	0	0	52	132
12:00 PM	1	0	2	0	3	0	22	1	0	23	0	0	0	0	0	0	11	0	0	11	37
12:15 PM	0	0	4	0	4	0	22	0	0	22	0	0	0	0	0	1	16	0	0	17	43
12:30 PM	2	0	3	0	5	0	14	1	0	15	0	0	0	0	0	4	19	0	0	23	43
12:45 PM	2	0	3	0	5	0	18	2	0	20	0	0	0	0	0	5	17	0	0	22	47
Total	5	0	12	0	17	0	76	4	0	80	0	0	0	0	0	10	63	0	0	73	170
01:00 PM	1	0	2	0	3	0	13	4	0	17	0	0	0	0	0	3	20	0	0	23	43
01:15 PM	2	0	3	0	5	0	10	2	0	12	0	0	0	0	0	1	17	0	0	18	35
01:30 PM	0	0	1	0	1	0	15	0	0	15	0	0	0	0	0	1	9	0	0	10	26
01:45 PM	2	0	2	0	4	0	15	0	0	15	0	0	0	0	0	1	8	0	0	9	28
Total	5	0	8	0	13	0	53	6	0	59	0	0	0	0	0	6	54	0	0	60	132
02:00 PM	1	0	4	0	5	0	18	1	0	19	0	0	0	0	0	5	9	0	0	14	38

Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

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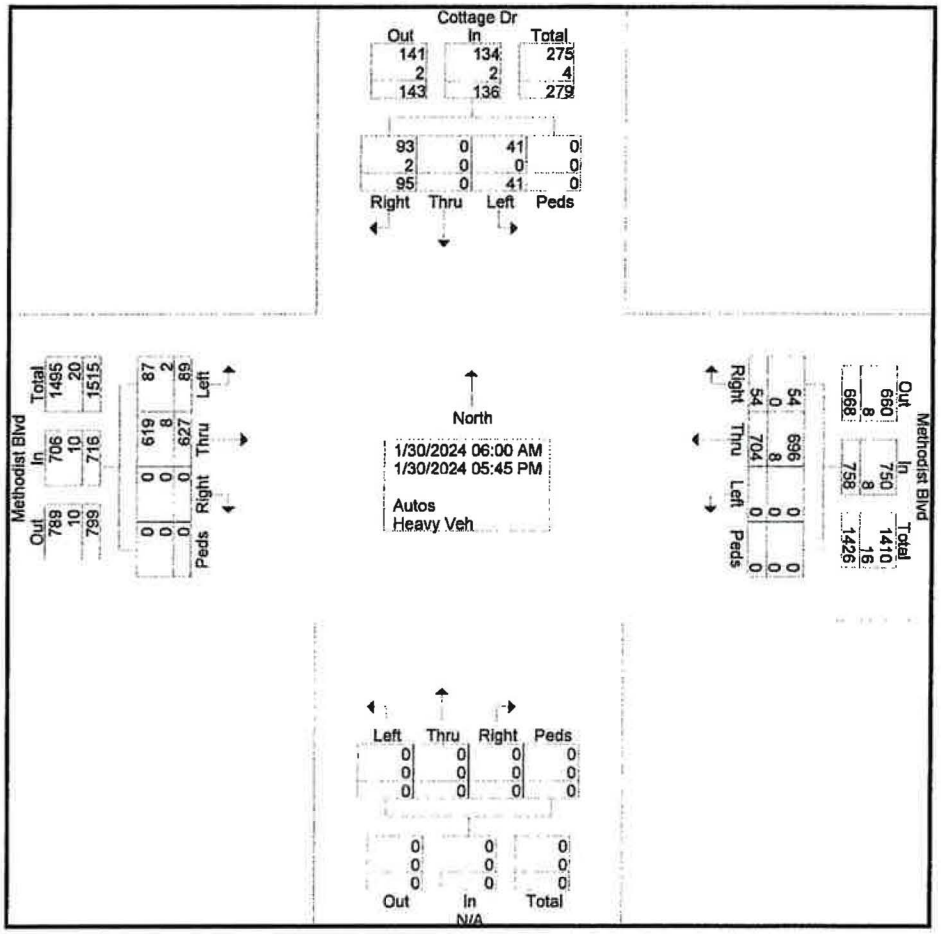
	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
02:15 PM	1	0	1	0	2	0	12	0	0	12	0	0	0	0	0	3	11	0	0	14	28
02:30 PM	0	0	0	0	0	0	23	2	0	25	0	0	0	0	0	0	5	0	0	5	30
02:45 PM	0	0	2	0	2	0	26	2	0	28	0	0	0	0	0	1	12	0	0	13	43
Total	2	0	7	0	9	0	79	5	0	84	0	0	0	0	0	9	37	0	0	46	139
03:00 PM	2	0	2	0	4	0	12	2	0	14	0	0	0	0	0	2	11	0	0	13	31
03:15 PM	4	0	4	0	8	0	19	1	0	20	0	0	0	0	0	2	9	0	0	11	39
03:30 PM	1	0	4	0	5	0	16	1	0	17	0	0	0	0	0	3	13	0	0	16	38
03:45 PM	4	0	1	0	5	0	15	0	0	15	0	0	0	0	0	3	8	0	0	11	31
Total	11	0	11	0	22	0	62	4	0	66	0	0	0	0	0	10	41	0	0	51	139
04:00 PM	2	0	1	0	3	0	17	0	0	17	0	0	0	0	0	2	7	0	0	9	29
04:15 PM	0	0	3	0	3	0	19	0	0	19	0	0	0	0	0	3	6	0	0	9	31
04:30 PM	0	0	2	0	2	0	31	1	0	32	0	0	0	0	0	2	5	0	0	7	41
04:45 PM	0	0	1	0	1	0	32	0	0	32	0	0	0	0	0	2	4	0	0	6	39
Total	2	0	7	0	9	0	99	1	0	100	0	0	0	0	0	9	22	0	0	31	140
05:00 PM	0	0	0	0	0	0	44	4	0	48	0	0	0	0	0	3	10	0	0	13	61
05:15 PM	1	0	0	0	1	0	15	2	0	17	0	0	0	0	0	1	5	0	0	6	24
05:30 PM	0	0	1	0	1	0	17	4	0	21	0	0	0	0	0	2	8	0	0	10	32
05:45 PM	1	0	3	0	4	0	11	7	0	18	0	0	0	0	0	5	6	0	0	11	33
Total	2	0	4	0	6	0	87	17	0	104	0	0	0	0	0	11	29	0	0	40	150
Grand Total	41	0	95	0	136	0	704	54	0	758	0	0	0	0	0	89	627	0	0	716	1610
Apprch %	30.1	0	69.9	0		0	92.9	7.1	0		0	0	0	0		12.4	87.6	0	0		
Total %	2.5	0	5.9	0	8.4	0	43.7	3.4	0	47.1	0	0	0	0	0	5.5	38.9	0	0	44.5	
Autos	41	0	93	0	134	0	696	54	0	750	0	0	0	0	0	87	619	0	0	706	1590
% Autos	100	0	97.9	0	98.5	0	98.9	100	0	98.9	0	0	0	0	0	97.8	98.7	0	0	98.6	98.8
Heavy Veh	0	0	2	0	2	0	8	0	0	8	0	0	0	0	0	2	8	0	0	10	20
% Heavy Veh	0	0	2.1	0	1.5	0	1.1	0	0	1.1	0	0	0	0	0	2.2	1.3	0	0	1.4	1.2

Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
Weather: Clear/Dry

File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 3

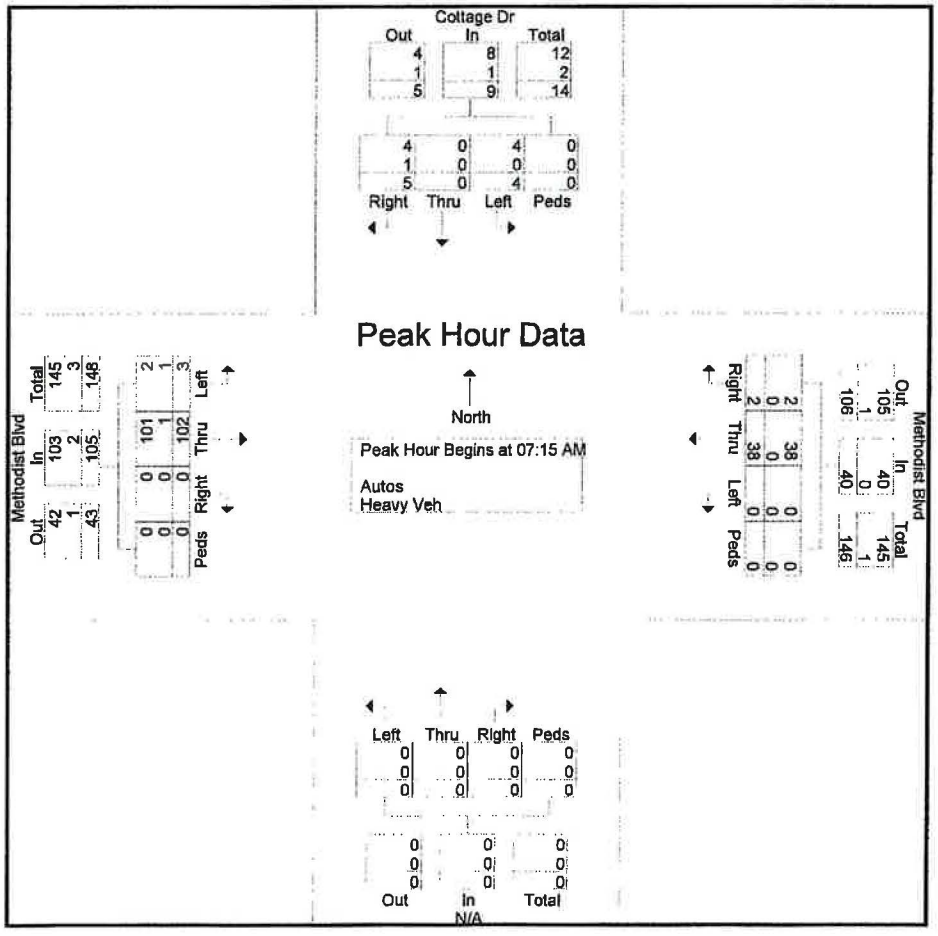


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
Weather: Clear/Dry

File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 4

	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:15 AM																					
07:15 AM	0	0	1	0	1	0	12	1	0	13	0	0	0	0	0	2	24	0	0	26	40
07:30 AM	2	0	2	0	4	0	12	0	0	12	0	0	0	0	0	0	24	0	0	24	40
07:45 AM	1	0	1	0	2	0	6	0	0	6	0	0	0	0	0	0	34	0	0	34	42
08:00 AM	1	0	1	0	2	0	8	1	0	9	0	0	0	0	0	1	20	0	0	21	32
Total Volume	4	0	5	0	9	0	38	2	0	40	0	0	0	0	0	3	102	0	0	105	154
% App. Total	44.4	0	55.6	0		0	95	5	0		0	0	0	0		2.9	97.1	0	0		
PHF	.500	.000	.625	.000	.563	.000	.792	.500	.000	.769	.000	.000	.000	.000	.000	.375	.750	.000	.000	.772	.917
Autos	4	0	4	0	8	0	38	2	0	40	0	0	0	0	0	2	101	0	0	103	151
% Autos	100	0	80.0	0	88.9	0	100	100	0	100	0	0	0	0	0	66.7	99.0	0	0	98.1	98.1
Heavy Veh	0	0	1	0	1	0	0	0	0	0	0	0	0	0	0	1	1	0	0	2	3
% Heavy Veh	0	0	20.0	0	11.1	0	0	0	0	0	0	0	0	0	0	33.3	1.0	0	0	1.9	1.9

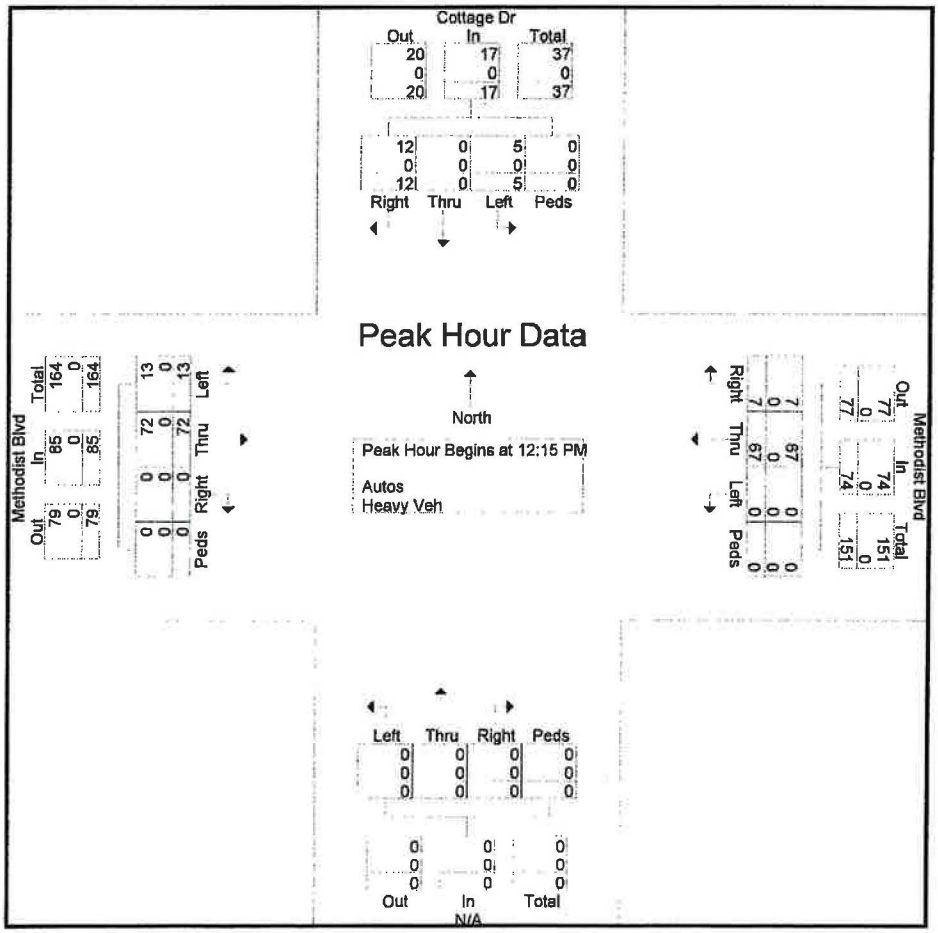


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
Weather: Clear/Dry

File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 5

	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 12:15 PM																					
12:15 PM	0	0	4	0	4	0	22	0	0	22	0	0	0	0	0	1	16	0	0	17	43
12:30 PM	2	0	3	0	5	0	14	1	0	15	0	0	0	0	0	4	19	0	0	23	43
12:45 PM	2	0	3	0	5	0	18	2	0	20	0	0	0	0	0	5	17	0	0	22	47
01:00 PM	1	0	2	0	3	0	13	4	0	17	0	0	0	0	0	3	20	0	0	23	43
Total Volume	5	0	12	0	17	0	67	7	0	74	0	0	0	0	0	13	72	0	0	85	176
% App. Total	29.4	0	70.6	0		0	90.5	9.5	0		0	0	0	0		15.3	84.7	0	0		
PHF	.625	.000	.750	.000	.850	.000	.761	.438	.000	.841	.000	.000	.000	.000	.000	.650	.900	.000	.000	.924	.936
Autos	5	0	12	0	17	0	67	7	0	74	0	0	0	0	0	13	72	0	0	85	176
% Autos	100	0	100	0	100	0	100	100	0	100	0	0	0	0	0	100	100	0	0	100	100
Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

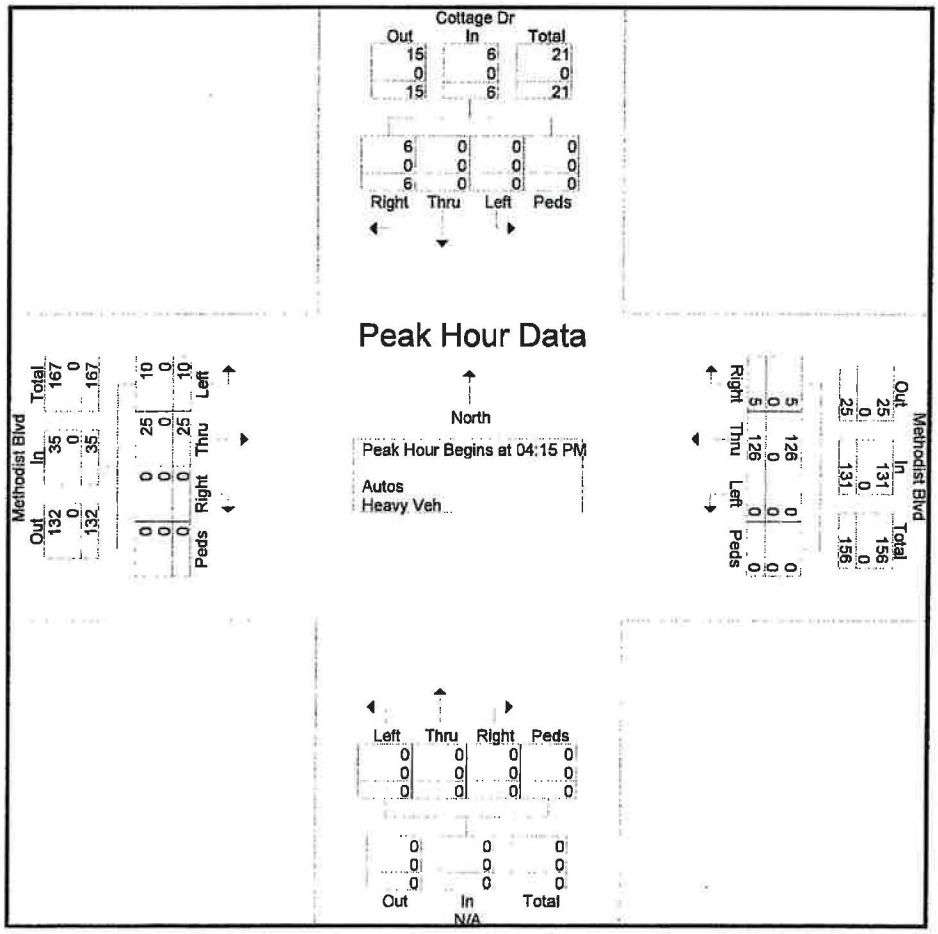


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
Weather: Clear/Dry

File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 6

	Cottage Dr Southbound					Methodist Blvd Westbound					N/A Northbound					Methodist Blvd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 02:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:15 PM																					
04:15 PM	0	0	3	0	3	0	19	0	0	19	0	0	0	0	0	3	6	0	0	9	31
04:30 PM	0	0	2	0	2	0	31	1	0	32	0	0	0	0	0	2	5	0	0	7	41
04:45 PM	0	0	1	0	1	0	32	0	0	32	0	0	0	0	0	2	4	0	0	6	39
05:00 PM	0	0	0	0	0	0	44	4	0	48	0	0	0	0	0	3	10	0	0	13	61
Total Volume	0	0	6	0	6	0	126	5	0	131	0	0	0	0	0	10	25	0	0	35	172
% App. Total	0	0	100	0		0	96.2	3.8	0		0	0	0	0		28.6	71.4	0	0		
PHF	.000	.000	.500	.000	.500	.000	.716	.313	.000	.682	.000	.000	.000	.000	.000	.833	.625	.000	.000	.673	.705
Autos	0	0	6	0	6	0	126	5	0	131	0	0	0	0	0	10	25	0	0	35	172
% Autos	0	0	100	0	100	0	100	100	0	100	0	0	0	0	0	100	100	0	0	100	100
Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0



Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 1

Groups Printed- Autos - Heavy Veh

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
06:00 AM	0	12	1	0	13	0	0	0	0	0	1	6	0	0	7	2	0	0	0	2	22
06:15 AM	0	15	0	0	15	0	0	0	0	0	0	8	0	0	8	0	0	1	0	1	24
06:30 AM	0	15	2	0	17	0	0	0	0	0	0	9	0	0	9	2	0	0	0	2	28
06:45 AM	0	18	1	0	19	0	0	0	0	0	1	9	0	0	10	1	0	1	0	2	31
Total	0	60	4	0	64	0	0	0	0	0	2	32	0	0	34	5	0	2	0	7	105
07:00 AM	0	38	0	0	38	0	0	0	0	0	2	21	0	0	23	1	0	0	0	1	62
07:15 AM	0	31	0	0	31	0	0	0	0	0	1	21	0	0	22	1	0	2	0	3	56
07:30 AM	0	40	2	0	42	0	0	0	0	0	3	20	0	0	23	0	0	0	0	0	65
07:45 AM	0	63	1	0	64	0	0	0	0	0	12	26	0	0	38	3	0	1	0	4	106
Total	0	172	3	0	175	0	0	0	0	0	18	88	0	0	106	5	0	3	0	8	289
08:00 AM	0	56	3	0	59	0	0	0	0	0	8	19	0	0	27	2	0	3	0	5	91
08:15 AM	0	47	3	0	50	0	0	0	0	0	12	23	0	0	35	4	0	2	0	6	91
08:30 AM	0	46	3	0	49	0	0	0	0	0	4	27	0	0	31	3	0	3	0	6	86
08:45 AM	0	35	4	0	39	0	0	0	0	0	8	28	0	0	36	0	0	3	0	3	78
Total	0	184	13	0	197	0	0	0	0	0	32	97	0	0	129	9	0	11	0	20	346
09:00 AM	0	42	5	0	47	0	0	0	0	0	6	27	0	0	33	2	0	6	0	8	88
09:15 AM	0	36	2	0	38	0	0	0	0	0	10	28	0	0	38	1	0	5	0	6	82
09:30 AM	0	42	4	0	46	0	0	0	0	0	7	41	0	0	48	6	0	4	0	10	104
09:45 AM	0	48	7	0	55	0	0	0	0	0	4	26	0	0	30	5	0	6	0	11	96
Total	0	168	18	0	186	0	0	0	0	0	27	122	0	0	149	14	0	21	0	35	370
10:00 AM	0	47	4	0	51	0	0	0	0	0	6	28	0	0	34	3	0	6	0	9	94
10:15 AM	0	52	7	0	59	0	0	0	0	0	5	28	0	0	33	3	0	3	0	6	98
10:30 AM	0	39	4	0	43	0	0	0	0	0	6	30	0	0	36	5	0	7	0	12	91
10:45 AM	0	39	7	0	46	0	0	0	0	0	7	49	0	0	56	5	0	7	0	12	114
Total	0	177	22	0	199	0	0	0	0	0	24	135	0	0	159	16	0	23	0	39	397
11:00 AM	0	54	9	0	63	0	0	0	0	0	6	43	0	0	49	8	0	4	0	12	124
11:15 AM	0	35	5	0	40	0	0	0	0	0	2	34	0	0	36	6	0	7	0	13	89
11:30 AM	0	35	5	0	40	0	0	0	0	0	4	47	0	0	51	4	0	12	0	16	107
11:45 AM	0	60	15	0	75	0	0	0	0	0	2	51	0	0	53	8	0	7	0	15	143
Total	0	184	34	0	218	0	0	0	0	0	14	175	0	0	189	26	0	30	0	56	463
12:00 PM	0	43	5	0	48	0	0	0	0	0	2	56	0	0	58	10	0	4	0	14	120
12:15 PM	0	43	3	0	46	0	0	0	0	0	6	53	0	0	59	7	0	3	0	10	115
12:30 PM	0	61	3	0	64	0	0	0	0	0	9	47	0	0	56	7	0	5	0	12	132
12:45 PM	0	54	2	0	56	0	0	0	0	0	3	40	0	0	43	8	0	4	0	12	111
Total	0	201	13	0	214	0	0	0	0	0	20	196	0	0	216	32	0	16	0	48	478
01:00 PM	0	45	1	0	46	0	0	0	0	0	7	43	0	0	50	9	0	4	0	13	109
01:15 PM	0	56	6	0	62	0	0	0	0	0	7	59	0	0	66	13	0	6	0	19	147
01:30 PM	0	35	6	0	41	0	0	0	0	0	9	59	0	0	68	4	0	5	0	9	118
01:45 PM	0	39	7	0	46	0	0	0	0	0	11	55	0	0	66	5	0	3	0	8	120
Total	0	175	20	0	195	0	0	0	0	0	34	216	0	0	250	31	0	18	0	49	494
02:00 PM	0	54	10	0	64	0	0	0	0	0	6	50	0	0	56	11	0	4	0	15	135

Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 2

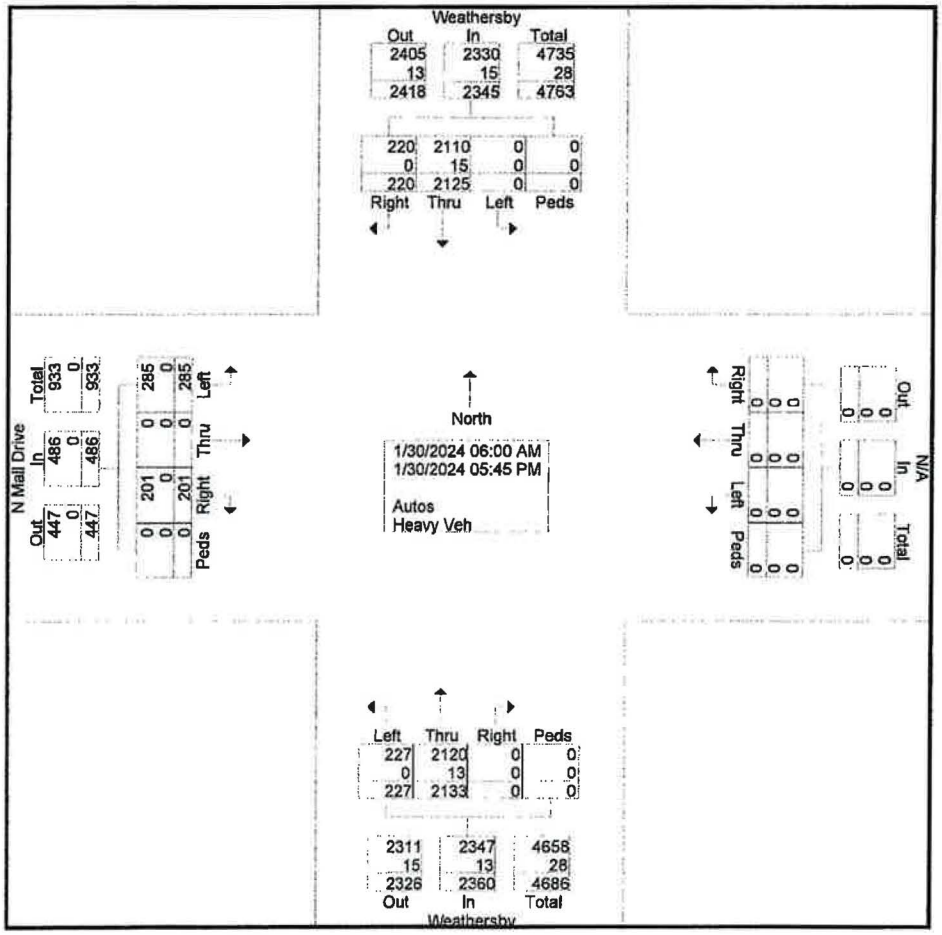
Groups Printed- Autos - Heavy Veh

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
02:15 PM	0	55	4	0	59	0	0	0	0	0	2	59	0	0	61	10	0	5	0	15	135
02:30 PM	0	45	13	0	58	0	0	0	0	0	4	69	0	0	73	6	0	8	0	14	145
02:45 PM	0	50	6	0	56	0	0	0	0	0	5	64	0	0	69	12	0	7	0	19	144
Total	0	204	33	0	237	0	0	0	0	0	17	242	0	0	259	39	0	24	0	63	559
03:00 PM	0	50	8	0	58	0	0	0	0	0	4	59	0	0	63	16	0	5	0	21	142
03:15 PM	0	40	7	0	47	0	0	0	0	0	5	39	0	0	44	9	0	7	0	16	107
03:30 PM	0	48	6	0	54	0	0	0	0	0	3	73	0	0	76	10	0	12	0	22	152
03:45 PM	0	50	6	0	56	0	0	0	0	0	2	55	0	0	57	7	0	6	0	13	126
Total	0	188	27	0	215	0	0	0	0	0	14	226	0	0	240	42	0	30	0	72	527
04:00 PM	0	51	5	0	56	0	0	0	0	0	1	72	0	0	73	7	0	2	0	9	138
04:15 PM	0	51	5	0	56	0	0	0	0	0	3	56	0	0	59	7	0	3	0	10	125
04:30 PM	0	45	3	0	48	0	0	0	0	0	4	51	0	0	55	15	0	2	0	17	120
04:45 PM	0	57	6	0	63	0	0	0	0	0	3	91	0	0	94	6	0	4	0	10	167
Total	0	204	19	0	223	0	0	0	0	0	11	270	0	0	281	35	0	11	0	46	550
05:00 PM	0	69	4	0	73	0	0	0	0	0	10	107	0	0	117	9	0	7	0	16	206
05:15 PM	0	45	5	0	50	0	0	0	0	0	4	76	0	0	80	3	0	2	0	5	135
05:30 PM	0	49	5	0	54	0	0	0	0	0	0	79	0	0	79	14	0	3	0	17	150
05:45 PM	0	45	0	0	45	0	0	0	0	0	0	72	0	0	72	5	0	0	0	5	122
Total	0	208	14	0	222	0	0	0	0	0	14	334	0	0	348	31	0	12	0	43	613
Grand Total	0	2125	220	0	2345	0	0	0	0	0	227	2133	0	0	2360	285	0	201	0	486	5191
Apprch %	0	90.6	9.4	0		0	0	0	0		9.6	90.4	0	0		58.6	0	41.4	0		
Total %	0	40.9	4.2	0	45.2	0	0	0	0	0	4.4	41.1	0	0	45.5	5.5	0	3.9	0	9.4	
Autos	0	2110	220	0	2330	0	0	0	0	0	227	2120	0	0	2347	285	0	201	0	486	5163
% Autos	0	99.3	100	0	99.4	0	0	0	0	0	100	99.4	0	0	99.4	100	0	100	0	100	99.5
Heavy Veh	0	15	0	0	15	0	0	0	0	0	0	13	0	0	13	0	0	0	0	0	28
% Heavy Veh	0	0.7	0	0	0.6	0	0	0	0	0	0	0.6	0	0	0.6	0	0	0	0	0	0.5

Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 3

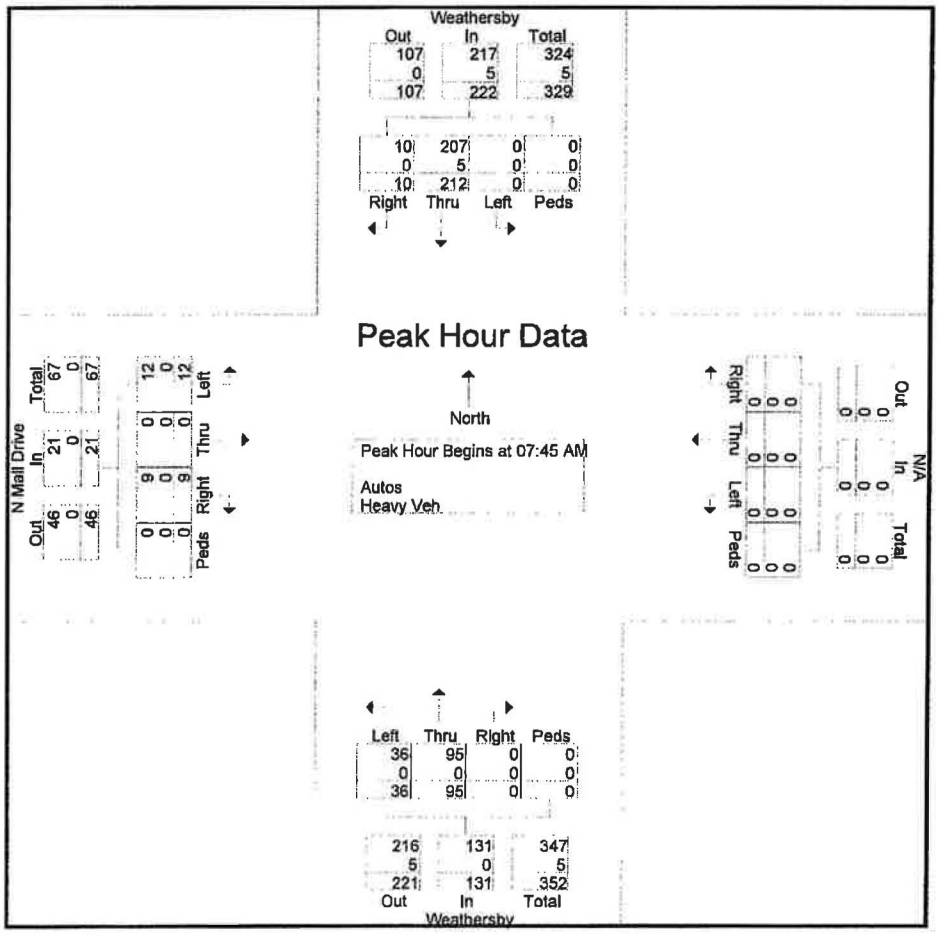


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 4

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 06:00 AM to 09:45 AM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 07:45 AM																					
07:45 AM	0	63	1	0	64	0	0	0	0	0	12	26	0	0	38	3	0	1	0	4	106
08:00 AM	0	56	3	0	59	0	0	0	0	0	8	19	0	0	27	2	0	3	0	5	91
08:15 AM	0	47	3	0	50	0	0	0	0	0	12	23	0	0	35	4	0	2	0	6	91
08:30 AM	0	46	3	0	49	0	0	0	0	0	4	27	0	0	31	3	0	3	0	6	86
Total Volume	0	212	10	0	222	0	0	0	0	0	36	95	0	0	131	12	0	9	0	21	374
% App. Total	0	95.5	4.5	0		0	0	0	0		27.5	72.5	0	0		57.1	0	42.9	0		
PHF	.000	.841	.833	.000	.867	.000	.000	.000	.000	.000	.750	.880	.000	.000	.862	.750	.000	.750	.000	.875	.882
Autos	0	207	10	0	217	0	0	0	0	0	36	95	0	0	131	12	0	9	0	21	369
% Autos	0	97.6	100	0	97.7	0	0	0	0	0	100	100	0	0	100	100	0	100	0	100	98.7
Heavy Veh	0	5	0	0	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
% Heavy Veh	0	2.4	0	0	2.3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1.3

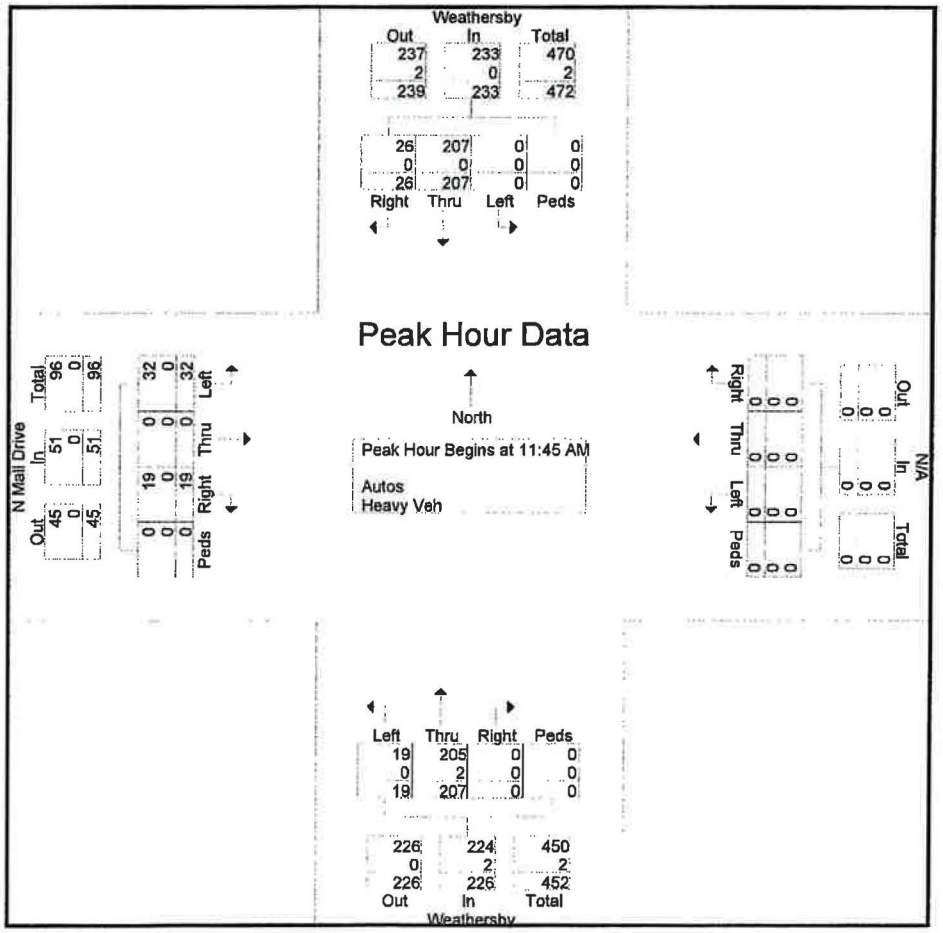


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 5

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 11:45 AM																					
11:45 AM	0	60	15	0	75	0	0	0	0	0	2	51	0	0	53	8	0	7	0	15	143
12:00 PM	0	43	5	0	48	0	0	0	0	0	2	56	0	0	58	10	0	4	0	14	120
12:15 PM	0	43	3	0	46	0	0	0	0	0	6	53	0	0	59	7	0	3	0	10	115
12:30 PM	0	61	3	0	64	0	0	0	0	0	9	47	0	0	56	7	0	5	0	12	132
Total Volume	0	207	26	0	233	0	0	0	0	0	19	207	0	0	226	32	0	19	0	51	510
% App. Total	0	88.8	11.2	0		0	0	0	0		8.4	91.6	0	0		62.7	0	37.3	0		
PHF	.000	.848	.433	.000	.777	.000	.000	.000	.000	.000	.528	.924	.000	.000	.958	.800	.000	.679	.000	.850	.892
Autos	0	207	26	0	233	0	0	0	0	0	19	205	0	0	224	32	0	19	0	51	508
% Autos	0	100	100	0	100	0	0	0	0	0	100	99.0	0	0	99.1	100	0	100	0	100	99.6
Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	2	0	0	2	0	0	0	0	0	2
% Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	1.0	0	0	0.9	0	0	0	0	0	0.4

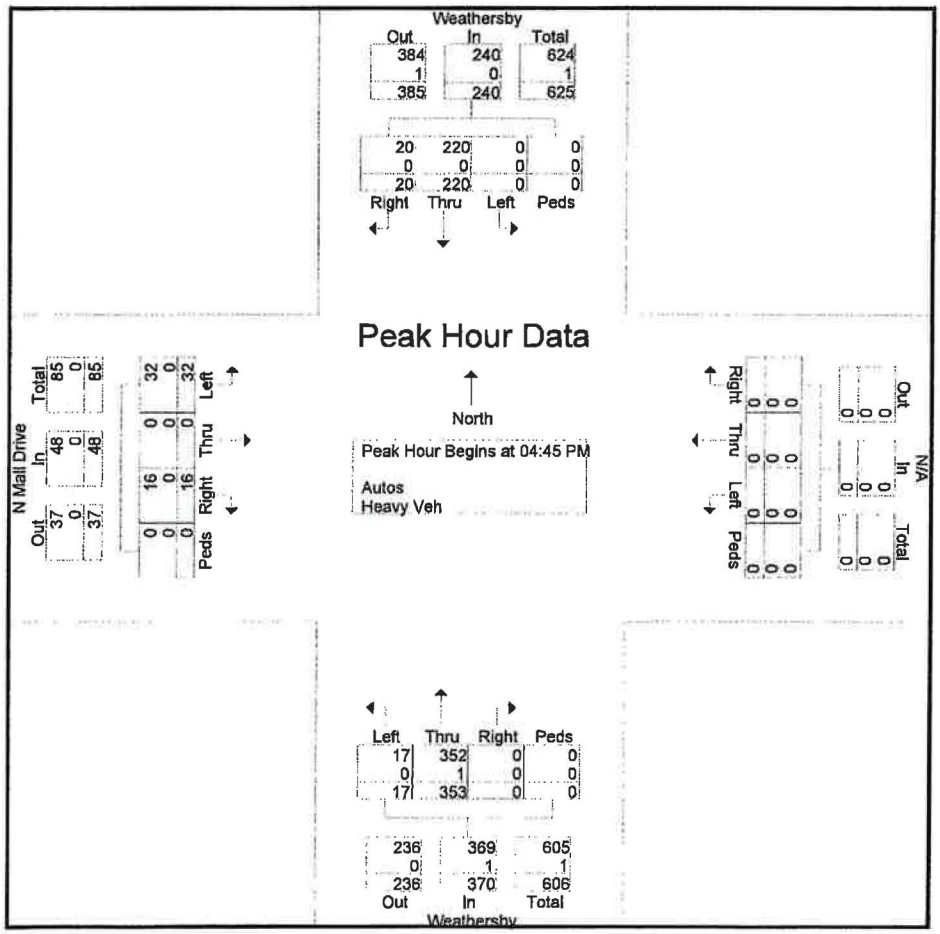


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
Weather: Clear/Dry

File Name : n-mall-dr-weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 6

	Weathersby Southbound					N/A Westbound					Weathersby Northbound					N Mall Drive Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Peak Hour Analysis From 02:00 PM to 05:45 PM - Peak 1 of 1																					
Peak Hour for Entire Intersection Begins at 04:45 PM																					
04:45 PM	0	57	6	0	63	0	0	0	0	0	3	91	0	0	94	6	0	4	0	10	167
05:00 PM	0	69	4	0	73	0	0	0	0	0	10	107	0	0	117	9	0	7	0	16	206
05:15 PM	0	45	5	0	50	0	0	0	0	0	4	76	0	0	80	3	0	2	0	5	135
05:30 PM	0	49	5	0	54	0	0	0	0	0	0	79	0	0	79	14	0	3	0	17	150
Total Volume	0	220	20	0	240	0	0	0	0	0	17	353	0	0	370	32	0	16	0	48	658
% App. Total	0	91.7	8.3	0		0	0	0	0		4.6	95.4	0	0		66.7	0	33.3	0		
PHF	.000	.797	.833	.000	.822	.000	.000	.000	.000	.000	.425	.825	.000	.000	.791	.571	.000	.571	.000	.706	.799
Autos	0	220	20	0	240	0	0	0	0	0	17	352	0	0	369	32	0	16	0	48	657
% Autos	0	100	100	0	100	0	0	0	0	0	100	99.7	0	0	99.7	100	0	100	0	100	99.8
Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	0	0	0	0	0	1
% Heavy Veh	0	0	0	0	0	0	0	0	0	0	0	0.3	0	0	0.3	0	0	0	0	0	0.2



Intersection Name	Methodist Blvd/Weathersby-Turtle Creek Mall
City	Hattiesburg
State	MS
A	Methodist Blvd - Westbound
B	Weathersby Road - Northbound
C	Weathersby Road - Southbound
D	Turtle Creek Mall Rd - Southbound
E	Turtle Creek Mall Rd - Northbound
F	
G	

Date and Time of Start of Count 1	1/30/2024	7:00:00
Date and Time of End of Count 1	1/30/2024	9:00:00
Date and Time of Start of Count 2	1/30/2024	16:00:00
Date and Time of End of Count 2	1/30/2024	18:00:00
Date and Time of Start of Count 3		
Date and Time of End of Count 3		

NOTES	

A

B

C

D

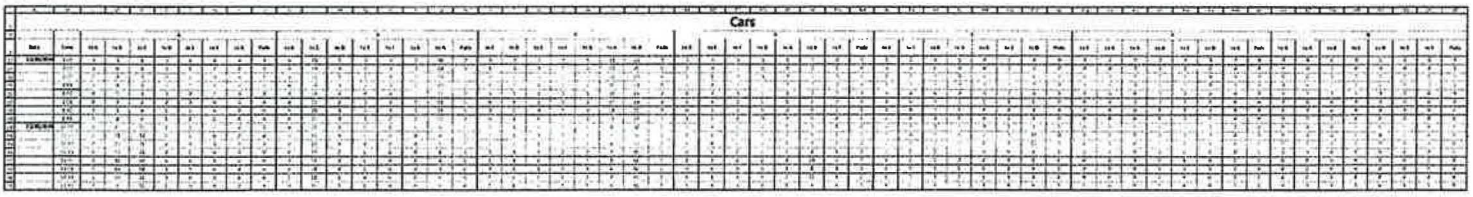
E

F

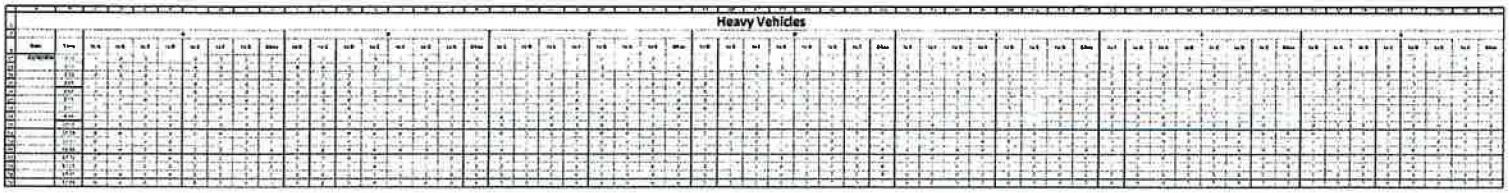
G



Kiser Traffic and Engineering, LLC 2024



Kiser Traffic and Engineering, LLC 2024



Kiser Traffic and Engineering, LLC 2024

Intersection	
Intersection Delay, s/veh	7.5
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↱	
Traffic Vol, veh/h	3	102	38	2	4	5
Future Vol, veh/h	3	102	38	2	4	5
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	111	41	2	4	5
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	7.6	7.2	7.1
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	3%	0%	44%
Vol Thru, %	97%	95%	0%
Vol Right, %	0%	5%	56%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	105	40	9
LT Vol	3	0	4
Through Vol	102	38	0
RT Vol	0	2	5
Lane Flow Rate	114	43	10
Geometry Grp	1	1	1
Degree of Util (X)	0.126	0.048	0.011
Departure Headway (Hd)	3.99	4.006	3.96
Convergence, Y/N	Yes	Yes	Yes
Cap	902	894	895
Service Time	2.002	2.031	2.025
HCM Lane V/C Ratio	0.126	0.048	0.011
HCM Control Delay	7.6	7.2	7.1
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.4	0.2	0

HCM 6th Signalized Intersection Summary
200: Weathersby Rd & Turtle Creek Dr/Methodist Blvd

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	4	0	30	6	19	10	113	66	100	116	9
Future Volume (veh/h)	1	4	0	30	6	19	10	113	66	100	116	9
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	1	4	0	33	7	21	11	123	72	109	126	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	2	10	11	97	23	68	836	1018	863	867	2014	158
Arrive On Green	0.01	0.01	0.00	0.05	0.05	0.05	0.01	0.54	0.54	0.07	0.60	0.60
Sat Flow, veh/h	370	1481	1585	1781	412	1236	1781	1870	1585	1781	3338	262
Grp Volume(v), veh/h	5	0	0	33	0	28	11	123	72	109	66	70
Grp Sat Flow(s),veh/h/ln	1852	0	1585	1781	0	1648	1781	1870	1585	1781	1777	1823
Q Serve(g_s), s	0.2	0.0	0.0	1.0	0.0	0.9	0.2	1.8	1.2	1.3	0.9	0.9
Cycle Q Clear(g_c), s	0.2	0.0	0.0	1.0	0.0	0.9	0.2	1.8	1.2	1.3	0.9	0.9
Prop In Lane	0.20		1.00	1.00		0.75	1.00		1.00	1.00		0.14
Lane Grp Cap(c), veh/h	12	0	11	97	0	90	836	1018	863	867	1072	1100
V/C Ratio(X)	0.40	0.00	0.00	0.34	0.00	0.31	0.01	0.12	0.08	0.13	0.06	0.06
Avail Cap(c_a), veh/h	1173	0	1004	938	0	868	1335	1018	863	1262	1072	1100
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.7	0.0	0.0	25.5	0.0	25.5	5.5	6.2	6.1	4.1	4.6	4.6
Incr Delay (d2), s/veh	19.8	0.0	0.0	2.0	0.0	1.9	0.0	0.2	0.2	0.1	0.1	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.5	0.0	0.4	0.0	0.6	0.3	0.3	0.2	0.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	47.6	0.0	0.0	27.5	0.0	27.4	5.5	6.5	6.3	4.2	4.7	4.7
LnGrp LOS	D	A	A	C	A	C	A	A	A	A	A	A
Approach Vol, veh/h		5			61			206			245	
Approach Delay, s/veh		47.6			27.5			6.3			4.5	
Approach LOS		D			C			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.6	35.0		4.9	5.3	38.3		7.6				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	16.5	30.5		35.5	16.5	30.5		29.5				
Max Q Clear Time (g_c+I1), s	3.3	3.8		2.2	2.2	2.9		3.0				
Green Ext Time (p_c), s	0.2	0.9		0.0	0.0	0.7		0.2				

Intersection Summary	
HCM 6th Ctrl Delay	8.3
HCM 6th LOS	A

Intersection	
Int Delay, s/veh	1.3

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	9	36	95	212	10
Future Vol, veh/h	12	9	36	95	212	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	10	39	103	230	11

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	417	236	241	0	-	0
Stage 1	236	-	-	-	-	-
Stage 2	181	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	592	803	1326	-	-	-
Stage 1	803	-	-	-	-	-
Stage 2	850	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	574	803	1326	-	-	-
Mov Cap-2 Maneuver	631	-	-	-	-	-
Stage 1	778	-	-	-	-	-
Stage 2	850	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.4	2.1	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1326	-	695	-	-
HCM Lane V/C Ratio	0.03	-	0.033	-	-
HCM Control Delay (s)	7.8	0	10.4	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

Intersection	
Intersection Delay, s/veh	7.6
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↑	
Traffic Vol, veh/h	10	25	126	5	0	6
Future Vol, veh/h	10	25	126	5	0	6
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	11	27	137	5	0	7
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	7.3	7.7	6.7
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	29%	0%	0%
Vol Thru, %	71%	96%	0%
Vol Right, %	0%	4%	100%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	35	131	6
LT Vol	10	0	0
Through Vol	25	126	0
RT Vol	0	5	6
Lane Flow Rate	38	142	7
Geometry Grp	1	1	1
Degree of Util (X)	0.043	0.156	0.007
Departure Headway (Hd)	4.109	3.951	3.644
Convergence, Y/N	Yes	Yes	Yes
Cap	871	911	969
Service Time	2.135	1.961	1.716
HCM Lane V/C Ratio	0.044	0.156	0.007
HCM Control Delay	7.3	7.7	6.7
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.1	0.6	0

HCM 6th Signalized Intersection Summary
200: Weathersby Rd & Turtle Creek Dr/Methodist Blvd



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	5	40	68	19	113	20	228	25	27	184	18
Future Volume (veh/h)	22	5	40	68	19	113	20	228	25	27	184	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	24	5	43	74	21	123	22	248	27	29	200	20
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	85	18	91	233	31	181	699	918	778	628	1623	161
Arrive On Green	0.06	0.06	0.06	0.13	0.13	0.13	0.03	0.49	0.49	0.03	0.50	0.50
Sat Flow, veh/h	1486	310	1585	1781	236	1385	1781	1870	1585	1781	3266	323
Grp Volume(v), veh/h	29	0	43	74	0	144	22	248	27	29	108	112
Grp Sat Flow(s),veh/h/ln	1796	0	1585	1781	0	1621	1781	1870	1585	1781	1777	1812
Q Serve(g_s), s	1.0	0.0	1.6	2.3	0.0	5.3	0.4	4.8	0.5	0.5	2.0	2.1
Cycle Q Clear(g_c), s	1.0	0.0	1.6	2.3	0.0	5.3	0.4	4.8	0.5	0.5	2.0	2.1
Prop In Lane	0.83		1.00	1.00		0.85	1.00		1.00	1.00		0.18
Lane Grp Cap(c), veh/h	103	0	91	233	0	212	699	918	778	628	883	900
V/C Ratio(X)	0.28	0.00	0.47	0.32	0.00	0.68	0.03	0.27	0.03	0.05	0.12	0.12
Avail Cap(c_a), veh/h	1026	0	905	845	0	769	1127	918	778	1044	883	900
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.1	0.0	28.4	24.5	0.0	25.8	7.4	9.3	8.2	7.4	8.4	8.4
Incr Delay (d2), s/veh	1.5	0.0	3.8	0.8	0.0	3.8	0.0	0.7	0.1	0.0	0.3	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	0.7	1.0	0.0	2.2	0.1	1.8	0.2	0.2	0.7	0.7
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	29.6	0.0	32.2	25.3	0.0	29.5	7.4	10.0	8.3	7.4	8.7	8.7
LnGrp LOS	C	A	C	C	A	C	A	B	A	A	A	A
Approach Vol, veh/h		72			218			297			249	
Approach Delay, s/veh		31.1			28.1			9.7			8.5	
Approach LOS		C			C			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.5	35.0		8.1	6.1	35.4		12.6				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	6.5	30.5		35.5	16.5	30.5		29.5				
Max Q Clear Time (g_c+I1), s	2.5	6.8		3.6	2.4	4.1		7.3				
Green Ext Time (p_c), s	0.0	1.4		0.3	0.0	1.2		1.1				

Intersection Summary	
HCM 6th Ctrl Delay	16.0
HCM 6th LOS	B

Intersection	
Int Delay, s/veh	1.1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	32	16	17	353	220	20
Future Vol, veh/h	32	16	17	353	220	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	17	18	384	239	22

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	670	250	261	0	-	0
Stage 1	250	-	-	-	-	-
Stage 2	420	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	422	789	1303	-	-	-
Stage 1	792	-	-	-	-	-
Stage 2	663	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	414	789	1303	-	-	-
Mov Cap-2 Maneuver	513	-	-	-	-	-
Stage 1	778	-	-	-	-	-
Stage 2	663	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	11.8	0.4	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1303	-	581	-	-
HCM Lane V/C Ratio	0.014	-	0.09	-	-
HCM Control Delay (s)	7.8	0	11.8	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

HCM 6th AWSC
100: Methodist Blvd & Cottage Drive

02/27/2024

Intersection	
Intersection Delay, s/veh	7.5
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↰	↱		Y	
Traffic Vol, veh/h	4	102	38	3	7	8
Future Vol, veh/h	4	102	38	3	7	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	111	41	3	8	9
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	7.6	7.2	7.1
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	4%	0%	47%
Vol Thru, %	96%	93%	0%
Vol Right, %	0%	7%	53%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	106	41	15
LT Vol	4	0	7
Through Vol	102	38	0
RT Vol	0	3	8
Lane Flow Rate	115	45	16
Geometry Grp	1	1	1
Degree of Util (X)	0.128	0.05	0.018
Departure Headway (Hd)	4.003	4.003	3.981
Convergence, Y/N	Yes	Yes	Yes
Cap	898	893	889
Service Time	2.019	2.033	2.05
HCM Lane V/C Ratio	0.128	0.05	0.018
HCM Control Delay	7.6	7.2	7.1
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.4	0.2	0.1

HCM 6th Signalized Intersection Summary
200: Weathersby Rd & Turtle Creek Dr/Methodist Blvd

02/27/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	1	4	0	33	6	19	10	122	67	100	138	9
Future Volume (veh/h)	1	4	0	33	6	19	10	122	67	100	138	9
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	1	4	0	36	7	21	11	133	73	109	150	10
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	2	10	11	100	23	70	820	1017	861	856	2038	135
Arrive On Green	0.01	0.01	0.00	0.06	0.06	0.06	0.01	0.54	0.54	0.07	0.60	0.60
Sat Flow, veh/h	370	1481	1585	1781	412	1236	1781	1870	1585	1781	3383	224
Grp Volume(v), veh/h	5	0	0	36	0	28	11	133	73	109	78	82
Grp Sat Flow(s),veh/h/ln	1852	0	1585	1781	0	1648	1781	1870	1585	1781	1777	1830
Q Serve(g_s), s	0.2	0.0	0.0	1.1	0.0	0.9	0.2	2.0	1.2	1.4	1.0	1.0
Cycle Q Clear(g_c), s	0.2	0.0	0.0	1.1	0.0	0.9	0.2	2.0	1.2	1.4	1.0	1.0
Prop In Lane	0.20		1.00	1.00		0.75	1.00		1.00	1.00		0.12
Lane Grp Cap(c), veh/h	12	0	11	100	0	93	820	1017	861	856	1070	1102
V/C Ratio(X)	0.40	0.00	0.00	0.36	0.00	0.30	0.01	0.13	0.08	0.13	0.07	0.07
Avail Cap(c_a), veh/h	1171	0	1003	936	0	866	1319	1017	861	1250	1070	1102
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	0.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	27.8	0.0	0.0	25.5	0.0	25.4	5.5	6.3	6.1	4.2	4.6	4.6
Incr Delay (d2), s/veh	19.9	0.0	0.0	2.2	0.0	1.8	0.0	0.3	0.2	0.1	0.1	0.1
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.1	0.0	0.0	0.5	0.0	0.4	0.0	0.7	0.4	0.3	0.3	0.3
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	47.6	0.0	0.0	27.7	0.0	27.2	5.5	6.6	6.3	4.2	4.8	4.8
LnGrp LOS	D	A	A	C	A	C	A	A	A	A	A	A
Approach Vol, veh/h		5			64			217			269	
Approach Delay, s/veh		47.6			27.5			6.4			4.6	
Approach LOS		D			C			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	8.6	35.0		4.9	5.3	38.3		7.7				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	4.5	30.5		35.5	16.5	30.5		29.5				
Max Q Clear Time (g_c+I1), s	4.1	4.0		2.2	2.2	3.0		3.1				
Green Ext Time (p_c), s	0.2	0.9		0.0	0.0	0.8		0.2				

Intersection Summary	
HCM 6th Ctrl Delay	8.3
HCM 6th LOS	A

HCM 6th TWSC
300: Weathersby Rd & N. Mall Drive

02/27/2024

Intersection	
Int Delay, s/veh	1.2

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	12	9	36	104	236	10
Future Vol, veh/h	12	9	36	104	236	10
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	13	10	39	113	257	11

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	454	263	268	0	-	0
Stage 1	263	-	-	-	-	-
Stage 2	191	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	564	776	1296	-	-	-
Stage 1	781	-	-	-	-	-
Stage 2	841	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	546	776	1296	-	-	-
Mov Cap-2 Maneuver	610	-	-	-	-	-
Stage 1	756	-	-	-	-	-
Stage 2	841	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	10.5	2	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1296	-	672	-	-
HCM Lane V/C Ratio	0.03	-	0.034	-	-
HCM Control Delay (s)	7.9	0	10.5	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0.1	-	0.1	-	-

HCM 6th TWSC
400: Weathersby Rd & New Site Drive

02/27/2024

Intersection	
Int Delay, s/veh	0.7

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	20	4	109	7	2	226
Future Vol, veh/h	20	4	109	7	2	226
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	22	4	118	8	2	246

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	372	122	0	0	126	0
Stage 1	122	-	-	-	-	-
Stage 2	250	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	629	929	-	-	1460	-
Stage 1	903	-	-	-	-	-
Stage 2	792	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	628	929	-	-	1460	-
Mov Cap-2 Maneuver	666	-	-	-	-	-
Stage 1	903	-	-	-	-	-
Stage 2	790	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	10.4	0	0.1
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	699	1460	-
HCM Lane V/C Ratio	-	-	0.037	0.001	-
HCM Control Delay (s)	-	-	10.4	7.5	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

HCM 6th AWSC
100: Methodist Blvd & Cottage Drive

02/27/2024

Intersection	
Intersection Delay, s/veh	7.6
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↑	↑		↱	
Traffic Vol, veh/h	14	25	126	8	2	8
Future Vol, veh/h	14	25	126	8	2	8
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	15	27	137	9	2	9
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	7.4	7.7	6.9
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	36%	0%	20%
Vol Thru, %	64%	94%	0%
Vol Right, %	0%	6%	80%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	39	134	10
LT Vol	14	0	2
Through Vol	25	126	0
RT Vol	0	8	8
Lane Flow Rate	42	146	11
Geometry Grp	1	1	1
Degree of Util (X)	0.049	0.16	0.012
Departure Headway (Hd)	4.134	3.95	3.816
Convergence, Y/N	Yes	Yes	Yes
Cap	865	910	924
Service Time	2.164	1.963	1.896
HCM Lane V/C Ratio	0.049	0.16	0.012
HCM Control Delay	7.4	7.7	6.9
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.2	0.6	0

HCM 6th Signalized Intersection Summary
200: Weathersby Rd & Turtle Creek Dr/Methodist Blvd

02/27/2024

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	22	5	40	70	19	113	20	255	29	27	201	18
Future Volume (veh/h)	22	5	40	70	19	113	20	255	29	27	201	18
Initial Q (Qb), veh	0	0	0	0	0	0	0	0	0	0	0	0
Ped-Bike Adj(A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus, Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Adj Sat Flow, veh/h/ln	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870	1870
Adj Flow Rate, veh/h	24	5	43	76	21	123	22	277	32	29	218	20
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Percent Heavy Veh, %	2	2	2	2	2	2	2	2	2	2	2	2
Cap, veh/h	85	18	91	234	31	182	687	917	777	602	1636	149
Arrive On Green	0.06	0.06	0.06	0.13	0.13	0.13	0.03	0.49	0.49	0.03	0.50	0.50
Sat Flow, veh/h	1486	310	1585	1781	236	1385	1781	1870	1585	1781	3294	300
Grp Volume(v), veh/h	29	0	43	76	0	144	22	277	32	29	117	121
Grp Sat Flow(s),veh/h/ln	1796	0	1585	1781	0	1621	1781	1870	1585	1781	1777	1816
Q Serve(g_s), s	1.0	0.0	1.6	2.4	0.0	5.3	0.4	5.5	0.7	0.5	2.2	2.2
Cycle Q Clear(g_c), s	1.0	0.0	1.6	2.4	0.0	5.3	0.4	5.5	0.7	0.5	2.2	2.2
Prop In Lane	0.83		1.00	1.00		0.85	1.00		1.00	1.00		0.16
Lane Grp Cap(c), veh/h	103	0	91	234	0	213	687	917	777	602	883	902
V/C Ratio(X)	0.28	0.00	0.47	0.33	0.00	0.68	0.03	0.30	0.04	0.05	0.13	0.13
Avail Cap(c_a), veh/h	1025	0	905	845	0	769	1115	917	777	1019	883	902
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Upstream Filter(I)	1.00	0.00	1.00	1.00	0.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Uniform Delay (d), s/veh	28.1	0.0	28.4	24.5	0.0	25.8	7.4	9.5	8.2	7.5	8.4	8.4
Incr Delay (d2), s/veh	1.5	0.0	3.8	0.8	0.0	3.7	0.0	0.8	0.1	0.0	0.3	0.3
Initial Q Delay(d3),s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile BackOfQ(50%),veh/ln	0.4	0.0	0.7	1.0	0.0	2.2	0.1	2.1	0.2	0.2	0.8	0.8
Unsig. Movement Delay, s/veh												
LnGrp Delay(d),s/veh	29.6	0.0	32.2	25.3	0.0	29.5	7.4	10.3	8.3	7.5	8.7	8.7
LnGrp LOS	C	A	C	C	A	C	A	B	A	A	A	A
Approach Vol, veh/h		72			220			331			267	
Approach Delay, s/veh		31.1			28.1			9.9			8.6	
Approach LOS		C			C			A			A	

Timer - Assigned Phs	1	2		4	5	6		8				
Phs Duration (G+Y+Rc), s	6.5	35.0		8.1	6.1	35.4		12.7				
Change Period (Y+Rc), s	4.5	4.5		4.5	4.5	4.5		4.5				
Max Green Setting (Gmax), s	16.5	30.5		35.5	16.5	30.5		29.5				
Max Q Clear Time (g_c+I1), s	12.5	7.5		3.6	2.4	4.2		7.3				
Green Ext Time (p_c), s	0.0	1.6		0.3	0.0	1.3		1.1				

Intersection Summary	
HCM 6th Ctrl Delay	15.7
HCM 6th LOS	B

HCM 6th TWSC
300: Weathersby Rd & N. Mall Drive

02/27/2024

Intersection	
Int Delay, s/veh	1

Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Vol, veh/h	32	16	17	382	237	20
Future Vol, veh/h	32	16	17	382	237	20
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	-	0	0	-
Grade, %	0	-	-	0	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	35	17	18	415	258	22

Major/Minor	Minor2		Major1		Major2	
Conflicting Flow All	720	269	280	0	-	0
Stage 1	269	-	-	-	-	-
Stage 2	451	-	-	-	-	-
Critical Hdwy	6.42	6.22	4.12	-	-	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	2.218	-	-	-
Pot Cap-1 Maneuver	395	770	1283	-	-	-
Stage 1	776	-	-	-	-	-
Stage 2	642	-	-	-	-	-
Platoon blocked, %				-	-	-
Mov Cap-1 Maneuver	388	770	1283	-	-	-
Mov Cap-2 Maneuver	492	-	-	-	-	-
Stage 1	762	-	-	-	-	-
Stage 2	642	-	-	-	-	-

Approach	EB	NB	SB
HCM Control Delay, s	12.1	0.3	0
HCM LOS	B		

Minor Lane/Major Mvmt	NBL	NBT	EBLn1	SBT	SBR
Capacity (veh/h)	1283	-	559	-	-
HCM Lane V/C Ratio	0.014	-	0.093	-	-
HCM Control Delay (s)	7.8	0	12.1	-	-
HCM Lane LOS	A	A	B	-	-
HCM 95th %tile Q(veh)	0	-	0.3	-	-

HCM 6th TWSC
400: Weathersby Rd & New Site Drive

02/27/2024

Intersection	
Int Delay, s/veh	0.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	13	3	393	22	5	245
Future Vol, veh/h	13	3	393	22	5	245
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	14	3	427	24	5	266

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	715	439	0	0	451	0
Stage 1	439	-	-	-	-	-
Stage 2	276	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	397	618	-	-	1109	-
Stage 1	650	-	-	-	-	-
Stage 2	771	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	395	618	-	-	1109	-
Mov Cap-2 Maneuver	499	-	-	-	-	-
Stage 1	650	-	-	-	-	-
Stage 2	767	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	12.2	0	0.2
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	518	1109	-
HCM Lane V/C Ratio	-	-	0.034	0.005	-
HCM Control Delay (s)	-	-	12.2	8.3	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0	-

Excerpt of Planning Commission Hearing on 03/06/2024

Excerpt of comments of Jonathan Kizer at Minute Mark – 0:31:20-

WHO: Amy Hinton = AH
JK – Jonathan Kizer
DC = Dick Conville
RP = Rhoda Pickett

JK	My name is Jonathan Kizer. I did a traffic study for Dennis. I'm here to answer any questions about it.
AH	Could you summarize the traffic study for us.
JK	Mr. Pierce asked me to do a traffic study for this development. My first question is typically who asked you to do a traffic study. MDOT and most jurisdictions have threshold volumes where they require traffic studies that have 100 vehicles per hour for a new development. This development fell below that threshold which is why I was asking him that question. This is the traffic study I looked at the traffic counts on Methodist Boulevard and Weathersby and adjacent intersections and entrances to the subdivision. Looked at the existing signs and striping and made some recommendations about that and connecting access. This proposed development is a very low traffic generator. The peak hour trips were calculated to be 52 trips per hour in the peak hour less than one vehicle per minute. We did not see any capacity issues at the entrance or exits to the subdivision with the adjacent intersection that would be related to the development of this subdivision. I did a follow up request to look at pedestrian issues with the development of the subdivision. One of the general rules of thumb is that 1,000 vehicles per day on a residential street has the threshold where if you get above that level, you don't want to have people backing in and out of driveways directly into a residential street. Even if 100% of the traffic from this phase of the development were to come south and use Cottage Drive, you still would not have that level of travel on Cottage Drive. We would not anticipate the majority of the traffic to come south through the affected intersection rather than go west toward Weathersby and navigate through the west central street and one of the issues of the place was the question about pedestrian safety. With a circuitous route that Hamlet and Cottage Drive have that they don't have long straightaways that allow people to build up, a lot of speed with their vehicles. They are a public right of way. They are public roads intended with access and that's what they are proposed for. If they were private driveways and private roads in the community then there other options there but we see the road functioning as a residential street like many residential streets in a residential neighborhood.
AH	Anybody have questions for Mr. Kizer?
DC	I'm sorry, please repeat your name
JK	Jonathan Kizer
DC	Mr. Kizer on page 8 – recommendations, it says no major street capacity load issues anticipated with the development of the project with 52 single family houses. There

	is considerable additional land for development. What's your assessment with traffic volume with say 50 more. Can you estimate that? Because it's likely to happen.
JK	I haven't run an analysis on that but again you're still talking about a pretty low peak hour volume that you have this other access with roads to the west and some of it has to do with how traffic filters through the neighborhood and I don't see major issues with the number of units that have been proposed.
DC	And when you say traffic count. Does that refer to a specific street or road?
JK	I mean the traffic count at the existing intersection of Cottage Drive and Methodist Boulevard there is a sheet at the end of the report that shows existing traffic flow at Weathersby, Methodist Boulevard, and the north entrance to the mall and Weathersby. Looked at all the peak hour volumes around the subdivision and what movements are going. You have pretty complicated traffic signal there at the mall. It has a little bit of delay at the Turtle Creek mall and circulating roads but north south traffic on Weathersby and westbound traffic on Methodist, we did not see much at all.
DC	Will you repeat those three intersections
JK	And they are shown in the traffic studies with volumes there. It's Cottage Drive at Methodist Boulevard which is sole access to the existing subdivision. Weathersby at Methodist Boulevard, a single access west of the subdivision and then north of that on Weathersby there's access into the shopping mall. (inaudible) so that intersection north of Methodist on Weathersby.
DC	Thank you.
AH	Anybody else have any questions about for Mr. Kizer. Thank you. Did anybody else come to speak in favor of this application?
RP	I did have a question, but I found my answer in your report that went from 6:00 a.m. to 6:00 p.m. for the study, but what days of the week did you do this? Monday through Friday or seven days?
JK	We tracked the traffic specific to a typical weekday when schools are in session. So, just one day, which is standard procedure.
RP	(Inaudible). So, just one day, not seven. What day was that do you remember?
JK	It's got it stated in there, but I don't know off the top of my head. It's on the sheet of paper (inaudible) January 30.

Planning Commission Meeting 03/06/2024

Excerpt of Testimony from Dennis Pierce at Minute mark 58:02 to 59:09

DP	I've been a real estate broker (inaudible) over 40 years and there's a pecking order to values. The highest value is of course the new homes and under that are used homes. As we build the new homes and I assure you we'll get the highest value we can for it, that will raise the value of existing homes and the National Association of Realtors has a chart that show existing homes and new homes and values over the last 20 years how they go together. Rarely does the used home average value exceed the new homes. I think that's a fallacy with the given information. I don't know where the idea is coming from that I can't do what we're doing.

Excerpt of Board Meeting Following Public Hearing on 03/06/2024

Excerpt of comments of Charles Dawe at Minute Mark – 1:01:52-1:03:36

CD	Along the same line as The Cottages because you know I'm in real estate and I've worked with a lot of neighborhoods, where (inaudible) builders will come in and they have built new homes at $90 per square foot and then I've gone in and built a new house and sold it for $155 per square foot and over the course of two years, you continue to build in that same neighborhood at a different dates and now the pre-existing homes that were originally built at $90 per square foot or $89 are now selling at $140 to $150 per square foot with no change to that house that originally sold new at low $90s per square foot in a period of three years, so I completely agree that as long as its within the same line of construction and style and quality of The Cottages at Turtle Creek they will have that positive impact on you know, the property owners' equity but I think the main concern for them is also access. So I'd be interested in that. I wanna know things that aren't necessarily relevant to this proceeding, but I like this plan.

West's Annotated Mississippi Code
Title 21. Municipalities
Chapter 37. Streets, Parks and Other Public Property

Miss. Code Ann. § 21-37-47

§ 21-37-47. Eminent domain

Currentness

The governing authorities of municipalities, and any commission created under legislative act and operating as an agency of any municipality, where necessary or incidental to the functions and purposes of the commission as set out in the legislative act providing for such commission, shall have the power to exercise the right of eminent domain for the following purposes:

1. the laying out of streets, avenues and alleys:

2. the straightening and widening of streets, or changing the grade thereof;

3. the constructing or repairing of sidewalks, sewers, and other improvements;

4. the securing of land for parks, cemeteries, schoolhouses, fire departments, market houses, and for the constructing of any public building;

5. the laying out, constructing, erecting or perfecting of levees, or a system of levees, for the protection of such municipality or any part thereof, or for the protection of any public work or building, and for the constructing or perfecting of its drainage system;

6. the establishing, altering and changing of the channel of streams or water courses or ditches, and the acquiring of land to bridge the same;

7. and in any other case where the land is to be used for public purposes.

Such governing authorities or commission may exercise the right without, as well as within, the corporate limits of the municipality, and this right may be exercised by any municipality or any such commission aforesaid.

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Moreover, any municipality in the state may, in the furtherance of any national defense project, within or without its corporate limits but located within ten miles of the corporate limits of such municipality, purchase or acquire lands connected with such project and in so doing exercise the right of eminent domain, if necessary.

Credits

Laws 1942, Ch. 171, § 2; Laws 1950, Ch. 491, § 128; Laws 1958, Ch. 523, § 1, eff. from and after passage (approved May 6, 1958).

Notes of Decisions (24)

Miss. Code Ann. § 21-37-47, MS ST § 21-37-47
The Statutes and Constitution are current with laws from the 2024 Regular, First, and Second Extraordinary Sessions effective through March 19, 2024. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

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West's Annotated Mississippi Code
Title 21. Municipalities
Chapter 37. Streets, Parks and Other Public Property

Miss. Code Ann. § 21-37-7

§ 21-37-7. Streets and alleys, closing, vacating

Currentness

The governing authorities of municipalities shall have the power to close and vacate any street or alley, or any portion thereof. No street or alley or any portion thereof shall be closed or vacated, however, except upon due compensation being first made to the abutting landowners upon such street or alley for all damages sustained thereby.

Credits

Laws 1950, Ch. 491, § 127, eff. July 1, 1950.

Notes of Decisions (54)

Miss. Code Ann. § 21-37-7, MS ST § 21-37-7
The Statutes and Constitution are current with laws from the 2024 Regular, First, and Second Extraordinary Sessions effective through March 19, 2024. Some statute sections may be more current, see credits for details. The statutes are subject to changes provided by the Joint Legislative Committee on Compilation, Revision and Publication of Legislation.

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243

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WAYNE SMITH
CHANCERY CLERK

STATE OF MISSISSIPPI

COUNTY OF LAMAR

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
COTTAGES OF TURTLE CREEK,Lots 30-58 Phase II. A subdivision

THIS DECLARATION is made this 27th day of Sept, A.D., 2010, by **FLANAGAN CONSTRUCTION COMPANY, INC., a Mississippi Corporation** (hereinafter referred to as Declarant);

WHEREAS, Declarant is the owner of certain real property situated in Lamar County, Mississippi, more particularly described as:

COTTAGES OF TURTLE CREEK PHASE II

which has been filed with the Chancery Clerk of Lamar County, Mississippi, and is recorded in Book 3, Page(s) 354, Slide B-418, of the Plat Records of said County and State, desires to create and develop thereon a residential community with designated common areas and with common facilities, for benefit of the community; hereinafter referred to as the "Property; and

WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Owners and, to this end, desires to subject property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said Property and each Owner thereof; and

WHEREAS, the primary purpose of these covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing and functionally convenient, Declarant has deemed it desirable for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessment and charges hereinafter created; and

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a)"Assessments" shall mean a lot owner's share of. the common expenses from time to time assessed such lot owner by the Association. Assessment or Assessments refer to annual, replacement or special assessment or any combination thereof.

(b)"Association" shall mean and refer to the The Cottages of Turtle Creek Homeownders= Association, Inc., a non-profit corporation, incorporated under the laws of the State of Mississippi for the purpose of effecting the intents and objectives herein set forth, its successors and assigns.

(c)"Board of Directors" or the "Board" shall mean and refer to the Board of Directors of the Association.

(d)"Bylaws" shall mean the bylaws of the Association as they exist from time to time.

(e)"Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all of the property less and except all platted and numbered lots and streets as shown on. the sub-division plat of The Cottages of Turtle Creek, on file and of record in the office of the Chancery Clerk of Lamar County, Mississippi;

(f)"Common Facilities" shall mean all buildings and improvements constructed on any portion of the Common Area.

(g)"Declarant" shall mean and refer to Turtle Creek Properties, L.L.C., its successors and assigns.

(h)"Declaration" shall mean this instrument as it is from time to time amended;

(i) "Dwelling" shall mean a residential dwelling house.

(j)@Green Space" shall mean certain portions of Common Area which are designated to be maintained in its natural condition so that the natural, scenic, and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at Cottages of Turtle Creek may be maintained and enhanced. Such areas are designated as such on the recorded plat. Any Green Space could be used as common ground.

(k)"Invitees" shall mean an owner's tenants, guests, patrons employees or other guests or invitees.

(l)@Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision map or plat of the Property, exclusive of the Common Area, which is designated as a lot therein and which is, or will be improved with a residential dwelling.

(m)"Member" shall mean and refer to each owner as provided herein in Article III.

(n) "Mortgagee" shall mean a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, agency of the United States government, Federal National Mortgage Association, Home Loan Mortgage Corporation or individuals, which owns or which is the holder of a Recorded First Mortgage.

(o)"Owner" or "Property Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the Properties, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(p)"Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(q)"Property" or "Properties" shall mean and refer to the real property now or hereafter made subject to this Declaration.

(r)"Recorded First Mortgage" shall be deemed to mean a mortgage or deed of trust properly recorded in the office of the Chancery Clerk of Lamar County, Mississippi, or other public office designated by the statutes and laws of the State of Mississippi for the recording of mortgages in Lamar County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust.

ARTICLE II
PROPERTY RIGHTS

SECTION 1. OWNERS' EASEMENT OF ENJOYMENT Every Owner shall have the right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

The intention of this property is for it to be an age-restricted residential community as described below. The Declarant will refer enforcement of this right to the Homeowners Association, if the homeowners association fails to enforce the declarant will be held harmless.

The Cottages of Turtle Creek is intended to provide housing for persons 55 years of age or older, each Unit at The Cottages shall be occupied by at least one person 55 years of age or older (qualifying occupany@). No person under 19 years of age shall reside in any Unit for more than 90 days in any calendar year. The provisions for age restriction are in accordance with the Federal Fair Housing Act, as codified in 42 U.S.C.A. Sec 3607.

The Property shall be operated as an age-restricted community in compliance with all applicable federal and state laws. In the event that any qualifying occupant dies or otherwise ceases to reside in the Unit, the Unit may be occupied by such person=s cohabitant or successor in title to the extent permitted by applicable federal and state laws regarding age-restricted communities and provided that at no time shall less than eighty (80%) percent of the Units subject to this Declaration be occupied by single families where at least one member of the family is a qualifying occupany, (at least one person who is 55 years of age or older). The Board may establish policies and procedures from time to time as necessary to maintain The Cottages of Turtle Creek status as an age-restricted community under federal and/or state law and any amendments or additional requirements imposed by federal and/or state law. The Association shall provide, or contract for the provision of, those facilities and services designed to meet the physical and social needs of older persons as may be required under such laws.

(a)The right of the Association, acting by and through its Board of Directors, to levy reasonable

admission and other fees for the use of any community facilities, if constructed by the Homeowners= Association, situated upon the property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(b)the right of the Association to suspend any Member=s voting rights and any Member's right to use the Common Areas and community facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not exceeding sixty(60) days for any infraction of any of the published rules and regulations of the Association; and

(c)the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3rds) of each class of then Members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of Members has been recorded, and

(d)The right of the Association, in accordance with its Charter of Incorporation and By-laws, to borrow money for the purpose of improving the Common Areas and community facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any Common Areas and community facilities, provided, however, that no such borrowing shall be done and no mortgage shall be executed unless and until same has been approved by the vote of at least two-thirds (2/3rds) of each Class; and

(e)the right of the Association to take such steps as are reasonably necessary to protect the Property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(f) the right of the Association to adopt reasonable rates respecting use of the Common Areas and community facilities to reasonably limit the number of guest of members who may use any facilities on the Property; and

(g)the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the number to the use and enjoyment of the Common Areas and community facilities; and

(h)the right of the Association, acting by and through its Board of Directors, to open the Common Areas and community facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such bases as the Board of Directors may from time to time consider appropriate; and

(i)the rights of the Owners of Lots to perpetual easements over and upon any of the Common Areas and community facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the Common Areas or community facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance and reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the Common Areas and community facilities; and

(j)the right of each Member to use the streets, roadways, and vehicular parking areas situated upon Common Areas and community facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and community facilities.

(k)the right to dedicate or grant to Lamar County or such other governmental authority having jurisdiction over the Property, the streets and right-of-ways as shown on the recorded p1at of Cottages of Turtle Creek and all phases and/or additions thereto as annexed pursuant to the provisions of this Declaration. In the event that said streets and right-of-ways have not been dedicated to Lamar County or the governmental authority having jurisdiction over the Property the Association shall have the right to dedicate said streets and right-of-ways to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-way as public streets

SECTION 2. RIGHTS NOT SUBJECT TO SUSPENSION. Notwithstanding anything In this

Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in sub-paragraphs (i) and (j) of SECTION 1 of this Article II for any reason whatsoever.

SECTION 3. DELEGATION OF USE. Any Owner may delegate, in accordance with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family who reside permanently with him, his tenants, or contract purchasers who reside on the Property and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

SECTION 1. MEMBERSHIP. The Members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or hereafter becomes, an Owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

(b)The Association shall have two classes of voting membership:

CLASS A. Class A Members shall be all Members with the exception of Declarant. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

CLASS B. Class B Member(s) shall be the Declarant. The Class B Member(s) shall be entitled to three (3) votes for each Lot owned except as restricted under SECTION 2 hereof. When the total votes outstanding in the Class A to membership equal the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership. Notwithstanding the foregoing, five years from the date of the conveyance of a Lot to a Purchaser, all Class B membership shall cease and be converted into Class A memberships.

SECTION 2. VOTING RIGHTS. Each Member shall have one (1) vote in the election of each officer of the Association. For all other purposes, the voting rights of the Members shall be by class of membership, and shall be as follows, to-wit:

(a)CLASS A MEMBERS. Each person, or other than persons herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A Member of the Association, Class A Members shall be entitled to one (1) vote for each Lot owned.

(b)CLASS B MEMBERS. Each of the persons herein defined as "Declarant," and the nominee or nominees, if any, of each such person, shall be Class B Members of the Association. Class B Members shall be entitled to three votes for each Lot owned.

SECTION 3. MEMBERSHIPS APPURTENANT TO REAL PROPERTY. In every case, the membership of both Class A and Class B Members shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in- any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

SECTION 4.TERMINATION AND REINSTATEMENT OF CLASS B MEMBERS.

If on any one (1) or more occasions all Class B memberships should be terminated, and if after any such termination any one (1) or more of the Declarants, by annexation to the property in accordance with the Declaration, should add additional property to the property heretofore subject to the Declaration, then on each such occasion the status of the Declarants as Class B Members shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time, the Class B membership resulting from such addition shall cease and be converted to Class A membership Following each such reinstatement of the Class B membership, and for so long thereafter as the Class B memberships shall continue to exist, the Declarants, and the nominee or nominees, if any, of the

Declarants, shall have all rights and powers of Class B membership, as herein prescribed.

SECTION 5. OTHER VOTING PROVISIONS. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one (1) of the fee Owners thereof, unless the other Owner or Owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

ARTICLE IV
COVENANTS FOR ASSESSMENTS

SECTION 1. CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. Declarant, for each Lot owned by him within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in ARTICLE IV , SECTION 2, and (2) special assessments for capital improvements as set forth in ARTICLE IV, SECTION 4 such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special individual assessments, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the owner of such property at the time when the assessment fell due.

SECTION 2. PURPOSE OF ASSESSMENTS. The assessment levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and particular for the improvement and maintenance of the Common Areas; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Area, including but in no way limited to the following:

(a)the amount of all operating expenses for operating the Common Areas and Common Facilities and furnishing the services furnished to or in connection with the Common Areas and Common Facilities, including charges by the Association for any services furnished by it; and

(b)the cost of necessary management and administration of the Common Areas and Common Facilities, including fees Paid to any managing agents; and the purpose is to maintain the grass and front beds only.

(c)the amount of all taxes and assessments levied against the Common Areas and Common Facilities; and

(d)the cost of fire and extended coverage and liability insurance on the Common Areas and Common Facilities and the cost of~such other insurance as the Association may place in force with respect to the Common Areas and Common Facilities; and

(e)the cost of garbage and trash collections to the extent provided by the Association, and of utilities and other services which may be provided by the Association, whether for the Common Areas and Common Facilities or for the Lots, or both; and

(f)the cost of maintaining, replacing, repairing and landscaping the Common Areas and Common Facilities (including, without limitation, the cost of maintaining, replacing and repairing the sidewalks, streets, other than those accepted by Lamar County, Mississippi for maintenance) and open areas in the Property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g)the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacement.

SECTION 3. MAXIMUM ANNUAL ASSESSMENT. Until January 1st of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment shall be two hundred dollars ($200.00) per Lot. There shall be an additional, one time assessment of fifty dollars ($50.00) due at the time of the first annual assessment. Association to determine assessment.

(a)From and after January 1st of the year immediately following the conveyance of the first Lot to

248

an Owner, the maximum annual assessment may be -increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b)From and after January 1st of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3rds) of each Class of members who voting in person or by proxy, at a meeting duly called for this purpose.

(c)The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

(d) The Declarant shall be exempt from payment of any annual or special assessment.

SECTION 4. SPECIAL ASSESSMENTS.

(a) Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose.

(b) Special Assessments for Work Performed by Declarant or the Association.

The Association is hereby authorized to access any Lot for cost of all work or activity performed on any such Lot pursuant to ARTICLE VII, SECTION 4 or ARTICLE X, SECTION 15.

SECTION 5. NOTICE AND QUORUM FOR ANY ACTION AUTHORIZED UNDER SECTIONS 3 AND 4. Written notice of any meeting called for the purpose of taking any action authorized under section 3 and 4 shall be sent to all members not less then thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 6. UNIFORM RATE OF ANNUAL AND SPECIAL ASSESSMENTS

Both annual and special assessments for capitol improvements must be fixed at a uniform rate for all Lots and shall be payable as set forth in SECTION 7. Unless two-thirds (2/3rds) of each class of Members and their respective first mortgages (and if their interest be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veterans Administration) have given prior written approval, the Board of Directors of the Association shall not change the pro rata interest or obligations of any Lots (or Owner thereof) for the purpose of levying annual and special capital assessments and charges. The Association may add to the assessments to an individual Lot Owner such additional maintenance expense as may be required to care for such Owner's yard to the extent the extra expense is due to special or extraordinary landscaping beyond that which is normal among the other Owners.

SECTION 7. DATE OF COMMENCEMENT OF ASSOCIATION: DUE DATE. The annual assessments provided for herein shall commence on the date of title transfer. The first assessment shall be prorated as of the date of title transfer, and annual assessments shall be due on January 1st of each year thereafter.

SECTION 8. DUTIES OF THE BOARD OF DIRECTORS WITH RESPECT TO ASSESSMENTS.

(a)The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at the time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b)Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(c)The Board of Directors shall upon demand at any time furnish to any owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment

therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificate.

SECTION 9. EFFECT OF NONPAYMENT OF ASSESSMENT; THE PERSONAL OBLIGATION OF THE OWNER; THE LIEN; REMEDIES OF ASSOCIATION

(a)If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payment of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay each assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessment shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(b)The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, pursuant to ARTICLE XIII, SECTION 7 of the Declaration.

(c)If any assessment or any part thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate per annum which can be charged to individuals and the Association may, at its election, bring an action at law against the Owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereof after giving Notice to the holder of any Recorded First Mortgage as set out in ARTICLE XIII. There shall be added to the amount of such assessment the costs preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

SECTION 10. RESERVES AND REPLACEMENTS. The Association shall establish and maintain a reserve fund for replacement of the Common Area and community facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the Association, and all such amounts may be deposited in any banking institution, or, in the discretion of the Board of Directors, may be invested in obligations fully guaranteed as to principal by the United States of America. The reserve for replacements is for the purpose of affecting the replacement of the Common Areas end community facilities, for major repairs to any sidewalk, parking areas, streets or roadways on the Property, for such equipment replacement, end for startup expense and operating contingencies of a nonrecurring nature related to the Common Areas end community facilities. The Association may establish such other reserve for such other purpose as the Board of Directors may from time to time consider to be; necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, end shall be deemed to be transferred with such Lot.

SECTION 11. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessment provided herein shall be subordinate to the lien of any Recorded First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due from the lien thereof.

SECTION 12. EXEMPT PROPERTY. The following Property subject to this Declaration shall be exempt from the assessments, charges and liens created herein:

(a)All properties dedicated and accepted by the local public authority and devoted to public use.

(b)All areas unplatted or reserved by the Declarant on the recorded plat of the Property.

ARTICLE V.
GENERAL POWERS AND DUTIES OF BOARD

250

OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a)To provide for the care, up keep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(b)To provide for the establishment, assessment, collection, use end expenditures of assessments and carrying charges from the Members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(c)To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d)To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with tee use of the Common Areas and community facilities by the, Members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e)To authorize, in their discretion, the payment of patronage refunds if and when the funds derive from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during then current fiscal year; and

(f)To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g)To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty Loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

(h)To lease and to grant licenses, easements, right-of-way, and other rights of use in all or any part of the Common Areas and community facilities; and

(i)To purchase Lots and so lease, mortgage or convey the same, subject to the provisions of the By-Laws and this Declaration; and

(j)To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

ARTICLE VI
INSURANCE

(a)The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form, and companies, as the Board shall deem advisable to adequately insure the Common Areas and Common Facilities and protect the Owners from and against liability in connection with the Common Area.

(b)All costs, charges and premiums for all insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.

(c)Each Owner shall keep his residence insured at all times for its full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the

Association proof of such coverage. In every case of a loss due to these hazards, each Owner shall promptly repair or rebuild his Lot from the insurance proceeds. Repair or reconstruction of the improvements as used here shall mean restoring the improvements to substantially the same condition which existed prior to the damage.

(d)Each Owner's fire insurance policy shall contain a waiver of subrogation clause; and each Owner shall furnish the Association with a copy of his policy. Each Owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney in his name, place, and stead for the purpose of accomplishing the repair or reconstruction of the improvements in the event the Owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of reconstruction, then the Association may pay the excess and the cost thereof shall become a part of the assessment to which said Lot is subject.

(e)Each Owner shall be responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport or parking space, including decorations, furnishings and personal property stored elsewhere on the Properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

ARTICLE VII.
AD VALOREM PROPERTY TAXES

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes on the Common Area and Common Facilities.

ARTICLE VIII.
ARCHITECTURAL CONTROL

SECTION 1. ARCHITECTURAL REVIEW:

(a) No building, fence, wall, or other structure shall be commenced, erected, placed, altered, or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the proposed plans, including a plot plan showing the proposed location of such building or structure, drives and parking areas, and specifications showing the nature, kind, shape, height, materials, exterior color or finish, landscape plan, and construction schedule shall have been submitted to and approved in writing by the Board, or by an Architectural sub-committee, the Architectural Review Committee, composed of three (3) or more representatives appointed by the Board. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Architectural Review Committee.

(b)Two (2) copies of all plans and related data shall be furnished the Architectural Review Committee. One copy shall be retained by the committee and the other copy shall be retained by the Property Owner or Builder marked "Approved" or "Disapproved". Approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

(c)No approval of plans and specifications, and no publication or architectural standards bulletin shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing than any residence will be built in a good, workmanlike manner. The Board or Committee may require payment of a cash fee, as established from time to time by the Board, to partially compensate for the expense of reviewing plans or related date, at the time they are submitted for review. This paragraph shall not apply to any, Property utilized by a governmental agency or institution.

(d)Refusal of approval of plans, specification, or location may be based by the Architectural Review Committee upon any ground, including purely aesthetic consideration, so long as they are not arbitrary and capricious. Neither the board or the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property Owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Architectural Review Committee or public authorities whether given,

252

granted or withheld.

(e)The Declarant, including its members and their companies, sucessors or assigns shall be exempt from complying with the requirements to have its plans approved by the Architectural Review Committee.

SECTION 2. BUILDING SIZES AND LOCATION

(a)The living area of the main house or residential structure constructed as a one-story residence on any Lot, exclusive of porches and garages shall be not less than 1300 square feet of heated and cooled area. In the case of any residence of more than one story, the requirements as to living area shall be at least 2000 square feet for both stories with not less than 1200 square feet on the ground level.

(b)No residential building shall be erected on any Lot nearer than twenty-five feet (25') from the front lot line, twenty feet (20') from the rear lot line and side lines to be determined by City Site Plan Committee.

SECTION 3. TOPOGRAPHY AND VEGETATION. Topography and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation or any other means without the prior written approval of the Architectural Review Committee.

SECTION 5. RULES AND REGULATIONS, ETC. The Architectural Review Committee may from tine to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architect styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Committee (or any policy, standard, or guideline established by the Committee) may appeal the decision of the Architectural Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors.

SECTION 6. ENVIRONMENTAL HAZARDS.

(a) To secure the natural beauty of the Property, the Architectural Review Committee may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgement, be environmental hazards such as the application of fertilizers and pesticides or other chemicals. Failure of any Property Owner or tenant of The Cottages of Turtle Creek to comply with the requirements of such rules and regulations shall constitute a breach of this Declaration.

(b)The respective Property Owner(s) shall be responsible for complying with all applicable local, state
or federal environmental rules and regulations, including but not limited to use and storage of hazardous materials, storm water runoff, erosion, etc.

(c)The Declarant hereby reserves unto itself, its successors, assigns and agents a perpetual and reasonable right on, over and under all Property in The Cottages of Turtle Creek for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of-such action by the Declarant shall be paid by the respective Property Owner(s) of the property upon which the work is performed, in addition the Property
Owner(s) shall indemnify and hold harmless the Declarant for any costs, fines, assessment or other damages caused
by his or her action or nonaction in complying with any environmental rules or regulations.

SECTION 7. FUTURE SITE CONTROL. To prevent successive "run" or drainage from any Lots, the Declarant and the Architectural Review Committee reserves the right to establish a maximum percentage or Property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Declarant and the Architectural Review Committee shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this nor any other right reserved herein by the Declarant or the

Architectural -Review Committee shall be construed however, to be an obligation of either the Declarant or the Association to take any action.

SECTION 8. WILDLIFE. No hunting or trapping shall be permitted on any portion of the Property except for undesirable wildlife as authorized by the Board of Directors. All Property Owners are encouraged to help maintain a natural environment and habitat for wildlife.

SECTION 9. DRIVEWAYS AND GARAGES. Each residential building shall provide for off street parking in the form of a paved driveway from the street to the garage or carport as approved by the Architectural Review Committee. All driveways shall be constructed of a hard surface material, such as concrete, asphalt, or brick. No gravel or dirt shall be permitted. If a culvert is required for driveway purposes, then the owners shall comply with specifications for the culvert to be provided by the Committee, however, the cost and expense of installing said culvert shall be the responsibility of the lot owner. All garages shall have garage doors installed.

SECTION 10. MAILBOXES The Committee/Declarant has preselected a style of mailbox and requires property owners to select this style for their residences.

SECTION 11. ROOF . The pitch of the main roof should not be less than 8:12 pitch. The Architectural Review Committee or Declarant may approve a lesser pitch if designer can show that it is more appropriate to the proportions of the house. Architectural Style Shingles are required.

SECTION 14. LANDSCAPE. Each home must have their landscaping completed within 60 days of occupancy. This includes, but not limited to, front yard fully sodded, including ditches, back yard seeded, and
plant material in beds.

EASEMENTS

SECTION 1. UTILITY EASEMENTS.

(a)Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Property are reserved by Declarant for itself, its - successors and assigns, the Association and each Owner. Full rights or ingress and egress shall be had by Declarant and its successors and assigns and the Association at all times over the Common Area or any Lot on which an easement has been reserved or granted for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility.

(b)The Association acting by and through its Board of Directors or Declarant may hereafter grant easements for utility purposes for the benefit of the Property or for the benefit of individual lots. Including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and computer type equipment, electrical conduits and wires over, under, along or on any portion of the Property and the ownership of any Lot shall be subject to such easements.

(c)Notwithstanding anything herein expressly or implied to the contrary, this Declaration shall be subject to all easements heretofore or hereafter granted by the Declarant for the installation and maintenance of utilities, sewers, drainage and similar facilities that are necessary or appropriate for the development of the Property.

(d)The above reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any gratings of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installment maintain reasonable standards of health, safety and appearance.

SECTION 2. INGRESS AND EGRESS BY THE ASSOCIATION. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance. with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby

254

shall be repaired by the Association at the expense of the maintenance fund.

ARTICLE X
USE RESTRICTIONS

The Property shall be subject to the following use restrictions:

SECTION 1. USE OF LOTS AND DWELLINGS. Except as permitted by Section 10. hereof, each Lot and dwelling shall be used for residential purposes only, and no trade and business of any kind may be carried on therein.

SECTION 3. SIGNS No signs, advertising or ornaments of any kind shall be maintained or permitted on any property subject to this Declaration without the express written permission of the Architectural Review Committee except for real estate "For Sale" signs, used by the Declarant, Owner, contractor or Owner's Real Estate Agent. The approval of any signs and posters, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall be subject to the right of the Architectural Review Committee to restrict the size, color and content. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration.

SECTION 4. DETACHED BUILDINGS. In addition to the single family dwelling which may be constructed on each Lot, (1) additional permanent detached building may be constructed not to exceed more than two hundred (200) square feet. Any variance in this requirement must be approved prior to commencement of construction by the Architectural Review Committee. All such detached buildings shall be architecturally compatible with the dwelling constructed or to be constructed on the Lot. No such building shall be placed or permitted on any Lot nearer than thirty-five (35) feet to the property line on which the dwelling fronts and meets City permitting.

SECTION 5. TRUCKS, BOATS, MOBILE HOME TRAILERS, OTHER VEHICLES AND TEMPORARY BUILDINGS No truck or vehicle exceeding one (1) ton shall be stored or parked on any Lot, Common Area or other area at any time. All automobiles owned or used by Owners or occupants, other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. No temporary building structure, mobile home or house trailer shall be moved upon or otherwise placed or permitted upon any Lot or Common Area. Recreational Vehicles, including boats, may not be parked on any Lot on which a residence has been constructed for more than 7 days at one time. Unless they are kept inside an enclosed garage.

SECTION 6. UNSIGHTLY CONDITIONS AND NUISANCE. It shall be the responsibility of each Property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon, or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Nocuous or offensive activities shall not be carried on in any Lot dwelling or any part of the Common Areas.

SECTION 7. ANTENNAS No television antenna or other electronic receiving or transmitting device shall be located or placed in or upon any Lot, except there shall be permitted one satellite dish antenna not to exceed 24" in diameter to be placed on the residence or in the rear yard. No dish antenna shall be permitted to be place in the front yard of any lot.

SECTION 8. LIGHTS The design and location of landscape lighting fixtures shall be subject to the approval of the Architectural Review Committee. Neither these or any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structure or grounds of any Lot shall be located, directed or of such intensity to affect adversely the nighttime environment of any adjoining Property.

SECTION 9. PETS. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred, kept, staked or pastured on the Common Area or on any Lot, except dogs, cats, birds or

other household pets which shall be kept and maintained provided they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance. No dogs or other pets shall be permitted to have excretions on any Common Areas, except for areas designated by the Association for such purposes, if any, and Owners shall be responsible to clean-up any such excretions. For purposes hereof, Ahousehold pets@ shall mean dogs, cats, and other animals expressly permitted by the Association, if any. ALL PETS SHALL BE KEPT ON A LEASH WHEN NOT IN THE RESIDENCE OR FULLY ENCLOSED REAR YARD. Pets shall also be subject to all applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household-type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors.

SECTION 10. SALES AND CONSTRUCTION ACTIVITIES. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and its agents, employees, successors and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, dwellings, Common Areas and the additional property, including, without limitations, the installation and operation of sales and construction trailers, offices and dwellings as may be approved by the declarant from time to time, provided that the location of any construction trailers or any assignees of the Declarant's rights under this Section 10 shall be subject to Declarants approval. The right to maintain and carry on such facilities shall contain specifically the right to use dwellings as model residences, and to use any dwellings as office for the sale of Lots and/or dwellings, and for related. activities.

SECTION 11. TIME SHARING/RENTAL . No Lots or Dwellings shall be sold under any time sharing, time interval, or assume of right to use programs. Rental of dwellings are not allowed unless in hardship case, whereby owner must have property listed on the market for sale and the dwelling can be rented for no more than 6 months.

SECTION 12. TRESPASS. Whenever the Association and/or the Declarant is permitted by the declaration to repair, clear, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

SECTION 13. SUBDIVIDED. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant so long as Declarant owns any Lots subject to the Declaration, however, the Declarant hereby expressly reserves unto itself, its successors or assigns the right to replat any Lot or such Lots owned by him, shown on the plat of any subdivision within Property and to take such other steps as are reasonable necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of said replatted Lots. The provisions of this Section 12 shall not prohibit the combining of two or more contiguous Lots into one larger Lot, or making two Lots out of three or more contiguous Lots, provided that each of the resulting Lots are larger and contain a minimum Lot frontage equal to or greater than their original frontage on the Lot having the least frontage before combining said Lots or portions thereof. Only the exterior boundary lines of the resulting larger lot(s) shall be considered in the interpretation of these covenants.

SECTION 14. CERTAIN CONSTRUCTION RIGHTS. The Declarant expressly reserves to itself, its successors, and assigns and any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or expanse across any natural or man made canals, creeks, riding trails, paths, or lagoons in the Property. Nothing in this section shall be construed as placing an affirmative obligation to the declarant to provide or construct any such improvement.

SECTION 15. CERTAIN CONTROLS

(a)To implement effective insect, reptile, and fire control, and vegetation and trash control, the Declarant or the Association, and their successors, assigns and agents, have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on all such property which in the opinion of the Declarant or the Architectural Review Committee distracts from the overall beauty, setting and safety of the Property. The cost of this vegetation and trash control shall be kept as low as reasonably possible and shall be paid by the respective Property Owner. Such entry shall not be made until thirty (30) days after such Property Owner has been notified in writing for the need of such work and unless such

256

Property Owner fails to perform the work within said thirty (30) day period.

(b)The provisions of this section shall not be construed as an obligation on the part of the Declarant or the Association to mow, clear, cut, or prune any property, to provide garbage or trash removal services to perform any grading or landscaping work, construct or maintain erosion prevention devices, or to provide water pollution control on any privately owned property.

(c)Entrance upon Property pursuant to the provisions of this Section 15 shall not be deemed trespass. The rights reserved unto the Declarant and the Association in this section shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purpose of this Declaration.

SECTION 16. COMPLIANCE.

(a) In the event of a violation or a breach of any other restrictions contained in this Declaration by any Property Owner, or agent of such Property Owner other Property Owners, or in any event, jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated to proceed at law or in equity to compel a compliance to the term hereof or to prevent the violation of any breach in any event.

(b)In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated, whenever there shall have been built at any place on the Property any structure which is in violation of these restrictions, to enter upon the Property upon which such violation exists and similarly abate or remove the same at the expense of the Property Owner if, after thirty (30) days written notice of such violation, it shall not have been corrected by the Property Owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorneys fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass.

(c)The failure to enforce any rights, reservations, or restrictions contained in this Declaration, however long continued shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or effect its enforcement. The invalidation by any court of any restrictions of this Declarations shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

SECTION 17. FENCES. All fences must be approved by the Architectural Review Committee, however no chain link fences shall be permitted, and all fences must be in the rear yard area. No fences shall be allowed in the front yard of any lot. Lot owners are to maintain fences on their lots.

SECTION 18. ELECTRICITY. All homes shall be built to current *Comfort Advantage* Standards, or similar standards, then in effect by Pearl River Valley Electric Power Association. If these standards are not met, then the lot owner shall be liable for any fees, assessments or charges levied by Pearl River Valley Electric Valley Association for the installation of the underground utility service across and under each lot.

SECTION 19. UTILITY LOCATION. All utilities will be placed underground.

SECTION 20. CONSTRUCTION COMPLETION. Once construction of a residence or any addition or outside structure has begun, it must be complete and within twelve (12) months.

SECTION 21. PARKING. No vehicle shall be parked on any street or in front of residences on a frequent, regular or permanent basis after construction of a residence is complete.

SECTION 22. FIREARMS. The use of firearms or airguns or BB guns is strictly prohibited on the property.

ARTICLE XI
RULE MAKING

SECTION 1. RULES AND REGULATIONS.

(a) Subject to the provisions hereof, the Boards of Directors may establish reasonable rules and regulations concerning the use of Lots, dwellings end the Common Areas and facilities located thereon. Particularly and without limitations, the Board of Directors may promulgate from time to time rules and regulations which will govern activities which may, in the judgement of the Board of Directors, be environmentally hazardous, such as the applications of fertilizers and pesticides and other chemicals.

(b)Subject to the terms and provisions of this Declaration the Board of Directors may establish regulations, fees and charges from time to time pertaining to use of the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XII.
PROPERTY SUBJECT TO THIS DECLARATION

SECTION 1. THE PROPERTY. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

SECTION 2. PHASE DEVELOPMENT. The Declarant hereby expressly reserves the option and right to add additional lands to this Declaration, pursuant to and subject to the following provisions:

(a)The consent of the Owners shall not be required for the annexation of future phases, and the declarant may proceed with such annexation at his sole option and determination.

(b)Declarant's option to annex future phases shall expire fifteen (15) years after the date of recording this Declaration, if not sooner exercised. Declarant may annex and add to The Cottages of Turtle Creek and include as Property, subject to this Declaration, all or any part of the property described in Exhibit "A", hereinafter sometimes referred to as "future phases". All Lots, common area, Common Facilities and Green Space of said future phases, if and when said future phases or a portion thereof is so annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of this Declaration, the Charter, and By-laws of the Association, and such amendment, restriction, rules and regulations as may be promulgated thereunder. However, the Declarant may at any time prior to the expiration of such period terminate his option to add said phase(s) by recording in the office of the Chancery Clerk of Lamar County, Mississippi, an executed, notarized document terminating this option and notify each Owner of existing Lots of the decision not to add additional phases. Notice shall be by U.S. Certified Mail addressed to each Owner at the address of his Lot or at his last known address.

(c)The Declarant may add future phases at different times in any sequence desired by the Declarant.

(d) In the event that Declarant determines to exercise his option to annex future phases, he shall have the easements as set forth in Article XIV. If future phases have not been annexed within fifteen (15) years from the date of recording of this Declaration, all of Declarant's rights to annex future phases shall terminate

(e) Declarant hereby reserves the right at any time hereafter, prior to the expiration of fifteen (15) years from the date of recording hereof, without joinder or consent of any Owner or Mortgagee, to record an amendment(s) to this Declaration executed by the Declarant to properly reflect the addition of future phases.

(f)The Dechlorinate may make additional lands subject to this Declaration by filing of record a Supplemental Declaration which shall extend the scheme of the Covenants, Conditions, and Restrictions of such Declarations to such property or properties; provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this Declaration, provided, however, in no event shall such Supplemental Declarations otherwise modify the covenants established by this Declaration for the existing Properties.

(g) Any additions made pursuant to this Section 2, when made shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added and grant to all Owners all Property rights set forth in Article II and all easements, privileges and benefits granted by this Declaration to all properties now or hereafter annexed.

(h)The covenants conditions and restrictions of this Declaration shall not affect or apply to any of the real Property described in this Section unless and until such Property or a portion thereof is annexed by this Declaration pursuant to and in compliance with the provisions of the Section 2 of Article XIII. Upon a merger or consolidation of the Association with another Association, as provided in its Articles of Incorporation, its Properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the Properties, rights and obligations of another Association may, (by operations of law, be added to the properties, rights and obligations of another association) be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as on scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by the Declaration except as

258

hereinafter provided.

GENERAL PROVISIONS

(i)Each Owner hereby grants a power coupled with an interest to the Declarant, its successors and assigns to make or consent to the said amendment(s) to the Declaration on behalf of each Owner to add future phases to this Section 2 of Article XII. Title to each Lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint Declarant, its successors and assigns, as their true and lawful attorney-in-fact for the purpose of dealing with the addition of future phases to the Property as herein provided. As attorney-in-fact, the Declarant shall have full and complete authorization, right and power to make, execute and deliver an amendment to this Declaration or By-laws or any other instrument with respect to the interest of a Lot Owner which are necessary and appropriate to exercise the powers herein granted.

(j)Each Owner and each Mortgagee, grantee, heir, personal representative, successor and assign of each Lot Owner, by such persons or entities acceptance of any deed or mortgage or other interest in or with respect to any Lot, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Section 2; (ii) the recording of such amendment to the Declaration and (iii) all of the provisions of each amendment to this Declaration which may hereafter be recorded in accordance with the provisions of this Section 2.

(k)DECLARANT SHALL HAVE NO OBLIGATION TO CONSTRUCT OR ADD FUTURE PHASES TO THE DEVELOPMENT AND DOES NOT WARRANT, REPRESENT OR GUARANTEE THAT FUTURE PHASES WILL BE ADDED TO THE DEVELOPMENT. EACH OWNER AGREES, BY ACCEPTANCE OF A DEED TO A UNIT OR LOT, THAT HE/SHE HAS NOT RELIED ON FUTURE PHASES BEING ADDED TO THE DEVELOPMENT IN PURCHASING HIS/HER LOT.

ARTICLE XIII.

SECTION 1. DURATION The Covenants, Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded in the Office of the Chancery Clerk of Lamar County, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's Office agreeing to abolish the said Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

SECTION 2. AMENDMENTS. Notwithstanding Section 1 of this Article; the Covenants, Conditions and Restrictions of this Declaration may be amended and/or changed in part with the consent of ninety percent (90%) of the Lot Owners (for this purpose each Lot Owner shall have one vote for each Lot owned) if amended and/or changed during the thirty-five (35) year period of this Declaration, and thereafter said Covenants may be amended or terminated with the consent of at least seventy-five percent (75%) of the Lot Owners, and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures. All amendments, if any, shall be recorded in the Office of the Chancery Clerk of Lamar County, Mississippi.

SECTION 3. ENFORCEMENT. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 4. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provision which shall remain in full force and effect.

SECTION 5. HEADINGS. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretations of the Declaration.

SECTION 6. NOTICES TO OWNERS. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the

United States mail, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

SECTION 7. NOTICES TO MORTGAGEES. Notwithstanding any provisions herein to the contrary, the holder(s) of a Recorded First Mortgage on any Lot is entitled to, and shall receive, written notification from the Association of any default by the respective mortgagor/owner in the performance of such mortgagor=s/owner=s obligation(s) as established by this Declaration.

SECTION 8. CONSENT OF HOLDERS OF FIRST DEEDS OF TRUST AND FEDERAL NATIONAL MORTGAGE ASSOCIATION/FEDERAL HOUSING ADMINISTRATION/VETERANS= ADMINISTRATION. During any period when any Lot in the project is encumbered by a Recorded First Mortgage, the Owners, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of all outstanding Recorded Fist Mortgages, and if their interests be affected, the Federal National Mortgage Associations, Federal Housing Administration and the Veteran's Administration.

(a)Abandon, partite, subdivide, encumber, sell or transfer any of the Common Area provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Owners shall not be considered an encumbrance, sale or transfer within the meaning of this Subsection; or

(b)Abandon or terminate this Declaration; or

(c)Modify or amend any material or substantive provision of this Declaration; or

(d)Annex additional properties; or merge or consolidate the Association.

SECTION 9. ADDITIONAL RIGHTS OF MORTGAGEE - NOTICE.

(a)The Association shall promptly notify the holder of the Recorded First Mortgage on any Lot as to which any assessment levied pursuant to the declaration, or any installment thereof, shall become and remain delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify the holder of the Recorded First Mortgage on any Lot as to which there is a default by the Owner with respect to performance of any other obligation under this Declaration which remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Recorded First Mortgage on any Lot, and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. Also, any failure to give any such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities for liens as specified in Article IV hereof.

(b)No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the Recorded First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

(c)Any holder of a Recorded First Mortgage on any Lot upon the Property may pay any taxes, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area. Any holder of a Recorded First Mortgage who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Owners.

(d)No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund assessment.

(e) No amendment to this Declaration shall affect the rights of the holder of any Recorded First Mortgage recorded prior to the recordation of such amendment who does not join in the execution thereof.

(f)The holders, insurers or guarantors of any first mortgage on a Lot in the Property will, upon request, be entitled to: (i) inspect the books and records of the Association during normal business hours; (ii) receive an annual audited financial statement of the Association within ninety days following the end of any fiscal year of the Association; (iii) written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings; and (iv) current copies of this Declaration, the By-laws of the Association and all other rules concerning the Association.

SECTION 10. CAPTIONS AND GENDER. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all

260

genders and the singular shall include the plural.

SECTION 11. RECORD OF MORTGAGE. Any Owner who mortgages his unit shall notify the Association of such fact and shall furnish the Association the name and address of his mortgagee and a copy of his mortgage held by such mortgagee. The mortgagee shall be entitled to notify the Association that such mortgagee holds a mortgage on a Lot. The Board of Directors may maintain such information in a book entitled "Holders of Recorded First Mortgage.@

SECTION 12 NOTICES. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered forty-eight (48) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

ARTICLE XIV.
DECLARANT'S RIGHTS AND RESERVATIONS

SECTION 1. DECLARANT'S RIGHTS AND RESERVATIONS. No provisions in the Charter, By-laws or this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portions of the Property, or to complete improvements or refurbishments (if any) to and on the Common Area or any portion of the Property owned solely or particularly by Declarant or to alter the foregoing or the construction plans and designs, or to construct such additional Improvements or add future phases in the course of development of The Cottages of Turtle Creek pursuant to Article XII, Section 2 of this Declaration as Declarant deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of his business for completing the work and disposing of the Lots by sale, lease or otherwise. Each Owner by accepting a deed to a Lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each Owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a Lot by a purchaser from Declarant to establish on that Lot, common Areas, additional licenses, easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the Property. The Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the Property by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of Property will be required before any amendment to this Article shall be effective while Declarant owns a Lot. Declarant shall be entitled to the non-exclusive use of the Common Area without further cost of access, ingress, egress, use or enjoyment; in order to show the Property to his prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area, which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to this Lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise his rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property.

IN WITNESS WHEREOF DECLARANT HAS CAUSED this instrument to be duly executed on the day and year first above mentioned.

FLANAGAN CONSTRUCTION COMPANY, INC., a Mississippi Corporation and TURTLE

261

By: _____
CRAIG FLANAGAN, President

STATE OF MISSISSIPPI

COUNTY OF LAMAR

PERSONALLY appeared before me the undersigned authority in and for the County and State, on the 27th day of September A.D., 2010, the within named, Flanagan Construction Company, Inc., Craig Flanagan, who acknowledged on oath that he signed, executed and delivered the above and foregoing instrument as the act and deed of said company and after being fully authorized to do so.

_____
Notary Public

AUDREY FAYE LOTT, FORREST COUNTY, MS
NOTARY PUBLIC
My Commission Expires May 11, 2011

My Commission Expires:

262

Cottages of Turtle Creek Phase II

As the owner(s) of the respective lot listed below of the COTTAGES OF TURTLE CREEK SUBDIVISION, PHASE II, Lamar County, Mississippi, we do hereby join in these covenants to indicate our consent and agreement with contents contained therein. We further grant, constitute, and appoint **Craig Flanagan, as President of Flanagan Construction, Inc. a Mississippi corporation, to execute any** necessary documents necessary or required of the Lamar County Board of Supervisors and/or Lamar County Chancery Clerk, to file for record the Declaration of Restrictive Covenants and Building Restrictions of Cottages of Turtle Creek Subdivision, Phase II.

Lot #	Address	Owners	Signature
30	121 Cottage Drive	(FCC)	
31	123 Cottage Drive	Diana L. Little	attached
32	125 Cottage Drive	Karen G. Simmons	Karen G. Simmons
33	127 Cottage Drive	Joyce H. Crawford	Joyce H. Crawford
34	129 Cottage Drive	Jerry B. Pierce Joyce S. Pierce	Jerry B. Pierce Joyce S. Pierce
35	131 Cottage Drive	(FCC)	
36	133 Cottage Drive	Clifton Jack Ramsey, Sr. Carolyn J. Ramsey	Clifton Jack Ramsey Sr Carolyn J. Ramsey
37	135 Cottage Drive	Charles L. Brown Katherine Brown	Charles L. Brown Katherine Brown
38	149 Cottage Drive	Julie Johnston	Julie Johnston
39	151 Cottage Drive	(FCC)	
40	153 Cottage Drive	(FCC)	
41	155 Cottage Drive	Jerry C. Jones Virginia B. Jones	Attached Attached

Lot #	Address	Owners	Signature

263

42	157 Cottage Drive	Barbara J. Hannon	Barbara J. Hannan
43	159 Cottage Drive	(FCC)	
44	15 Hamlett Drive	(FCC)	
45	13 Hamlett Drive	(FCC)	
46	11 Hamlett Drive	(FCC)	
47	9 Hamlett Drive	(FCC)	
48	7 Hamlett Drive	Buddy S. Stuckey Shirley G. Stuckey	attached
49	5 Hamlett Drive	(FCC)	
50	3 Hamlett Drive	(FCC)	
51	2 Hamlett Drive	John H. Thornton Sallie M. Thornton	
52	4 Hamlett Drive	Vernon J. Barre Donna R. Barre	attached
53	6 Hamlett Drive	Travis Mitchell Judy Mitchell	attached
54	8 Hamlett Drive	Cecil G. Sampson Catherine E. Sampson	attached
55	144 Cottage Drive	Kathleen A. Messenger	attached
56	142 Cottage Drive	Bertram K. Jenkins Lillian Jenkins	attached
57	140 Cottage Drive	Jack E. Chachere Helen D. Chachere	
58	138 Cottage Drive	Rich A. Nuss Dawn L. Nuss	attached

*** (FCC) = Flanagan Construction Co.

264

Cottages of Turtle Creek Phase II

As the owner(s) of the respective lot listed below of the COTTAGES OF TURTLE CREEK SUBDIVISION, PHASE II, Lamar County, Mississippi, we do hereby join in these covenants to indicate our consent and agreement with contents contained therein. We further grant, constitute, and appoint **Craig Flanagan, as President of Flanagan Construction, Inc. a Mississippi corporation, to execute any** necessary documents necessary or required of the Lamar County Board of Supervisors and/or Lamar County Chancery Clerk, to file for record the Declaration of Restrictive Covenants and Building Restrictions of Cottages of Turtle Creek Subdivision, Phase II.

Lot #	Address	Owners	Signature
30	121 Cottage Drive	(FCC)	
31	123 Cottage Drive	Diana L. Little	Diana L. Little
32	125 Cottage Drive	Karen G. Simmons	
33	127 Cottage Drive	Joyce H. Crawford	
34	129 Cottage Drive	Jerry B. Pierce Joyce S. Pierce	
35	131 Cottage Drive	(FCC)	
36	133 Cottage Drive	Clifton Jack Ramsey, Sr. Carolyn J. Ramsey	
37	135 Cottage Drive	Charles L. Brown Katherine Brown	
38	149 Cottage Drive	Julie Johnson	
39	151 Cottage Drive	(FCC)	
40	153 Cottage Drive	(FCC)	
41	155 Cottage Drive	Jerry C. Jones Virginia B. Jones	

Lot #	Address	Owners	Signature

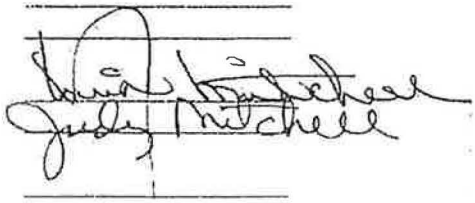
265

Cottages of Turtle Creek Lots 30-58 Phase II

As the owner(s) of the respective lot listed below of the COTTAGES OF TURTLE CREEK SUBDIVISION, PHASE II, Lamar County, Mississippi, do hereby constitute, appoint/agree for; **Craig Flanagan, as President of Flanagan Construction, Inc. a Mississippi corporation to record attached Covenants.**

Lot #	Address	Owners
Lot 30	121 Cottage drive	(FCC)
Lot 31	123 Cottage drive	Diana L. Little_____
Lot 32	125 Cottage drive	Karen G. Simmons_____
Lot 33	127 Cottage drive	Joyce H. Crawford_____
Lot 34	129 Cottage drive	Jerry B. Pierce_____ Joyce S. Pierce_____
Lot 35	131 Cottage drive	(FCC)
Lot 36	133 Cottage drive	Clifton Jack Ramsey Sr. _____ Carolyn J. Ramsey_____
Lot 37	135 Cottage drive	Charles L. Brown_____ Katherine Brown_____
Lot 38	149 Cottage drive	Julie Johnson_____
Lot 39	151 Cottage drive	(FCC)
Lot 40	153 Cottage drive	(FCC)
✓ Lot 41	155 Cottage drive	Jerry C. Jones_____ Virginia B. Jones_____
Lot 42	157 Cottage drive	Barbara J. Hannon_____

266

42	157 Cottage Drive	Barbara J. Hannon	_____
43	159 Cottage Drive	(FCC)	
44	15 Hamlett Drive	(FCC)	
45	13 Hamlett Drive	(FCC)	
46	11 Hamlett Drive	(FCC)	
47	9 Hamlett Drive	(FCC)	
48	7 Hamlett Drive	Buddy S. Stuckey Shirley G. Stuckey	_____ _____
49	5 Hamlett Drive	(FCC)	
50	3 Hamlett Drive	(FCC)	
51	2 Hamlett Drive	John H. Thornton Sallie M. Thornton	_____ _____
52	4 Hamlett Drive	Vernon J. Barre Donna R. Barre	_____ _____
53	6 Hamlett Drive	Travis Mitchell Judy Mitchell	
54	8 Hamlett Drive	Cecil G. Sampson Catherine E. Sampson	_____ _____
55	144 Cottage Drive	Kathleen A. Messenger	_____
56	142 Cottage Drive	Bertram K. Jenkins Lillian Jenkins	_____ _____
57	140 Cottage Drive	Jack E. Chachere Helen D. Chachere	_____ _____
58	138 Cottage Drive	Rich A. Nuss Dawn L. Nuss	_____ _____

*** (FCC) = Flanagan Construction Co.

42	157 Cottage Drive	Barbara J. Hannon	_____
43	159 Cottage Drive	(FCC)	
44	15 Hamlett Drive	(FCC)	
45	13 Hamlett Drive	(FCC)	
46	11 Hamlett Drive	(FCC)	
47	9 Hamlett Drive	(FCC)	
48	7 Hamlett Drive	Buddy S. Stuckey Shirley G. Stuckey	_____ _____
49	5 Hamlett Drive	(FCC)	
50	3 Hamlett Drive	(FCC)	
51	2 Hamlett Drive	John H. Thornton Sallie M. Thornton	_____ _____
52	4 Hamlett Drive	Vernon J. Barre Donna R. Barre	Vernon J. Barre Jr. Donna R. Barre
53	6 Hamlett Drive	Travis Mitchell Judy Mitchell	_____ _____
54	8 Hamlett Drive	Cecil G. Sampson Catherine E. Sampson	_____ _____
55	144 Cottage Drive	Kathleen A. Messenger	_____
56	142 Cottage Drive	Bertram K. Jenkins Lillian Jenkins	_____ _____
57	140 Cottage Drive	Jack E. Chachere Helen D. Chachere	_____ _____
58	138 Cottage Drive	Rich A. Nuss Dawn L. Nuss	_____ _____

*** (FCC) = Flanagan Construction Co.

-268

42	157 Cottage Drive	Barbara J. Hannon	_____
43	159 Cottage Drive	(FCC)	
44	15 Hamlett Drive	(FCC)	
45	13 Hamlett Drive	(FCC)	
46	11 Hamlett Drive	(FCC)	
47	9 Hamlett Drive	(FCC)	
48	7 Hamlett Drive	Buddy S. Stuckey Shirley G. Stuckey	Buddy S Stuckey TT. Trust Shirley G Stuckey TT
49	5 Hamlett Drive	(FCC)	
50	3 Hamlett Drive	(FCC)	
51	2 Hamlett Drive	John H. Thornton Sallie M. Thornton	_____ _____
52	4 Hamlett Drive	Vernon J. Barre Donna R. Barre	_____ _____
53	6 Hamlett Drive	Travis Mitchell Judy Mitchell	_____ _____
54	8 Hamlett Drive	Cecil G. Sampson Catherine E. Sampson	_____ _____
55	144 Cottage Drive	Kathleen A. Messenger	_____
56	142 Cottage Drive	Bertram K. Jenkins Lillian Jenkins	_____ _____
57	140 Cottage Drive	Jack E. Chachere Helen D. Chachere	_____ _____
58	138 Cottage Drive	Rich A. Nuss Dawn L. Nuss	_____ _____

*** (FCC) = Flanagan Construction Co.

269

42	157 Cottage Drive	Barbara J. Hannon	_____
43	159 Cottage Drive	(FCC)	
44	15 Hamlett Drive	(FCC)	
45	13 Hamlett Drive	(FCC)	
46	11 Hamlett Drive	(FCC)	
47	9 Hamlett Drive	(FCC)	
48	7 Hamlett Drive	Buddy S. Stuckey Shirley G. Stuckey	_____ _____
49	5 Hamlett Drive	(FCC)	
50	3 Hamlett Drive	(FCC)	
51	2 Hamlett Drive	John H. Thornton Sallie M. Thornton	_____ _____
52	4 Hamlett Drive	Vernon J. Barre Donna R. Barre	_____ _____
53	6 Hamlett Drive	Travis Mitchell Judy Mitchell	_____ _____
54	8 Hamlett Drive	Cecil G. Sampson Catherine E. Sampson	_____ _____
55	144 Cottage Drive	Kathleen A. Messenger	_____ (granddaughters)
56	142 Cottage Drive	Bertram K. Jenkins Lillian Jenkins	_____ _____
57	140 Cottage Drive	Jack E. Chachere Helen D. Chachere	_____ _____
58	138 Cottage Drive	Rich A. Nuss Dawn L. Nuss	_____ _____

*** (FCC) = Flanagan Construction Co.

270

~~42~~	157 Cottage Drive	Barbara J. Hannon	_____
43	159 Cottage Drive	(FCC)	
44	15 Hamlett Drive	(FCC)	
45	13 Hamlett Drive	(FCC)	
46	11 Hamlett Drive	(FCC)	
47	9 Hamlett Drive	(FCC)	
~~48~~	7 Hamlett Drive	Buddy S. Stuckey Shirley G. Stuckey	_____ _____
49	5 Hamlett Drive	(FCC)	
50	3 Hamlett Drive	(FCC)	
~~51~~	2 Hamlett Drive	John H. Thornton Sallie M. Thornton	_____ _____
~~52~~	4 Hamlett Drive	Vernon J. Barre Donna R. Barre	_____ _____
53	6 Hamlett Drive	Travis Mitchell Judy Mitchell	_____ _____
~~54~~	8 Hamlett Drive	Cecil G. Sampson Catherine E. Sampson	_____ _____
~~55~~	144 Cottage Drive	Kathleen A. Messenger	_____
56	142 Cottage Drive	Bertram K. Jenkins Lillian Jenkins	Bertram K. Jenkins Lillian Jenkins
57	140 Cottage Drive	Jack E. Chachere Helen D. Chachere	_____ _____
58	138 Cottage Drive	Rich A. Nuss Dawn L. Nuss	_____ _____

*** (FCC) = Flanagan Construction Co.

Lot 43	159 Cottage drive	(FCC)	
Lot 44	15 Hamlett drive	(FCC)	
Lot 45	13 Hamlett drive	(FCC)	
Lot 46	11 Hamlett drive	(FCC)	
Lot 47	9 Hamlett drive	(FCC)	
Lot 48	7 Hamlett drive	Buddy S. Stuckey Shirley G. Stuckey	
Lot 49	5 Hamlett drive	(FCC)	
Lot 50	3 Hamlett drive	(FCC)	
Lot 51	2 Hamlett drive	John H. Thornton Sallie M. Thornton	John H Thornton Sallie M. Thornton
Lot 52	4 Hamlett drive	Vernon J. Barre Donna R. Barre	
Lot 53	6 Hamlett drive	Travis Mitchell Judy Mitchell	
✓ Lot 54	8 Hamlett drive	Cecil G. Sampson Catherine E. Sampson	Cecil G Sampson Catherine E Sampson
✓ Lot 55	144 Cottage drive	Kathleen A. Messenger	
Lot 56	142 Cottage drive	Bertram K. Jenkins Lillian Jenkins	
Lot 57	140 Cottage drive	Jack E. Chachere Helen D. Chachere	
Lot 58	138 Cottage drive	Rich A. Nuss Dawn L. Nuss	Richard A Nuss Dawn L Nuss

*** (FCC) = Flanagan Construction Co.

CHANCERY CLERK · LAMAR COUNTY, MISSISSIPPI

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
L.D BOOK 715 PAGE 243
INDEXED ✓ RECORDED ✓ ABSTRACTED
Sharon Herrin D.C

295

FILED

2012 FEB 23 AM 10 42

WAYNE SMITH
CHANCERY CLERK

INDEXING INSTRUCTIONS:

a.) The Cottages of Turtle Creek (Phase I) and
b.) The Cottages of Turtle Creek Phase II, Lamar County, Mississippi.

PREPARED BY:
Terry L. Caves – MS Bar #5937
CAVES & CAVES, PLLC
Post Office Drawer 167
Laurel, MS 39441-0167
Telephone 601-428-0402
Facsimile 601-428-0452

RETURN TO:
Terry L. Caves – MS Bar #5937
CAVES & CAVES, PLLC
Post Office Drawer 167
Laurel, MS 39441-0167
Telephone 601-428-0402
Facsimile 601-428-0452

IN RE: Amendment #2 to Declaration of Covenants, Conditions, and Restrictions of the Cottages of Turtle Creek, Phases I & II.

The Cottages of Turtle Creek
Homeowners Association
President:
NAME: Jack Ramsey
ADDRESS: 133 Cottage Drive
Hattiesburg, MS 39402
TELEPHONE: 601- 579-9336

296

CERTIFICATION OF AMENDMENT TO COVENANTS OF PHASE I & PHASE II OF THE COTTAGES OF TURTLE CREEK

We, JACK RAMSEY and DIANA LITTLE, the duly elected President and Secretary, respectively, of the Homeowners Association of The Cottages of Turtle Creek, Phase I and Phase II, do hereby certify that pursuant to Article XIII, Section 2 as amended a majority of the lot owners consented to amending the existing Covenants of Phase I and Phase II as recorded in the Office of the Chancery Clerk of Lamar County, Mississippi in Book 180 at Page 8 and Book 21J at Page 243 and the amendment approved is as follows:

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said

subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

298

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

300

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced lot next to my name. Said lot is situated within the Cottage of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

302

A copy of the consent of the lot owners is attached hereto and incorporated herein by reference for all purposes. This amendment shall be recorded in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

Witness our signatures on this the 23RD day of February, 2012.

STATE OF MISSISSIPPI
ANGELA LELAND
NOTARY PUBLIC
ID No. 88821
Commission Expires
March 7, 2016
LAMAR COUNTY

THE COTTAGES OF TURTLE CREEK
HOMEOWNERS ASSOCIATION

BY: Jack Ramsey
JACK RAMSEY, PRESIDENT

BY: Diana Little
DIANA LITTLE, SECRETARY

STATE OF MISSISSIPPI

COUNTY OF Lamar

PERSONALLY APPEARED BEFORE me, the undersigned authority in and for the jurisdiction aforesaid, the within named, JACK RAMSEY, as President, and DIANA LITTLE, as Secretary, of The Cottage of Turtle Creek Homeowners Association, a nonprofit corporation, who acknowledged that they signed the above and foregoing instrument on the day and year therein mentioned for an on behalf of said corporation and as its act and deed after first having been duly authorized so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL, this the 23rd day of February, A.D., 2012.

Anita Ward
NOTARY PUBLIC

My Commission Expires:
March 7, 2016

CHANCERY CLERK
LAMAR COUNTY, MISSISSIPPI

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI • LAMAR COUNTY
WAYNE SMITH • CHANCERY CLERK
BOOK 22-F PAGE 295-364
INDEXED — RECORDED — ABSTRACTED
D.C.

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

304

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

306

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

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Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

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Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

308

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Barre, Vernon & Donna	52	Vernon F. Barre Jr	2/12/2012
Crawford, Joyce	33	Joyce W. Crawford	2/13/2012
Hannan, Barbara	42	Barbara D. Hannan	2/13/2012
Harrison, Lee & Jane	8	Lee Harrison	2/15/2012
Johnstone, Harry & Dimple	24	Mrs Harry M. Johnstone	2/13/2012
Messenger, Kathy	55	Kathy Messenger	2/15/12

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

310

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

312

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the

same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

3124

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Hicks, Patricia	53	Patricia Hicks	2-17-12
Morton, Buddy & Glenda	7	Richard E. Morton	2-17-12
Nuss, Rich & Dawn	58	Richard Nuss Dawn Nuss	2/17/12
Thornton, John & Sallie	51	Sallie Thornton	2/17/12
Baygents, Nell	29	Nell L Baygents	
Beasley, Mary	2		

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

316

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

318

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the

same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

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No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

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XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

320

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Bruce, Robert	5	Robert A. Bruce	2-15-12
Burge, Fred & Jane	4	Fred Burge	2-15-12
Carter, Ray & Betty	12		
Hembree, Martha	3	Martha Hembree	2-15-12
King, Aquilla	1	Aquilla King	2-15-12
Brown, Charles & Kathy	37	Charles Brown	2-15-12

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

322

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

324

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the

same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

326

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Carpenter, Carolyn	26	[signature]	02/11/12
Collins, Don & Bonnie	22	[signature]	02/13/12
Giarette, Larry & Bobbie	16	[signature]	2/11/2012
Hall, Beth	15	[signature]	2/10/12
Ireland, Annette	14	[signature]	2/11/12
Mackey, Aline	27	[signature]	2/10/12

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

328

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

330

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the

same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

332

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Meador, Beth	23	Beth Meador	2/13/2012
Pearce, Sarah	28	Sarah Pearce	2/13/12
Sampson, Catherine	54	Catherine E. Sampson	2-13-2012
Chachere, Jack & Helen	57	Jack + Helen Chachere	2/11/2012
Jenkins, Bert & Lillian	56	Bert + Lillian Jenkins	2-13-12
Johnston, Julie	38	Julie Johnston	2/13/12

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

334

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

336

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the

same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

338

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Jones, Jerry & Virginia	41		2/14/12
May, Judy	40	Judith May	2-21-12
Pierce, Jerry & Joyce	34	Joyce Pierce	2/21/12
Raulston, Pat	39	Pat Raulston	2/21/12
Stuckey, Bud & Shirley	48	Buddy J Stuckey II	2/22/12
Thomas, Betty	43	Betty Thomas	2/14/12

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

340

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

342

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the

same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

344

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Baylis, Gerald & Marie	11	Gerald Baylis	2/14/12
Curtis, Aline	19	Aline L. Curtis	2/14/12
Evans, Chester & Mary	13	Mary Evans by Aline L. Curtis	2/21/12
Lowe, Rachel J.	9	Rachel J. Lowe	2/14/12
Johnson, Ann	21	Ann Johnson	2/21/12

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

346

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

348

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the

same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

350

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Lovering, Jean	6	Jean Lovering	2-14-12
Mangum, Lorene	20	Lorene J. Mangum	2/14/12
Nicholas, George & Sandy	10	[signature]	2/14/12
Watrous, Lois	25	Lois Watrous	2/12/12
Blount, Dit & Jean	18	Dit Blount	2-14-12
Carroll, Bobby & Sylvia	44	[signature]	2-14-12

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

The purpose of this amendment is to correct scrivener's errors and omissions in the original Declaration of Covenants for Phase I and Phase II, Lots 1 – 58 of said Subdivision and combine them into one set of Covenants. The original Covenants for Phase I was filed January 10, 2006 with the Chancery Clerk of Lamar County, Mississippi in Book 18D at page 8. The original Covenants for Phase II were filed September 27, 2010 with the Chancery Clerk of Lamar County, Mississippi in Book 21J at Page 243.

The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

352

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

V.

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

SECTION 1. POWERS AND DUTIES. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have all the power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws may be exercised and done only by the members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

354

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the

same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

Lots 1 through 58 in the subject property shall be known, described and used as residential lots. No structures may be erected, altered, replaced, situated or permitted to remain on any of said lots that will distract from the natural setting of the subdivision. There is to be no deviation to the basic structure and style of current homes in the subdivision.

IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

356

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Good, Jerry & Frances	46		2/12/12
Hickman, Harry & Carol	17		2/12/12
King, David & Carole	50		2/12/12
Minton, Judy	35		2-12-12
Ramsey, Jack & Carolyn	36		2/12/12
Little, Diana	31		2/12/12

AMENDMENT #2 TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF THE COTTAGES OF TURTLE CREEK, PHASES I & II

The Declaration of Covenants, Conditions, and Restrictions of The Cottages of Turtle Creek are hereby amended as follows:

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The Cottages of Turtle Creek Subdivision Phase I and II is an exclusive Retirement Community. These amended building restrictions and protective covenants are intended to keep our community safe and protect our lifestyle and borders. The covenants shall run with the land and title thereto and shall be binding on all parties owning or claiming through them by purchase, inheritance or otherwise for a period of ten (10) years from this date, and upon the expiration of said initial period of ten (10) years, said covenants shall automatically be extended and remain operative for an additional ten (10) years unless by a majority vote of the owners of said lots it is agreed to change these building restrictions and protective covenants in whole or in part or to set the same aside entirely. These Amended Covenants are subject to future amendments with the approval of the majority of the homeowners.

KNOW ALL BY THESE PRESENT: That the undersigned, being the owners of that certain property situated in the County of Lamar, State of Mississippi, to-wit:

The Cottages of Turtle Creek Subdivision
Phases I and II

which has been filed with the Chancery Clerk of Lamar County, Mississippi and is recorded in Book 3 at page 254, Slide 318 for Phase I and Book 3 at page 354, Slide 418 for Phase II of the Plat Records of said County and State, and attached to this document as Exhibit "A" and Exhibit "B" do hereby agree and covenant with the current owners and future owners of all lots in said subject property according to the attached plats, reference to which is hereby made, that the following amended Protective Covenants shall apply to the property in said subdivision.

All of the terms and conditions set forth and contained herein shall be specifically governed and enforced by the Cottages of Turtle Creek Homeowners Association, hereinafter referred to as The Homeowners Association, a non-profit Mississippi Corporation #890166, formed April 10, 2006. Any person obligated under these amended covenants who violates or attempts to violate any or part of them shall be held accountable to the Homeowners Association for proper remedies, including legal remedies.

358

I.

This property shall be operated as an age-restricted community in compliance with all Federal and Mississippi State laws and where at least one person occupying each dwelling is 55 years of age or older. In the event a qualifying occupant dies or otherwise ceases to reside in the dwelling, the dwelling may be occupied by such person's cohabitant or successors in title to the extent permitted by applicable laws regarding said age-restricted communities.

II.

Common areas and Green Spaces as referenced on plats in Exhibit "A" and Exhibit "B" attached hereto are owned by the Homeowners Association and are for the common use and enjoyment of the owners. Common areas and Green Spaces as referenced in Exhibit "A" and Exhibit "B" attached hereto are for the enjoyment of homeowners and their guests only. Maintenance of said areas, with the exception of the creek, will be maintained by the Homeowners Association.

III.

The boundaries and borders enclosing and distinguishing The Cottages of Turtle Creek Subdivision, Phases I and II as evidenced, approved and recorded in the Chancery Clerk's Office of Lamar County and in Plat Book 3, Page 254, Slide 318 and Plat Book 3, Page 354, Slide 418 attached hereto as Exhibit "A" and Exhibit "B" are not to be changed or compromised in any way by any future development or other means without the knowledge and expressed written consent of the majority of the homeowners within said subdivision.

IV.

The Members of the Homeowners Association shall consist of every person who is, or hereafter becomes, an owner of record of the fee simple title to a lot. When more than one person holds an interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such lot. Each member shall have one vote in the election of the Board of Directors and each member shall have one vote in the election of each officer of the Association.

A membership shall not be held, assigned, or transferred, pledged, hypothecated, encumbered, conveyed, or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance or alienation of a lot to which the membership is appurtenant. If the fee title to a particular lot is owned of record by more than one person, then the vote appurtenant to such lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said lot shall not be counted.

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(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditures of assessments and carrying charges from the members, and for the filing and enforcement of liens thereof in a manner consistent with law and the provisions of the By-laws and this Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide service on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community facilities by the members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and the provisions of the By-Laws and this Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the current fiscal year; and

(f) To purchase insurance upon the Common Areas and community facilities in a manner provided for in the By-Laws and this Declaration; and

(g) To repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration and otherwise improve the Common Areas and community facilities; and

360

(h) To purchase lots and so lease, mortgage or convey the same, subject to the provisions of the By-laws and this Declaration; and

(i) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

VI.

CREATION OF THE LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS

Each owner of a lot within the properties governed by these Covenants hereby covenants and agrees and each purchaser of any lot by acceptance of a deed therefore, whether or not it shall be solely expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association annual maintenance assessments or charges and/or special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as approved by the Board of Directors. The annual maintenance and special individual assessments, together with such interest thereon and cost of the collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment together with such interest thereon and cost of collection thereof shall also be the continuing personal obligation of the person who was the owner of such property at the time the assessment fell due.

The assessment levied by the Board of Directors shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residence of the properties, and particularly for the improvement and maintenance in the Common Areas; and for paying costs of labor, equipment (including expense of leasing equipment) and material required for management and supervision of the Common Area and Green Spaces

In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of the construction, reconstruction, repair, or replacement of capital improvements upon the Common Area and Green Spaces including fixtures and personal property related thereto provided that any such assessment shall have the consent of a majority of the members who were voting in person or by proxy at a meeting duly called for this purpose.

VII.

Annual dues for each lot owner shall be assessed by the Homeowners Association Board of Directors and are due on January 1 of each year and becoming delinquent on March 1 of the

same year. It is the right of the Homeowners Association to place a lien on any property that is delinquent in said annual dues. Any lot owner delinquent in payment of assessment shall not be entitled to vote on any Homeowners Association business.

VIII.

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IX.

Each lot owner shall maintain the appearance of their property in an orderly and attractive condition. All grass, flowers, and shrubbery shall likewise be kept in an orderly fashion. Trash cans are to be put away from lot curbs within a 24 hour period of trash pick-up.

X.

No trash, leaves, ashes, or other refuse, including domestic animal droppings may be thrown or dumped on any lot, including empty ones or common areas. No items are to be disposed of or littered on any streets or driveways within subdivision. No fire hazard(s) allowed, including explosive material, fireworks, bonfires, or other potential items that could start a fire.

XI.

No private or public nuisance, including loud noises, unlawful activity, or unseemly conduct of any kind may be created or maintained upon any of said lots or common areas. The speed limit on all streets in the subdivision is 20 miles per hour and must be adhered to at all times.

XII.

No animals including livestock, reptiles, or poultry of any kind shall be housed, raised or kept on any lot, either temporarily or permanently except commonly accepted domestic household pets. All pets must be on a leash if outside of homeowner's property line.

XIII.

No commercial type vehicle shall be stored or parked on any lot except in a closed garage. No mobile home, trailer, or camper shall be stored or parked permanently on any lot or street except in a closed garage. Temporary parking is permitted for a two week period and must be in the driveway of lot owner's home.

362

XIV.

No antenna or electronic receiving or transmitting device is permitted on any lot except one satellite dish not to exceed 24" in diameter, which must be in back yard.

XV.

If the members and their successor in title or any of them, or their heirs, successors, or assigns, or anyone attempting to use any of the properties contained within the covenants, shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Homeowners Association or any person or persons owning any of said property, situated in said subdivision to prosecute any proceedings at law or equity against the person or persons violating or attempting to violate any such covenant.

Invalidation of any of these covenants by judgment or court order, shall in no way effect the remaining provisions and covenants, all of which shall remain in full force and effect.

All of the provisions of the original Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II are terminated, void, and of no force and effect and that the Declaration of Covenants, Conditions and Restrictions of The Cottages of Turtle Creek, Phase I and Phase II, shall consist solely of Amendment #1 and Amendment #2.

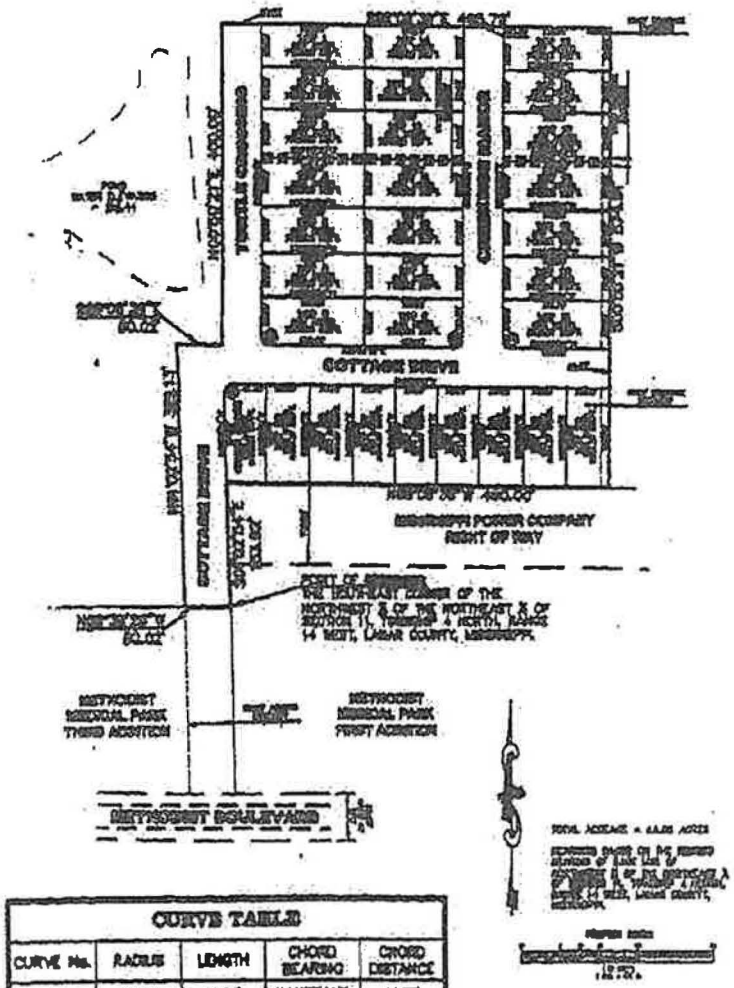
The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

By my signature below, I declare that I am the lawful owner or Trustee of referenced Lot next to my name. Said Lot is situated within the Cottages of Turtle Creek Subdivision, Phase I or II, Hattiesburg, Lamar County, Mississippi.

NAME	LOT	SIGNATURE	DATE
Flanagan Construction, Inc.	30	Craig Flanagan, President	
Flanagan Construction, Inc.	45	Craig Flanagan, President	
Flanagan Construction, Inc.	47	Craig Flanagan, President	
Flanagan Construction, Inc.	49	Craig Flanagan, President	
Karen Simmons	32	Karen Simmons	2-13-2012

363

COTTAGES OF TURTLE CREEK SUBDIVISION



CURVE TABLE				
CURVE No.	RADIUS	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	[illegible]	[illegible]	[illegible]	[illegible]
C2	[illegible]	16.77'	[illegible]	14.14'
C3	[illegible]	16.77'	[illegible]	14.14'
C4	[illegible]	16.71'	[illegible]	14.14'

STATE OF MISSISSIPPI, COUNTY OF LAMAR

[illegible]

STATE OF MISSISSIPPI, COUNTY OF LAMAR

[illegible]

STATE OF MISSISSIPPI, COUNTY OF LAMAR

[illegible]

STATE OF MISSISSIPPI, COUNTY OF LAMAR

[illegible]

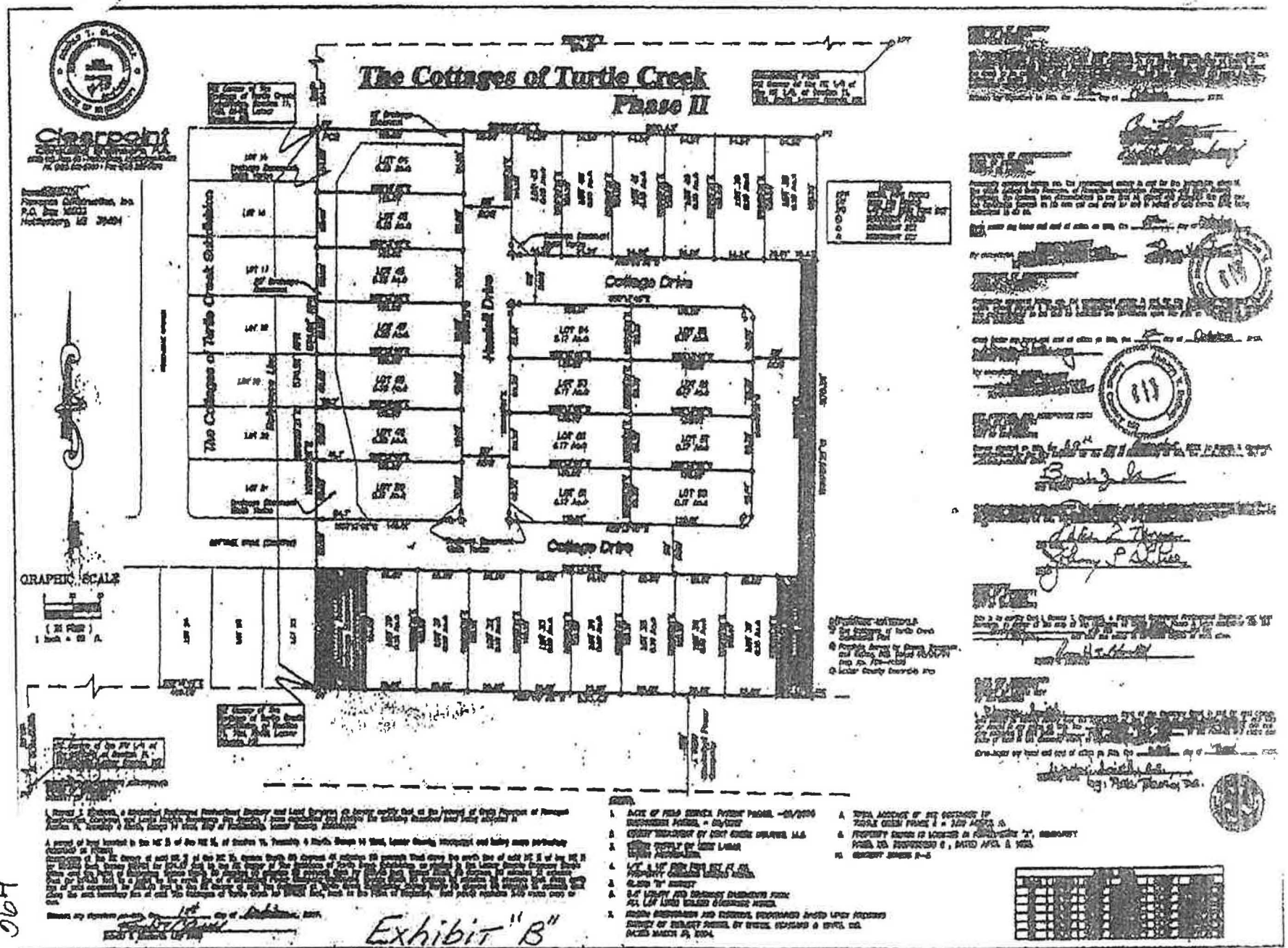
STATE OF MISSISSIPPI, COUNTY OF LAMAR

[illegible]

STATE OF MISSISSIPPI, COUNTY OF LAMAR

[illegible]

Exhibit "A"


The Cottages of Turtle Creek
Phase II
College Drive
Arnold Drive
College Drive
GRAPHIC SCALE
Exhibit "B"

364

182 So.3d 471
Court of Appeals of Mississippi.

Charles GALLAGHER and Anita Gallagher, Appellants
v.
CITY OF WAVELAND, Mississippi, Appellee.

No. 2013–CP–00273–COA
|
May 19, 2015.
|
Rehearing Denied Oct. 27, 2015.
|
Certiorari Denied Jan. 21, 2016.

Synopsis
Background: Landowners who lived on the same road as entrance to proposed subdivision appealed city's approval of proposed preliminary plat. The Circuit Court, Hancock County, Roger T. Clark, J., affirmed. Landowners appealed.

Holdings: The Court of Appeals, en banc, Griffis, P.J., held that:

[1] it had subject-matter jurisdiction over appeal, and

[2] decision to approve preliminary plat was not arbitrary and capricious or against the substantial evidence.

Affirmed.

Carlton, J., dissented and filed opinion in which Barnes, and James, JJ., joined, and Irving, P.J., joined in part.

West Headnotes (12)

[1] **Zoning and Planning**⇨Record. assignment of errors and briefs

414Zoning and Planning
414XJudicial Review or Relief
414X(E)Further Review
414k1742Record, assignment of errors and briefs

Court of Appeals had subject-matter jurisdiction over appeal by landowners, whose property was on the same road as entrance to proposed subdivision, of city's approval of proposed preliminary plat, where the circuit court found that the bill of exceptions contained all pertinent and important facts and documents, and constituted a complete record on which the court could intelligently act.

1 Case that cites this headnote

[2] **Appeal and Error**⇨Determination of questions of jurisdiction in general

30Appeal and Error
30IINature and Grounds of Appellate Jurisdiction
30k23Determination of questions of jurisdiction in general

A reviewing court must be constantly aware of questions of its jurisdiction to proceed and must be prepared to decide a question pertaining to jurisdiction at any time, even if the court must raise the issue on its own motion.

[3] **Appeal and Error**⇨Extent of review in general

30Appeal and Error
30XRecord
30X(C)Necessity of Bill of Exceptions, Case, or Statement of Facts
30k544Decisions Not Otherwise Reviewable
30k544(2)Extent of review in general

The bill of exceptions serves as the record on appeal, and the circuit court may only consider the case as made by the bill of exceptions.

2 Cases that cite this headnote

issues. Rules App.Proc., Rule 10(b).

[4] **Appeal and Error**⇐Decisions Not Otherwise Reviewable

30Appeal and Error
30XRecord
30X(C)Necessity of Bill of Exceptions, Case, or Statement of Facts
30k544Decisions Not Otherwise Reviewable
30k544(1)In general

A proper bill of exceptions on appeal is necessary to confer jurisdiction on the appellate court.

1 Case that cites this headnote

[5] **Administrative Law and Procedure**⇐Review limited to administrative record in general

15AAdministrative Law and Procedure
15AIVJudicial Remedies and Review
15AIV(B)Proceedings in General
15Ak1625Record
15Ak1629Review limited to administrative record in general
(Formerly 15Ak676)

Appellate review of an agency's decision is limited to the record and the agency's findings.

[6] **Zoning and Planning**⇐Record, assignment of errors and briefs

414Zoning and Planning
414XJudicial Review or Relief
414X(E)Further Review
414k1742Record, assignment of errors and briefs

Bill of exceptions served as the entire record in appeal by landowners, whose property was on the same road as entrance to proposed subdivision, of city's approval of proposed preliminary plat, and, thus, landowners were not required to file a separate statement of the

[7] **Zoning and Planning**⇐Preservation before board or officer of grounds of review

414Zoning and Planning
414XJudicial Review or Relief
414X(A)In General
414k1592Preservation before board or officer of grounds of review

Court of Appeals can only address issues raised before the planning and zoning board, not issues raised on appeal for the first time.

[8] **Zoning and Planning**⇐Streets and roads; traffic considerations

414Zoning and Planning
414VIIIPermits, Certificates, and Approvals
414VIII(A)In General
414k1379Maps, Plats, and Plans; Subdivisions
414k1383Grounds for Grant or Denial; Conformity to Regulations
414k1383(2)Streets and roads; traffic considerations

Zoning board's decision to approve preliminary plat for new subdivision that had its entrance on the same street as landowners' property was not arbitrary and capricious or against the substantial evidence; although comprehensive plan provided that traffic should divert onto main collector streets; plan and ordinances focused on maintaining and protecting existing subdivisions while encouraging the development of new subdivisions, as well as account for streets within new subdivisions.

[9] **Zoning and Planning**⇐Decisions of boards or officers in general
Zoning and Planning⇐Illegality
Zoning and Planning⇐Substantial evidence in

general

414Zoning and Planning
414XJudicial Review or Relief
414X(C)Scope of Review
414X(C)1In General
414k1627Arbitrary, Capricious, or Unreasonable Action
414k1631Decisions of boards or officers in general
414Zoning and Planning
414XJudicial Review or Relief
414X(C)Scope of Review
414X(C)1In General
414k1635Illegality
414Zoning and Planning
414XJudicial Review or Relief
414X(C)Scope of Review
414X(C)4Questions of Fact
414k1698Substantial evidence in general

In matters involving zoning decisions by boards of supervisors, the order of the governing body will not be set aside unless it is clearly shown to be arbitrary, capricious, discriminatory, or that it is illegal, or without a substantial evidentiary basis.

[10] **Zoning and Planning**⇐Decisions of boards or officers in general

414Zoning and Planning
414XJudicial Review or Relief
414X(C)Scope of Review
414X(C)1In General
414k1627Arbitrary, Capricious, or Unreasonable Action
414k1631Decisions of boards or officers in general

In matters involving zoning decisions by boards of supervisors, an act is arbitrary and capricious when it is done at pleasure, without reasoned judgment, or with disregard for the surrounding facts and circumstances.

[11] **Municipal Corporations**⇐Plats, additions, and subdivisions made by landowners
Zoning and Planning⇐Particular Uses or Restrictions

268Municipal Corporations
268ICreation, Alteration, Existence, and Dissolution
268I(B)Territorial Extent and Subdivisions, Annexation, Consolidation, and Division
268k43Plats, additions, and subdivisions made by landowners
414Zoning and Planning
414IIIModification or Amendment; Rezoning
414III(A)In General
414k1158Particular Uses or Restrictions
414k1159In general

Statute requiring that all streets, roads, alleys, and other public ways set forth and shown on subdivision map or plat be thereby dedicated to the public use contemplated the necessity of public-use roads in subdivisions, and did not require rezoning when a new subdivision included an access road. West's A.M.C. § 17–1–23(3).

[12] **Zoning and Planning**⇐Construction by board or agency

414Zoning and Planning
414VConstruction, Operation, and Effect
414V(A)In General
414k1211Extrinsic Aids to Construction
414k1213Construction by board or agency

Local authorities' construction of zoning ordinances is given great weight unless their construction is manifestly unreasonable.

Attorneys and Law Firms

*473 Charles Gallagher, Anita Gallagher, appellants, pro se.

Gary McKay Yarborough Jr., Saint Louis, attorney for appellee.

EN BANC.

Opinion

GRIFFIS, P.J., for the Court:

¶ 1. Charles and Anita Gallagher appeal the ruling of the Hancock County Circuit Court that affirmed the decision of the City of Waveland to approve a proposed preliminary plat for a subdivision. We find no error and affirm.

FACTS AND PROCEDURAL HISTORY

¶ 2. In 2010, KBM LLC submitted a preliminary plat for a planned subdivision in Waveland, Mississippi. KBM intended to create a seventeen-lot subdivision on an area of land between Mollere Drive and Central Avenue.

¶ 3. KBM submitted the plan to the Planning and Zoning Board requesting approval of the subdivision, an extension of the cul-de-sac variance from 600 feet to 1,213 feet, and approval of an extended construction time from one year to five years.

¶ 4. The planning board approved KBM's requests, except the planning board allowed for a two year construction-time extension rather than the requested five years, and recommended approval of the preliminary plat to the City's Board of Aldermen (the "Board").

¶ 5. On May 24, 2010, the Board held a public hearing regarding final approval of KBM's preliminary plat. The Gallaghers, along with others who lived along Mollere Drive, attended the hearing and opposed final approval of the preliminary plat until KBM and the City provided further information.

¶ 6. The Gallaghers' primarily objected to a change from KBM's initial plan. KBM originally placed the entrance to the proposed subdivision on one side of the land, which led onto Central Avenue, but changed the entrance to Mollere Drive. On June 1, 2010, the Board approved the preliminary plat with the entrance to the subdivision on Mollere Drive.

¶ 7. On June 11, 2010, the Gallaghers and others residents on Mollere Drive[1] filed a notice of appeal and a proposed bill of exceptions in the Circuit Court of Hancock County. The Gallaghers submitted a motion for a writ of mandamus and motion to compel in order to get certain documents from the City and to get the City to either sign their proposed bill of exceptions or agree to an amended version to continue with the appeals process. The *474 Gallaghers submitted an amended bill of exceptions to the circuit court without agreement from the City.

¶ 8. On March 13, 2011, the City filed its motion to dismiss and to strike the Gallaghers' motion for a writ of mandamus. The circuit court issued an order on March 28, 2012, which dismissed the City's motions and required the City and the Gallaghers to submit an agreed bill of exceptions within thirty days of the order.

¶ 9. The parties, however, could not agree. The City submitted its bill of exceptions on April 27, 2012. The Gallaghers followed with a second amended bill of exceptions on April 30, 2012.

¶ 10. The circuit court signed an agreed order on May 3, 2012, to extend the time for the parties to agree on a bill of exceptions. However, on May 17, 2012, the City submitted a motion to declare the City's bill of exceptions as the record and a motion to strike the Gallaghers' bills of exceptions. The circuit court, on June 18, 2012, issued an order, which adopted the City's bill of exceptions as the record.

¶ 11. The circuit court affirmed the decision of the City and Board on January 11, 2013. The Gallaghers argue on appeal that (1) the bill of exceptions adopted by the circuit court was inadequate; (2) the Board's approval of the preliminary plat was arbitrary and capricious; (3) the Board improperly rezoned two residential lots; (4) the Board improperly approved a deficient proposed preliminary plat; and (5) the Board's decision deprived the Gallaghers of their statutory and constitutional due-process rights.

ANALYSIS

I. Whether this Court has subject-matter jurisdiction to hear the merits of this case.

¶ 12. There are two issues about this Court's jurisdiction over this appeal. First, as is often the case in appeals such as this, the preparation and production of a record, i.e., the bill of exceptions, created a controversy. The Gallaghers maintain that the bill of exceptions adopted by the circuit court omitted several documents that require review by this Court. Second, the City argues that the Gallaghers failed to preserve any issues in this appeal when the notice of appeal omitted a statement of issues.

A. The Bill of Exceptions

[1] [2] ¶ 13. Though neither the Gallaghers nor the City argues this Court lacks jurisdiction regarding the bill of exceptions, "[this Court] must be constantly aware of questions of [its] jurisdiction to proceed and must be prepared to decide a question pertaining to jurisdiction at any time, even if the court must raise the issue on its own motion." *McKee v. City of Starkville,* 97 So.3d 97, 100–01 (¶¶ 10–11) (Miss.Ct.App.2012) (quoting *Dunaway v. Dunaway,* 749 So.2d 1112, 1120 (¶ 25) (Miss.Ct.App.1999)).

¶ 14. Mississippi Code Annotated section 11–51–75 (Rev.2012) mandates that an appeal from a board decision occur "within ten (10) days from the date of adjournment at which session the board of supervisors or municipal authorities rendered such judgment or decision, and may embody the facts, judgment and decision in a bill of exceptions...."

[3] [4] [5] ¶ 15. "The bill of exceptions serves as the record on appeal, and the circuit court may only consider the case as made by the bill of exceptions." *McKee,* 97 So.3d at 100(8) (quoting *Wilkinson Cnty. Bd. of Sup'rs v. Quality Farms Inc.,* 767 So.2d 1007, 1011 (¶ 11) (Miss.2000)). "[A] proper bill of exceptions on appeal is necessary to confer jurisdiction on the appellate court." *475 *Wilkinson Cnty. Bd. of Sup'rs,* 767 So.2d at 1012 (¶ 14) (citation omitted). Further, "[a]ppellate review of an agency's decision is limited to the record and the agency's findings." *Miss. Waste of Hancock Cnty. Inc. v. Bd. of Sup'rs of Hancock Cnty.,* 818 So.2d 326, 330(6) (Miss.2001) (citation omitted).

¶ 16. Similar to *Wilkinson County* and *McKee,* this case involves a dispute over the proper bill of exceptions. While the court in *Wilkinson County* dismissed the appeal for lack of subject-matter jurisdiction due to a defective bill of exceptions, this Court allowed an appeal to proceed on a technically defective bill of exceptions in *McKee.*

¶ 17. In *McKee,* this Court distinguished the case from *Wilkinson County* when it ruled:

> While neither McKee nor the City complied with the procedural requirements set forth in *Wilkinson,* the bills of exceptions filed with the circuit court contained the "pertinent and important facts and documents" and constituted "a record upon which (the court could) intelligently act." *Wilkinson,* 767 So.2d at 1012 (¶ 14). Furthermore, the supreme court has previously addressed the merits of an appeal where there were two bills of exceptions before the circuit court—one filed by local residents without the mayor's signature and another filed by the Board of Aldermen with the mayor's signature. *See Hall v. City of Ridgeland,* 37 So.3d 25, 32 (¶ 17) (Miss.2010). Therefore, under these facts, we decline to dismiss for lack of subject matter jurisdiction.

McKee, 97 So.3d at 101(11).

¶ 18. Thus, this Court found when the bill of exceptions contains "all pertinent and important facts and documents," and constitutes a complete record on which the court could intelligently act, the appeal will not be dismissed for lack of subject-matter jurisdiction.

¶ 19. The circuit court adjudicated the question of the proper bill of exceptions and determined the City's bill of exceptions contained only the information presented to the Board to which the circuit court was limited. *See Byram 3 Dev. Inc. v. Hinds Cnty. Bd. of Sup'rs,* 760 So.2d 841, 843(5) (Miss.Ct.App.2000) ("An appeal from a decision of the board of supervisors on a zoning matter is strictly limited to the record of what occurred before the board as contained in the bill of exceptions.").

¶ 20. Because the circuit court determined the proper bill of exceptions and this Court's review is limited, we find subject-matter jurisdiction proper and this issue without merit.

B. The Preservation of Issues for Appeal

[6] ¶ 21. The City maintains the Gallaghers failed to preserve any issue for appeal when the notice of appeal did not specifically set out the issues. In support of its proposition, the City cites Mississippi Rule of Appellate Procedure 10(b)(4), which states:

> *[U]nless the entire record,* except for those matters identified in (b)(3) of this Rule, *is to be included, the appellant shall ... file a statement of the issues the appellant intends to present on the appeal* and shall serve on the appellee a copy of the designation and of the statement.

(Emphasis added).

¶ 22. The City misconstrues the applicability of Rule 10(b) when a bill of exceptions is filed. In this case, the bill of exceptions, while not finalized until well after the

ten-day requirement for an appeal from the Board decision, served as the entire record on appeal. Based on this reading of the rule, the Gallaghers were *476 not required to file a separate statement of the issues when they appealed the entire record.

¶ 23. This Court has found "the actual filing of the bill of exceptions with the circuit court within ten days is not an absolute prerequisite to vest the court with jurisdiction as long as some formal pleading indicating an intention to appeal is filed within ten days." *Bowen v. DeSoto Cnty. Bd. of Sup'rs,* 852 So.2d 21, 23(4) (Miss.2003).

[7] ¶ 24. Further, this Court can only address issues raised before the Board, not issues raised on appeal for the first time. *See Baker v. Bd. of Sup'rs of Panola Cnty.,* 113 So.3d 1266, 1269(10) (Miss.Ct.App.2013) (finding appellants waived judicial review of issue not raised before the board); *see also* Luther Munford, *Mississippi Appellate Practice* § 10–24 (2006) ("The only issues that can be raised on appeal are issues that were raised before the board."). Thus, the omission of a statement of issues by the Gallaghers does not preclude their appeal. We find this issue is without merit.

II. Whether the Board's decision to approve KBM's preliminary plat was arbitrary and capricious, or against the substantial evidence.

[8] ¶ 25. The Gallaghers' primary objections to the Board's approval of the preliminary plat involves the location of the subdivision entrance. Because several of the issues the Gallaghers raise implicate the Board's decision, we will address the issues together. First, the Gallaghers assert the Board improperly rezoned two R–1 residential lots. The Gallaghers also assert that Board erred when it incorrectly interpreted city ordinances and violated the city's comprehensive plan. Accordingly, the Gallaghers argue the Board's decision was arbitrary and capricious, or not supported by the substantial evidence.

[9] ¶ 26. "In matters involving zoning decisions by boards of supervisors, the order of the governing body will 'not be set aside unless it is clearly shown to be arbitrary, capricious, discriminatory, or is illegal, or without a substantial evidentiary basis.' " *Thomas v. Bd. of Sup'rs of Panola Cnty.,* 45 So.3d 1173, 1180(22) (Miss.2010) (quoting *Faircloth v. Lyles,* 592 So.2d 941, 943 (Miss.1991)).

[10] ¶ 27. "An act is arbitrary and capricious when it is done at pleasure, without reasoned judgment or with disregard for the surrounding facts and circumstances." *Nelson v. City of Horn Lake ex. rel. Bd. of Aldermen,* 968 So.2d 938, 942(11) (Miss.2007) (citation omitted). "Substantial evidence has been defined as 'such relevant evidence as reasonable minds might accept as adequate to support a conclusion' or to put it simply, more than a 'mere scintilla' of evidence." *Wilkinson,* 767 So.2d at 1010(8) (quoting *Johnson v. Ferguson,* 435 So.2d 1191, 1195 (Miss.1983)).

¶ 28. The Gallaghers maintain the Board improperly rezoned two R–1 lots when it approved the preliminary subdivision plat with the entrance through the R–1 lots onto Mollere Drive. The record shows the Board held public hearings on the approval of the preliminary plat, but did not hold a hearing to specifically address a zoning change to the lots. According to the Gallaghers, this constituted an invalid rezoning of the land.

[11] ¶ 29. This assertion, however, is inaccurate. Mississippi Code Annotated section 17–1–23(3) (Rev.2012), which dictates regulation of subdivisions, states: "[W]here a map or plat of the subdivision is submitted to the governing authorities of a municipality, and is by them approved, *477 all streets, roads, alleys and other public ways set forth and shown on said map or plat shall be thereby dedicated to the public use...." Therefore, the statute contemplates the necessity of public-use roads in subdivisions, and does not require rezoning in this instance.

[12] ¶ 30. The Gallaghers additionally contend the Board failed to abide by the City's comprehensive plan and city ordinances when it approved the Mollere Drive subdivision entrance. However, "[l]ocal authorities' construction of zoning ordinances is given great weight unless their construction is manifestly unreasonable." *Roundstone Dev. LLC v. City of Natchez,* 105 So.3d 317, 321 (¶ 15) (Miss.2013) (citation omitted).

¶ 31. The comprehensive plan and city ordinances, the Gallaghers argue, provide that traffic should divert onto main collector streets, like Central Avenue, rather than minor streets, like Mollere Drive. Also, as the Gallaghers point out, the plan seeks to protect and maintain the existing neighborhoods in Waveland. Additionally, the Gallaghers state the preliminary plat failed to meet the requirements in city ordinance 219.

¶ 32. Yet the Gallaghers fail to show the City contradicted the comprehensive plan or failed to apply ordinance 219. The plan and ordinances both focus on maintaining and protecting existing subdivisions while encouraging the development of new subdivisions, as well as account for

streets within new subdivisions. The Gallaghers also could not support their assertion that KBM's preliminary plat did not conform with the requirements of ordinance 219.

¶ 33. Finally, the Gallaghers raise the issue of whether the Board deprived them of their due-process rights when the Board failed to notice the public of the substance of the hearings on May 24 and June 1, 2010. The hearings on the preliminary plat implicated an issue of rezoning, according to the Gallaghers, which required the Board to notice the rezoning. However, as previously addressed, the approval of the preliminary plat did not constitute a rezoning.

¶ 34. Based on these findings, this Court cannot say the City acted in an arbitrary and capricious manner. The Board weighed the evidence before it in approving the preliminary plat, and we cannot hold the substantial evidence contradicts the Board's decision. Further, we find the approval of the preliminary plat did not constitute an improper rezoning. For these reasons, we affirm the decision of the circuit court.

¶ 35. **THE JUDGMENT OF THE CIRCUIT COURT OF HANCOCK COUNTY IS AFFIRMED. ALL COSTS OF THIS APPEAL ARE ASSESSED TO THE APPELLANTS.**

LEE, C.J., ISHEE, ROBERTS, MAXWELL AND FAIR, JJ., CONCUR. CARLTON, J., DISSENTS WITH SEPARATE WRITTEN OPINION, JOINED BY BARNES AND JAMES, JJ.; IRVING, P.J., JOINS IN PART.

CARLTON, J., dissenting:

¶ 36. I respectfully dissent from the majority's opinion. I find that the bill of exceptions accepted by the circuit court was fatally defective and failed to provide an intelligent record upon which the circuit court could act. Because the parties failed to provide a proper bill of exceptions, the circuit court lacked subject-matter jurisdiction in this case. As a result, I would reverse the circuit court's judgment and remand this case to allow the circuit court to rule on the Gallaghers' motion for a writ of mandamus and to provide the parties ***478** the opportunity to file a properly amended bill of exceptions.

¶ 37. Appeals from governing municipal boards are creatures of statute. *See generally Jones v. City of Ridgeland,* 48 So.3d 530, 543–44 (¶ 43) (Miss.2010) ("The right of appeal is purely a creature of statute." (citations omitted)). Mississippi Code Annotated section 11–51–75 (Rev.2012) establishes the requirements for such appeals. *Wilkinson Cnty. Bd. of Supervisors v. Quality Farms Inc.,* 767 So.2d 1007, 1011–12 (¶¶ 11–14) (Miss.2000). Section 11–51–75 clearly provides an aggrieved party with the right to prepare a bill of exceptions.

¶ 38. The Gallaghers, the aggrieved party in the present case, assert that the circuit court erred by finding that Waveland's bill of exceptions accurately reflected the issues presented on appeal. A review of the record reflects that Waveland's proffered bill of exceptions failed to satisfy the requirements of section 11–51–75 since the bill was neither agreed to nor prepared by the aggrieved party in this case. The failure to follow the statutory procedures required to obtain a proper bill of exceptions deprived the circuit court of jurisdiction.

¶ 39. Although neither party raised the issue of jurisdiction due to the lack of a properly filed bill of exceptions, "[j]urisdiction is a question of law, which [the appellate court] reviews de novo." *Issaquena Warren Counties Land Co. v. Warren Cnty.,* 996 So.2d 747, 749 (¶ 5) (Miss.2008) (citations omitted). "[A]ll courts must be constantly aware of questions of their jurisdiction to proceed and must be prepared to decide a question pertaining to jurisdiction at any time, even if the court must raise the issue on its own motion." *Dunaway v. Dunaway,* 749 So.2d 1112, 1120 (¶ 25) (Miss.Ct.App.1999) (citation omitted).

¶ 40. The Mississippi Supreme Court "has held that a proper bill of exceptions on appeal is necessary to confer jurisdiction on the appellate court." *Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1012 (¶ 14) (quoting *Stewart v. City of Pascagoula,* 206 So.2d 325, 328 (Miss.1968)). This Court has previously stated:

> The bill of exceptions serves as the record on appeal and embodies the facts, judgment, and decision involved in the proceedings below. In its appellate capacity, the circuit court must limit its review of the evidence to the bill of exceptions. If the bill of exceptions is not complete and is fatally defective in that pertinent and important facts and documents are omitted therefrom, then the circuit court does not have a record upon which it can intelligently act.

Pruitt v. Zoning Bd. of Laurel, 5 So.3d 464, 469 (¶ 14) (Miss.Ct.App.2008) (internal citations and quotation marks omitted).

¶ 41. The supreme court's precedent establishes that the proper procedure for filing a bill of exceptions is as follows:

> The general rule with respect to bills of exceptions when presented to the proper official for signature appears to be that such officer or official cannot arbitrarily refuse to sign and return the bill of exceptions merely because he deems the same to be incorrect, but that it is his duty to point out wherein he deems the same to be incorrect, and *to note his corrections thereon, and to sign the same as correct.*
>
> If he deemed incorrect the bill of exceptions presented to him, he was under an implied duty to point out wherein he deemed the same incorrect so that the aggrieved parties might have an opportunity to amend the same, and then to sign the same as corrected.

***479** *Id.* (emphasis added) (quoting *Reed v. Adams,* 236 Miss. 333, 340–41, 111 So.2d 222, 224–25 (1959)).

¶ 42. As the record in the present case reflects, the parties disagreed on the contents of the bill of exceptions, and Waveland's mayor refused to sign the bills of exceptions that the Gallaghers presented to him. On September 28, 2010, the Gallaghers filed a "Motion to Compel and Other Relief." The motion asserted that Waveland had repeatedly failed to provide the Gallaghers with several requested documents that the Gallaghers needed to complete a proper filing of their bill of exceptions. The motion further requested that the circuit court compel Waveland "to produce complete and certified copies of the remaining documents needed for Appellants to complete their [b]ill of [e]xceptions and to award Appellants all costs and expense[s] incurred as a result of the unnecessary delay[.]"

¶ 43. On March 15, 2011, Waveland filed a motion to dismiss the appeal due to the Gallaghers' failure to file a proper bill of exceptions. On December 2, 2011, the Gallaghers filed an amended bill of exceptions. They also filed a motion for a writ of mandamus due to the mayor's refusal to sign their bill of exceptions. The Gallaghers' motion for a writ of mandamus requested that the circuit court order Waveland's mayor to sign the amended bill of exceptions or provide the Gallaghers with a list of objections to the amended bill of exceptions. In response, Waveland filed a motion to strike the Gallaghers' motion for a writ of mandamus.

¶ 44. Following a hearing on the parties' various motions, the circuit court found that both sides had contributed to the delay in obtaining a satisfactory bill of exceptions. The circuit court's order, filed on March 29, 2012, granted in part the Gallaghers' motion to compel. The circuit court failed, though, to grant the relief the Gallaghers requested in their motion for a writ of mandamus. As the record reflects, the circuit court failed to order the mayor to note his corrections on the Gallaghers' bill of exceptions and to sign the same as is required for a proper bill of exceptions.[2] Instead, the circuit court's order gave the parties thirty days to agree upon, sign, and file a bill of exceptions. As the record reflects, however, even after the circuit court's order to agree, the parties still failed to reach any agreement regarding the information that should be included in the bill of exceptions.

¶ 45. Instead, on April 27, 2012, Waveland filed its own bill of exceptions, and on April 30, 2012, the Gallaghers filed their "Second Amended Bill of Exceptions." As the record reflects, Waveland's bill of exceptions contained the mayor's signature, but the bill filed by the Gallaghers, the aggrieved party, did not. Waveland subsequently filed motions to have its bill of exceptions declared the record on appeal and to strike the bills of exceptions filed by the Gallaghers. Waveland argued that, because its bill of exceptions contained all the documents, evidence, and testimony before the Board when the Board made its decision, the circuit court should declare Waveland's bill of exceptions the record of the appeal. Waveland further asserted that the circuit court should strike the opposing bills of exceptions because those documents attempted to admit evidence not before the Board at the time the Board rendered its decision.

¶ 46. After considering the parties' arguments, the circuit court found that "[a]n appeal from a decision of the board of ***480** supervisors on a zoning matter is strictly limited to the record of what occurred before the board as contained in the bill of exceptions." *Byram 3 Dev. Inc. v. Hinds Cnty. Bd. of Supervisors,* 760 So.2d 841, 843 (¶ 5) (Miss.Ct.App.2000) (citation omitted). Despite the deficiency of not having a bill of exceptions that satisfied statutory requirements, the circuit court then declared Waveland's bill of exceptions to be the proper record of the appeal. The circuit court made this determination even though Waveland possessed no right to file its own bill.[3]

¶ 47. Following the parties' submission of their briefs, the circuit court considered all the evidence and entered an order affirming the Board's approval of KBM's application. Aggrieved by the circuit court's judgment, the Gallaghers now appeal to this Court. In addressing the Gallaghers' appeal, I acknowledge that the supreme court has recently recognized that a circuit court, sitting as an appellate court, should not hold an evidentiary hearing when considering a bill of exceptions or where no proper

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bill of exceptions exists. *See Powell v. Mun. Election Comm'n of Isola,* 156 So.3d 250, 255 (¶ 16) (Miss.2014).

¶ 48. As previously acknowledged, "a proper bill of exceptions on appeal is necessary to confer jurisdiction on the appellate court." *Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1012 (¶ 14) (quoting *Stewart,* 206 So.2d at 328). As also acknowledged, the right to file a bill of exceptions belongs to the aggrieved party. Miss.Code Ann. § 11–51–75. As established by precedent, in the present case, Waveland's mayor should have identified inaccuracies or noted his corrections on the Gallaghers' bill of exceptions and then signed the bill as correct and filed it with the circuit court. *See Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1012 (¶ 14).

¶ 49. In addition to possessing the right to request corrections to the Gallaghers' bill and to note corrections on the bill, Waveland possessed the right to request by motion that the circuit court order an amendment to the bill of exceptions after its filing with the circuit court. Miss.Code Ann. § 11–7–211 (Rev.2004).[4] However, our statutory law reflects that no right exists for a city's designated governing official to simply refuse to sign an aggrieved party's proffered bill of exceptions and instead file a separate and distinct bill with the circuit court.

¶ 50. A review of Mississippi caselaw and governing statutory law shows that the circuit court failed to acquire jurisdiction in this case. In its recent opinion in *Powell,* the supreme court discussed another case where the circuit court failed to acquire jurisdiction over a municipality's decision. *Powell,* 156 So.3d at 253 (¶ 10). The supreme court explained in *Powell* that a "bill of exceptions serves as the objective record of the proceedings below, and therefore must be examined and certified for authenticity by being signed and delivered to the circuit court by the authority who made the decision." *Id.* at (¶ 12). The responsibility of a municipal authority when presented with a bill of exceptions is to review the bill, note any inaccuracies or incompleteness, and then sign the bill as the correct record for the circuit court to review. *Id.*

***481** ¶ 51. The supreme court explained in *Powell* that the aggrieved party had actually sought a writ of mandamus as a means to appeal the municipal authority's decision instead of following the statutory procedures to appeal such action, which required the aggrieved party to obtain a record through a bill of exceptions. *Id.* at 254 (¶ 12). The supreme court further explained that, if Powell had presented a bill of exceptions to the designated city official to be reviewed, signed, and delivered to the circuit court, and if that municipal authority had refused to perform its ministerial duty, then a writ of mandamus would have provided an appropriate remedial mechanism to prompt the authority to perform its required duty. *Id.* at (¶ 13). *See also Reed,* 236 Miss. at 339, 111 So.2d at 224 ("[O]nly the acting president of the board of supervisors or the presiding officer of the municipal board can sign a bill of exceptions upon an appeal from an order of the board, and ... in case of his refusal, he may be compelled to do so by mandamus." (citing *Roach v. Tallahatchie Cnty.,* 78 Miss. 303, 303, 29 So. 93, 93 (1901))).

¶ 52. In applying governing statutory law and caselaw to the instant case, the record reflects that the Gallaghers followed the procedures necessary to obtain a proper bill of exceptions. They submitted their proposed bill of exceptions to Waveland's mayor for him to review, sign, and deliver as required by section 11–51–75 and Mississippi caselaw.[5] When the mayor refused to sign the Gallaghers' bill, the Gallaghers filed a motion for a writ of mandamus consistent with the procedure set forth in the supreme court's *Powell* opinion. *See Powell,* 156 So.3d at 254 (¶ 13). As the record reflects, through their motion for a writ of mandamus, the Gallaghers sought to remedy the mayor's inaction and his failure to perform his ministerial duty of reviewing, signing, and delivering the bill of exceptions to the circuit court. However, the circuit court failed to grant the relief requested by the Gallaghers' motion, and this appeal therefore lacked a proper bill of exceptions.

¶ 53. In *Powell,* the supreme court acknowledged that the procedural deficiency of an improper bill of exceptions cannot be considered harmless. *See id.* at 255 (¶ 16). The supreme court further advised that "[a] circuit court, sitting as an appellate court, should not hold an evidentiary hearing when considering a bill of exceptions." *Id.* (citing *Falco Lime Inc. v. Mayor & Aldermen of Vicksburg,* 836 So.2d 711, 720 (¶ 37) (Miss.2002)).

¶ 54. The *Powell* opinion distinguished the supreme court's prior decision in *Falco Lime* by explaining that, in *Falco Lime,* the circuit court's decision to hold an evidentiary hearing resulted in harmless error because sufficient evidence existed in the bill of exceptions for the result reached. *Powell,* 156 So.3d at 255 (¶ 16) (citing *Falco Lime,* 836 So.2d at 720–21 (¶ 40)). The *Powell* opinion also emphasized that, unlike the appeal in *Powell,* the appeal in *Falco Lime* began with a proper bill of exceptions. *Powell,* 156 So.3d at 255 (¶ 16). The supreme court acknowledged in *Powell* that, where an appeal to the circuit court fails to originate with a proper bill of exceptions, the supreme court will refuse to extend harmless-error review to the fundamental jurisdictional

posture of the case. *Id.*

¶ 55. In the present case, the Gallaghers' appeal to the circuit court failed to originate with a proper bill of exceptions. ***482** As explained in *Powell* and *Wilkinson County Board of Supervisors,* this failure deprived the circuit court of appellate jurisdiction. *See Powell,* 156 So.3d at 255 (¶ 16); *Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1012 (¶ 14). In addition, the Gallaghers filed a motion for a writ of mandamus with the circuit court after presenting their bill of exceptions to Waveland's mayor for the mayor to sign. As explained in *Powell,* the circuit court possessed authority to grant the writ of mandamus since the mayor refused to perform his ministerial duty regarding the Gallaghers' bill of exceptions. *See Powell,* 156 So.3d at 253–54 (¶¶ 12–13). *See also Reed,* 236 Miss. at 339, 111 So.2d at 224 (discussing mandamus as a means to compel a designated municipal authority to fulfill his ministerial duty to sign a bill of exceptions).

¶ 56. In reviewing the circuit court's judgment, this Court must adhere to the precedent established by the supreme court, and we must apply the requirements of Mississippi statutory law.[6] In the instant case, the majority's reliance on this Court's previous opinion in *McKee v. City of Starkville,* 97 So.3d 97 (Miss.Ct.App.2012), is misplaced since *McKee* conflicts with supreme court precedent and relevant statutory law. A review of the supreme court precedent cited and relied upon in *McKee* reflects that this Court misconstrued the supreme court's decision in *Hall v. City of Ridgeland,* 37 So.3d 25 (Miss.2010). This Court's *McKee* opinion asserts that, in *Hall,* the supreme court allowed an appeal to circuit court from a city's decision without a proper bill of exceptions. *McKee,* 97 So.3d at 101 (¶ 11).

¶ 57. However, the supreme court's opinion in *Hall* reflects that the aggrieved party initially filed an unsigned bill of exceptions, and then, shortly afterward, the mayor and the board performed their statutory and ministerial duties by signing and filing the corrected bill of exceptions with the circuit court. *Hall,* 37 So.3d at 32 (¶ 17).[7] As a result, appellate jurisdiction vested in the circuit court through a proper bill of exceptions. *Id.* Additionally, a review of the supreme court's opinion in *Hall* reflects that no issue was raised as to the sufficiency of the corrected bill of exceptions filed in that case.

¶ 58. A further review of the supreme court's opinion in *Hall* fails to support the proposition for which it is relied upon and cited by this Court in *McKee.* Likewise, the supreme court's opinion in *Hall* provides no support for the decision of the majority in the instant case since *Hall* and other supreme court precedent clearly establishes that, without a proper bill of exceptions, a circuit court cannot acquire jurisdiction of an appeal from a municipal board. Therefore, in *McKee,* this Court veered from the procedures defined by supreme court precedent and Mississippi statutory law, which require a municipal official to sign the bill of exceptions and require a proper bill of exceptions to be filed before a circuit court can acquire jurisdiction. *See Powell,* 156 So.3d at 253–55 (¶¶ 12–16); *Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1011–12 (¶¶ 14–15).

¶ 59. The majority opinion in the present case also misplaces its reliance upon *Byram 3 Development Inc.* to support its finding that a circuit court may determine its own bill of exceptions when the appeal fails to originate with a proper bill. In ***483** *Byram 3 Development Inc.,* this Court's opinion reflected that Byram 3 Development Inc. (Byram 3) filed a bill of exceptions and an attached affidavit. *Byram 3 Development Inc.,* 760 So.2d at 843 (¶ 3). No issue existed in *Byram 3 Development Inc.* as to the sufficiency of the bill of exceptions filed. *Id.* at (¶¶ 3–5). Instead, the opinion reflected that the affidavit addressed matters not included in the bill of exceptions. *Id.* at (¶ 3). In addition, the opinion explained that the attached affidavit contained allegations regarding factual misrepresentations that were not presented to the board of supervisors, and this Court found that Byram 3 failed to make a record of the perceived misrepresentations before the board to enable the matters to be included in the bill of exceptions. *Id.* at (¶¶ 3–5).

¶ 60. As acknowledged, a review of this Court's opinion in *Byram 3 Development Inc.* reflects that no issues were raised in that case regarding the sufficiency of the bill of exceptions. *Id.* Instead, our opinion in *Byram 3 Development Inc.* focused on the issue that the additional matters contained in the attached affidavit were neither presented to the board nor contained in the record made before the board. *Id.* Because no record of the additional matters had been made before the board, we found that consideration of those matters on appeal was barred. *Id.* at 844 (¶ 8). Our decision in *Byram 3 Development Inc.* therefore fails to support the proposition for which it is relied upon by the majority in the instant case. Our decision in *Byram 3 Development Inc.* also fails to support the majority's finding herein that a circuit court can determine its own record despite a procedurally deficient bill of exceptions.[8]

¶ 61. In its affidavit attached to the bill of exceptions in *Byram 3 Development Inc.,* Byram 3 claimed that factual misrepresentations had been made to the planning commission regarding occupancy and the need for the

development at issue. *Id.* at 843–44 (¶¶ 3–7). Our opinion in *Byram 3 Development Inc.* established that this Court will refuse to review any allegation raised for the first time on appeal. *Id.* at 842 (¶ 1). As discussed, because no record had been made before the board regarding the perceived factual misrepresentations set forth in Byram 3's attached affidavit, this Court found the consideration of those allegations to be procedurally barred. *Id.* at 844 (¶ 8).[9]

¶ 62. In the present case, instead of simply refusing to sign the Gallaghers' bill of exceptions, the mayor possessed an implied duty to identify any aspect of the Gallaghers' bill that appeared to be inaccurate or incomplete or to note corrections thereon and then to sign and deliver the bill to the circuit court to authenticate the bill of exceptions. *See Powell,* 156 So.3d at 253–54 (¶¶ 12–13); *Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1012 (¶ 14). Additionally, section 11–7–211 allows the circuit court judge to order an amendment to the bill of exceptions "for the purpose of curing omissions, defects, or inaccuracy" after providing five days' notice to the interested parties.

¶ 63. Based on a review of the record and applicable statutory law and caselaw, I find that, while the circuit court lacked appellate jurisdiction in this case, the circuit

***484** court possessed jurisdiction to grant the Gallaghers' motion for a writ of mandamus to require Waveland's mayor to perform his ministerial duty to provide a proper bill of exceptions.[10] Because the bills of exceptions proffered by the parties and relied upon by the circuit court were procedurally and fatally defective, the circuit court lacked both jurisdiction and a record upon which it could intelligently act. *See Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1012 (¶ 14); *Pruitt,* 5 So.3d at 469 (¶ 14). I would therefore reverse the circuit court's judgment and remand this case to the circuit court to provide the opportunity for a ruling on the Gallaghers' motion for a writ of mandamus and to allow the parties the opportunity to file a properly amended bill of exceptions, either by agreement or by a grant of the writ of mandamus previously filed by the Gallaghers.[11]

BARNES AND JAMES, JJ., JOIN THIS OPINION. IRVING, P.J., JOINS THIS OPINION IN PART.

All Citations

182 So.3d 471

Footnotes

1 In the case below, the plaintiffs were John Impson, Gwen Impson, Roy Responte, Nancy Finlasen, Hugh Finlasen, Mary Waldrep, Oscar Waldrep, and the Gallaghers. Only the Gallaghers appealed the circuit court decision to this Court.

2 *See Powell v. Mun. Election Comm'n of Isola,* 156 So.3d 250, 253–54 (¶¶ 12–13) (Miss.2014); *Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1012 (¶ 14).

3 *See* Miss.Code Ann. § 11–51–75.

4 *See also Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1011–12 (¶¶ 14–15) (finding that the circuit court lacked jurisdiction due to a fatally defective bill of exceptions because the board failed to follow the statutory procedures for submitting a corrected bill of exceptions); *Stewart,* 206 So.2d at 328 (finding that the circuit court properly dismissed the appeal because it lacked jurisdiction due to a fatally defective bill of exceptions).

5 *See Powell,* 156 So.3d at 253 (¶ 12); *Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1012 (¶ 14).

6 *See Powell,* 156 So.3d at 253–55 (¶¶ 12–16); *Wilkinson Cnty. Bd. of Supervisors,* 767 So.2d at 1011–12 (¶¶ 14–15); Miss.Code

Ann. § 11–7–211; Miss.Code Ann. § 11–51–75.

7 *See also Powell,* 156 So.3d at 253 (¶ 12) (stating that a municipal authority possesses the duty to sign a bill of exceptions and then deliver it to the court to authenticate the bill).

8 *See Powell,* 156 So.3d at 255 (¶ 16) (discussing that a procedurally deficient bill of exceptions results in reversible error for lack of jurisdiction); Miss.Code Ann. § 11–51–75.

9 *See also Blackwell v. Miss. Bd. of Animal Health,* 784 So.2d 996, 1002 (¶ 14) (Miss.Ct.App.2001) (stating that this Court refuses to review any allegation of error raised for the first time on appeal and therefore not supported by the record).

10 *See Reed,* 236 Miss. at 339, 111 So.2d at 224 (explaining that "only the acting president of the board of supervisors or the presiding officer of the municipal board can sign a bill of exceptions upon an appeal from an order of the board, and that in case of his refusal, he may be compelled to do so by mandamus" (citing *Roach,* 78 Miss. at 303, 29 So. at 93)).

11 The supreme court's opinions in *Reed* and *Powell* explain that a municipal authority presented with a bill of exceptions possesses the responsibility to review the bill, note any inaccuracies, and then sign the bill as the correct record for the circuit court to review. *See Powell,* 156 So.3d at 253 (¶ 12); *Reed,* 236 Miss. at 340, 111 So.2d at 224. If the designated municipal authority refuses to sign the bill of exceptions upon an appeal of an order of the municipal board, then the court can compel the official by mandamus. *See Reed,* 236 Miss. at 339, 111 So.2d at 224; *Roach,* 78 Miss. at 303, 29 So. at 93.

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469

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CHANCERY CLERK

Prepared by:	Return to:
Rick Norton	Rick Norton
Bryan Nelson P.A.	Bryan Nelson P.A.
P.O. Box 18109	P.O. Box 18109
Hattiesburg, MS 39404-8109	Hattiesburg, MS 39404-8109
Phone: 601-261-4100	Phone: 601-261-4100

ASSIGNOR:

Flanagan Construction Company, LLC
A Mississippi Limited Liability Company
36 Power Lane
Hattiesburg, MS 39402
Phone: 601-264-3682

ASSIGNEE:

Dennis Pierce, Inc.
A Mississippi Corporation
23 Liberty Place
Hattiesburg, MS 39402
Phone: 601-264-6800

INDEXING INSTRUCTIONS: Cottages of Turtle Creek (Phase II), Lamar County, Mississippi

ASSIGNMENT OF RIGHTS AND RESERVATIONS

THIS **ASSIGNMENT OF RIGHTS AND RESERVATIONS** ("Assignment") is made as of the 19th day of January, 2017, by **Flanagan Construction Company, LLC**, a Mississippi Limited Liability Company, as assignor, having its principal place of business at 36 Power Lane, Hattiesburg, MS 39402, ("Flanagan") to **Dennis Pierce, Inc.**, a Mississippi Corporation, as assignee, having is principal place of business at 23 Liberty Place, Hattiesburg, MS 39402 ("DPI").

RECITALS:

WHEREAS, on September 27, 2010, Flanagan executed the Declaration of Covenants, Conditions, and Restrictions of the Cottages at Turtle Creek, Lots 30-58 Phase II, (the "Covenants") and filed and recorded them in Book 21-J, Page 243, of the Lamar County, Mississippi Chancery Clerk's Office; and

470

WHEREAS, under the Covenants, Flanagan is identified as the Declarant and, under Article XIV of the Covenants, the Declarant is given a reservation of rights to construct additional improvements and add additional phases to the Cottages at Turtle Creek; and

WHEREAS, Article XIV of the Covenants further provides that such rights of the Declarant provided under said Article XIV may be assigned to any successor with a recorded, written assignment; and

WHEREAS, Flanagan now wishes to assign its rights and reservations under the Covenants to DPI, as a successor to said rights.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned parties do hereby agree as follows:

1. Flanagan does hereby irrevocably gift, convey, assign, set over, and transfer unto DPI, all rights and reservations reserved of the Declarant under Article XIV of the Covenants.

2. DPI does hereby acknowledge receipt of and accept the rights and reservations referred to in paragraph 1.

3. By this Assignment, the Declarant, as referenced in the Covenants, shall hereafter refer to DPI.

4. This Assignment may be executed in multiple counterparts, all of which shall be deemed an original copy thereof.

WITNESS THE SIGNATURES of the undersigned, on this the 19th day of January, 2017.

Craig Flanagan, as Member of
Flanagan Construction Company, LLC

Dennis Pierce, as President of Dennis Pierce, Inc.

STATE OF MISSISSIPPI
COUNTY OF LAMAR

THIS DAY personally appeared before me, the undersigned authority in and for the State and County aforesaid, **Craig Flanagan**, as **Member of Flanagan Construction Company, LLC**, a Mississippi LLC, acknowledged that for and on behalf of said company, he signed and delivered the above and foregoing **Assignment of Rights and Reservations** on the day and year therein written as the act and deed of said corporation, being first duly authorized so to do.

GIVEN under my hand and official seal, this the 19th day of January, 2017.

Robt R. Patterson, III
NOTARY PUBLIC

My Commission Expires:
Jan. 13, 2021

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 61220 ROBERT R. PATTERSON III Commission Expires Jan. 13, 2021 LAMAR COUNTY

STATE OF MISSISSIPPI
COUNTY OF LAMAR

THIS DAY personally appeared before me, the undersigned authority in and for the State and County aforesaid, **Dennis Pierce**, as **President of Dennis Pierce, Inc.**, a Mississippi corporation, acknowledged that for and on behalf of said corporation, he signed and delivered the above and foregoing **Assignment of Rights and Reservations** on the day and year therein written as the act and deed of said corporation, being first duly authorized so to do.

GIVEN under my hand and official seal, this the 19th day of January, 2017.

Robt R. Patterson, III
NOTARY PUBLIC

My Commission Expires:
Jan. 13, 2021

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 61220 ROBERT R. PATTERSON III Commission Expires Jan. 13, 2021 LAMAR COUNTY

CHANCERY CLERK OF LAMAR COUNTY, MS IN GOD WE TRUST

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI
LAMAR COUNTY
Wayne Smith, Chancery Clerk
LD Book 25-5 Page 469
Indexed — Recorded — Abstracted ✓
Rebecca R. Hardwick D.C.

672

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JAMES AULTMAN PM 2:19

Prepared by and Return to:
Perry W. Phillips, MSB #9424, Jay Rodgers, MSB #100166, Perry W. Phillips, PLLC
P.O. Box 1978, Purvis, MS 39475, Phone: 601-264-3500

INDEXING INSTRUCTIONS: **Lot 45, Cottages of Turtle Creek, Phase II, Lamar County, Mississippi**

STATE OF MISSISSIPPI
COUNTY OF LAMAR

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 are hereby acknowledged, **FLANAGAN CONSTRUCTION COMPANY, P.O. Box 15033, Hattiesburg, MS 39404, (601)264-3682,** the Grantor herein, does hereby grant, bargain, sell, convey and warrant unto **DENNIS PIERCE, INC., 23 Liberty Place, Hattiesburg, MS 39402 (601) 264-6800,** the Grantee herein, the following described property situated in Lamar County, Mississippi, to-wit:

> **Lot 45, Cottages of Turtle Creek, Phase II, as per the official map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, in Plat Book 3, at Page 354, Slide 418; together with all improvements thereon and appurtenances thereunto belonging.**

Subject to any Covenants, Restrictions and easements affecting the subject property which may be of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Said conveyance is subject to any and all prior reservations and/or conveyances of the oil, gas and other minerals in, on and under the subject property.

Taxes for the year 2020 shall be pro-rated as of the date of this instrument and assumed by the Grantees. It is specifically agreed and understood that taxes for the current year are pro-rated based upon the previous years taxes.

Subject to those certain Subdivision Regulations adopted by the Board of Supervisors of Lamar County of record in Minute Book 59 at Page 202 and amended in Minute Book 82 at Page 282 in the Office of the Chancery Clerk of Lamar County, Mississippi. Subject to those certain Subdivision Regulations adopted by the Board of Supervisors of Lamar County of record in Minute Book 112 at Page 290 and amended in Minute Book 112 at Page 144 and further amended in Book 148 at Pages 706 and 727 in the Office of the Chancery Clerk of Lamar County, Mississippi.

Subject to and Assignment of Option Agreement between MDV, LLC and Flanagan Construction Company and Leslie McInnis Granberry dated September 4, 2003 and recorded in book 17-D at Page 197.

Subject to those right of way easements to Pearl River Valley Electric Power Association dated September 18, 2003 and recorded in Book 16R at Page 280 and dated January 7, 1983 and recorded in Book 7A at Page 240.

Subject to that access easement and first right of refusal to Wesley Heath Systems, LLC dated September 1, 1997 and recorded in 12Y at Page 366.

Subject to that sanitary sewer easement to the City of Hattiesburg dated May 2, 1980 and recorded in Book 6L at Page 363.

Subject to that construction easement to the City of Hattiesburg dated May 2, 1980 and recorded in Book 6L at Page 365.

Subject to those certain easement to Mississippi Power Company dated May 11, 1930 and recorded in Book AA at Pages 469 and 480.

Subject to that right of way to Arnold Line Water Association dated July 7, 1967 and recorded in Book 4J at Page 348.

Subject to that certain Right of Way to Pearl River Valley Electric Power Association recorded August 14, 2007 in Book 19L at Page 310.

PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION.

674

WITNESS THE signature of said corporation by its President after being duly authorized by said corporation so to sign, execute, and deliver the same, on this the 5th day of June, A.D., 2020

FLANAGAN CONSTRUCTION COMPANY

BY: _____
CRAIG FLANAGAN
Its: President

STATE OF MISSISSIPPI
COUNTY OF LAMAR

PERSONALLY appeared before me the undersigned authority in and for the said county and state, on the 5th day of June, 2020, within my jurisdiction, the within named **CRAIG FLANAGAN**, who acknowledged that he is President of **FLANAGAN CONSTRUCTION COMPANY**, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing Warranty Deed for the purposes mentioned on the day and year therein mentioned, after first having been duly authorized by said corporation so to do.

Marsha Lynn Lott
Notary Public

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 112918 MARSHA LYNN LOTT Commission Expires July 1, 2023 LAMAR COUNTY

CHANCERY CLERK OF LAMAR COUNTY, MS ★IN GOD WE TRUST★

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CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI
LAMAR COUNTY
JAMES D. AULTMAN, CHANCERY CLERK
LD Book 28-H Page 672
Indexed ✓ Recorded ✓ Abstracted
Sharon Herrin D.C.

Memorandum

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

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

cc: **Ann Jones**

Date: **Tuesday, April 16, 2024**

Re: **Take from the table; Adopt an Ordinance request to rezone properties made by Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner. The request is to rezone property located between North 28th Avenue and Northwood Drive (US 49) from B-5 to R-3 in Ward 2, Forrest County. The Planning Commission recommended approval on December 20th, 2023.**
File Number: 2024-17
Minute Book #

Summary
Adopt an ordinance request made by Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner, for approval for rezoning from B-5 (Regional Business) to R-3 (Multi-Family Residential) for a property located between North 28th Avenue and US 49, Ward 2, Forrest County. (PPIN 26041, 26046).

Recommendation Statement

Please place this on the April 16, 2024 City Council meeting for consideration.

Item: B
Creed Group Communities, LLC, Owner and Donald Pulliam, Owner
Request for: **Zoning Change B-5 to R-3**

Planning Commission
Case Fact Sheet

Name of Petitioners: Creed Group Communities, LLC, Owner and Donald Pulliam, Owner

Address of Property:	**Tax Parcel**	**PPIN:**	**Ward:**
Near 6385 Highway 49	2-028B-05-093.00	26041	1
	2-028B-05-094.00	26046	1

Request: **Zoning Change B-5 to R-3**

Purpose of Request: Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner, requests approval for rezoning from B-5 (Regional Business) to R-3 (Multi-Family Residential) for a property located adjacent to 6385 Highway 49, Ward 2, Forrest County. (PPIN 26041, 26046).

Applicant Summary: See Attached

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

4.5.7 R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high-density residential uses including multi-family, two-family, and single-family structures 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 residential neighborhoods with only compatible supporting institutional uses and open space.

4.5.12 B-5 Regional Business District: The purpose of the B-5 District is to provide for retail, personal and business services, offices, and financial services in locations with convenient access to the region's population consistent with comprehensive planning policies. This district is consistent with the Regional Business District in the Comprehensive Plan.

Item: B
Creed Group Communities, LLC, Owner and Donald Pulliam, Owner
Request for: **Zoning Change B-5 to R-3**

5.4.18 Dwelling, Two Family and Multi-Family.

5.4.18.1 On infill development sites in residential districts, multi-family buildings shall be designed to blend in with surrounding single-family residential buildings to the maximum extent practicable with regards to building design, setbacks, driveway and garage design and location, porches, and sidewalks.

5.4.18.2 Site designs shall create a sense of "neighborhood" and shall meet the following requirements:

i. Buildings shall be sited with front entrances and porches oriented toward streets, drives, and plazas, rather than clustered around parking lots.

ii. An internal vehicular circulation system for private streets, when included, shall be reflective of a single-family residential street system.

iii. Parking lots shall be located behind buildings, except where it is deemed appropriate to use a parking lot as a buffer from an arterial street, or where such parking area will directly abut a property line exterior to the development site when located in or adjacent to a residential district.

iv. Walkways shall connect all buildings with parking areas, play areas, clubhouses, and existing public sidewalks adjacent to the development site.

v. Plazas, clubhouses, pools, and recreational facilities shall be centrally located, when provided.

5.4.18.3 Building designs that create variety and do not look monotonous if replicated throughout the development shall be required. Such designs shall include the following:

i. Side and rear building elevations, garages, carports, and all accessory structures shall have the same level of design, aesthetic quality, and architectural detailing.

ii. Porches, varied rooflines, and varied façade depths shall be provided to create variety and individuality of each building.

iii. Windows and projecting wall surfaces shall be used to break up larger wall surfaces, establish visual interest and provide visibility of the street and other public spaces encouraging social interaction.

iv. Protective entry courts, common vestibules, covered breeze ways, or enclosed stair halls shall be used to reduce the number of visible doors, unless designed in a row house or townhouse manner oriented toward the street.

v. Garages shall be designed to be integrated with the building design or sited so as to avoid long monotonous rows of garage doors and building walls. Garages shall be oriented so that they do not visually dominate the building façade or the streetscape.

Present Zoning: These parcels are currently zoned B-5 Regional Business District

Item: B
Creed Group Communities, LLC, Owner and Donald Pulliam, Owner
Request for: **Zoning Change B-5 to R-3**

Present Use: Undeveloped

Future Land Use: Community Business Corridor District and Neighborhood Conservation District 2

Surrounding Zoning and Land Use:
North: B-5 Regional Business District/Commercial
South: R-3 Multifamily/Residential
East: B-5 Regional Business District/Commercial
West: R-1A Single Family Residential/Residential

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of December 12, 2023.

History / Background: The applicants previously petitioned for a rezoning request for the property where the Ivy Row student housing complex is currently located at on US Hwy 49 in December of 2021 to the Planning Commission. The parcels at that time were zoned B-3 and were approved for rezoning to R-3 by the City Council on December 21st, 2021.

Since approval, the developer of the Ivy Row student housing has worked through the site plan review process and received approval for the development of their existing multi-family housing complex, where R-3 allows this type of development by right with conditions.

The applicants are now proposing an expansion to their current housing complex to the north and a conceptual site plan has been included in the image sheet report for review.

Site plans presented for this type of zoning change are not bound to the zoning of a parcel and are often different from the initially presented plan and should not be used as a determination for the approval of the zoning change. Commissioners should consider whether the applicants have demonstrated that the request can meet the basis of approval for a zoning change.

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

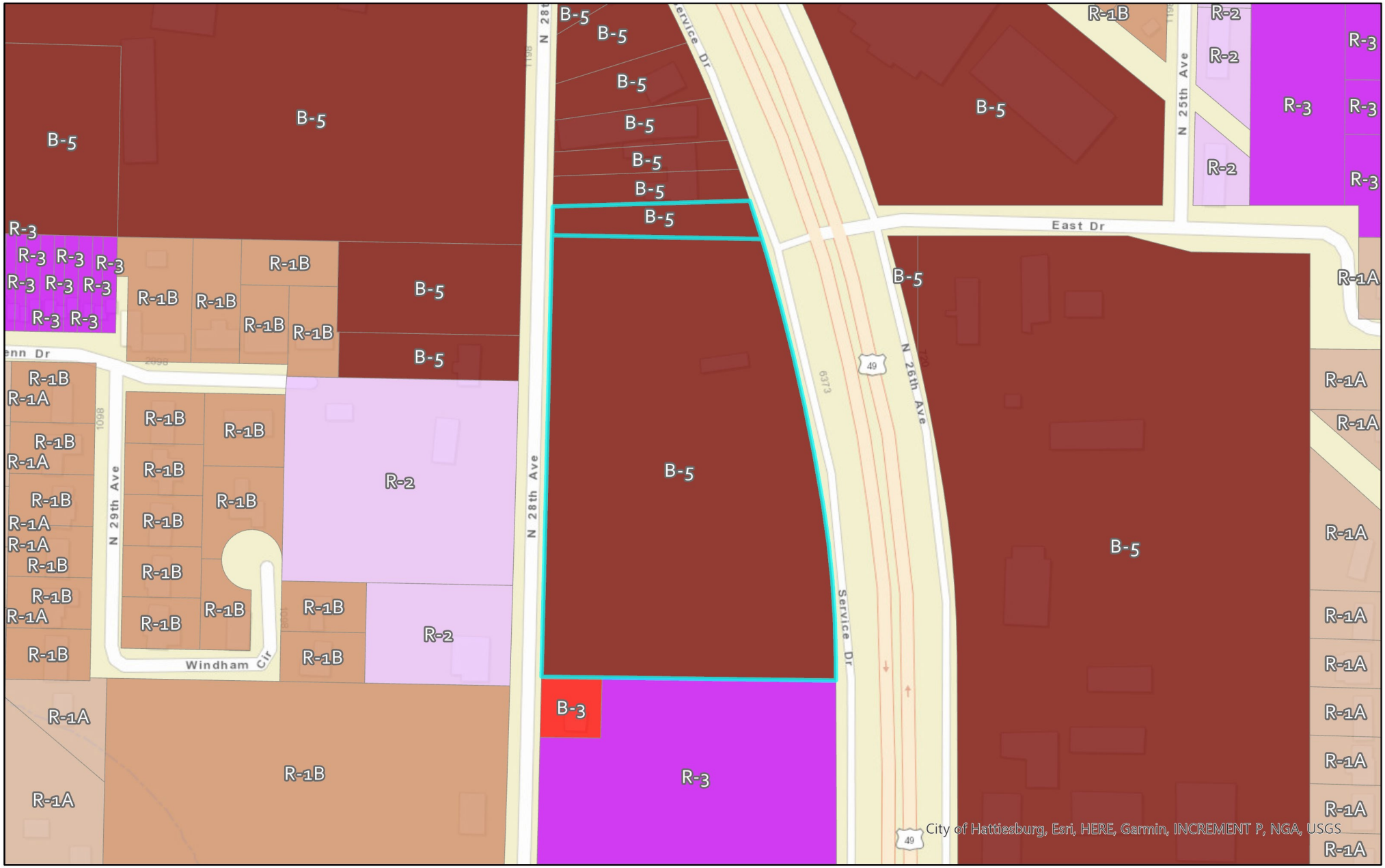
SUBJECT PARCEL

6385 Hwy 49 — Ivy Row at Hattiesburg Phase 2

Creed Group Communities LLC, and Donald Pulliam, Owners

Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner, requests approval for rezoning from B-5 (Regional Business) to R-3 (Multi-Family Residential) for a property located adjacent to 6385 Highway 49, Ward 2, Forrest County. (PPIN 26041, 26046).





Zones

R-1A R-2 B-3
R-1B R-3 B-5

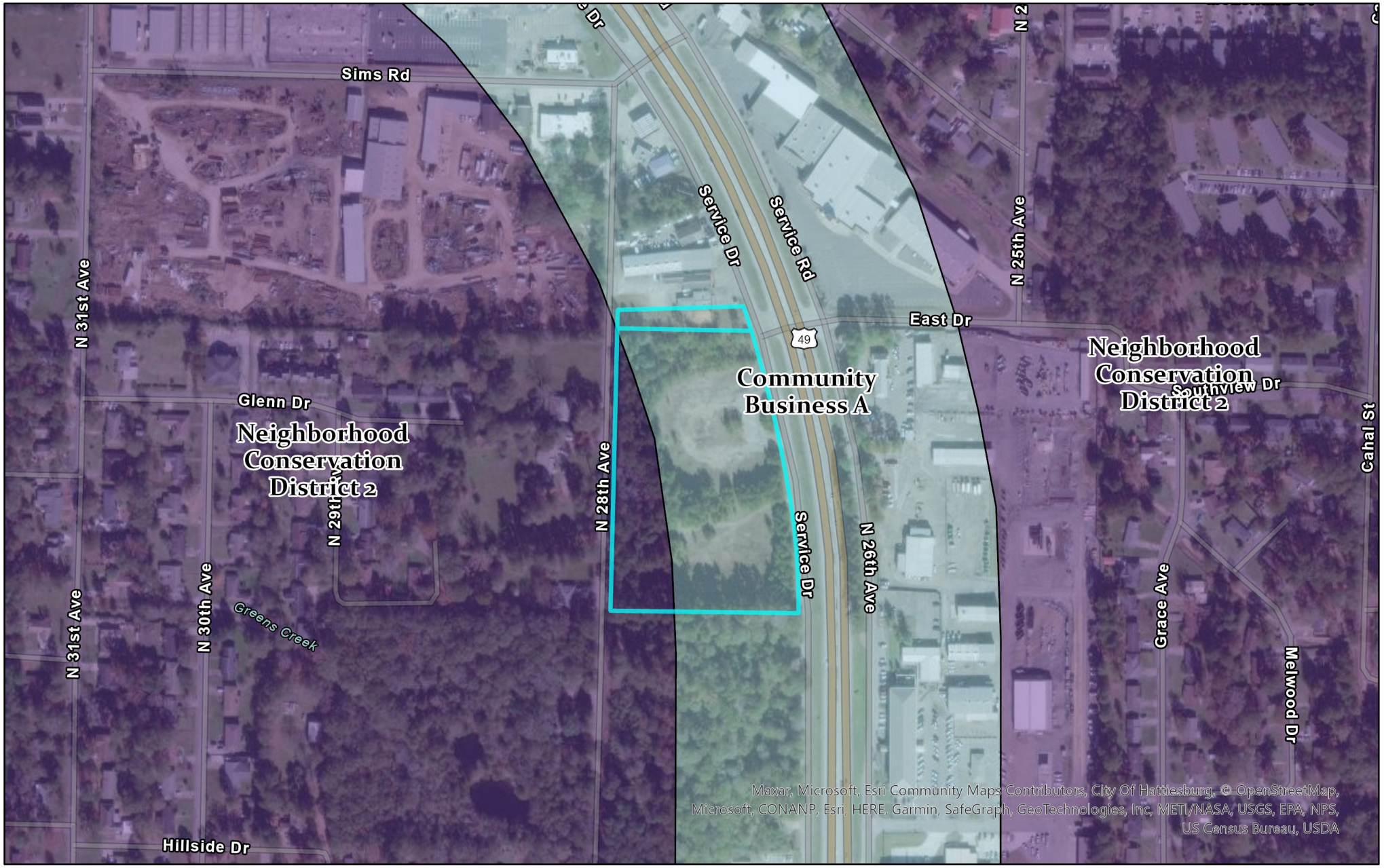
Site Information

Property is. located next to 6385 Highway 49, PPINs: 26041 and 26046 (Forrest, County, Ward 1).

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.07 0.14 Miles

N W E S



Future Land Use

- Community Business A
- Neighborhood Conservation District 2

Site Information

Future Land Use map for U.S 49 surrounding area. Requested area for this case is denoted in blue.

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.1 0.2 Miles

N
W E
S

Site Aerial



Surrounding Area

Northern Direction: B-5 Regional Business



Southern: R-3 Multi-Family Residential (Proposed to be expanded on with rezoning)



Surrounding Area

Eastern and Western Directions: B-5 Regional Business



North 28th Avenue: R-2 Two-Family Residential



Surrounding Area

North 28th Avenue: R-1B Single-Family Residential







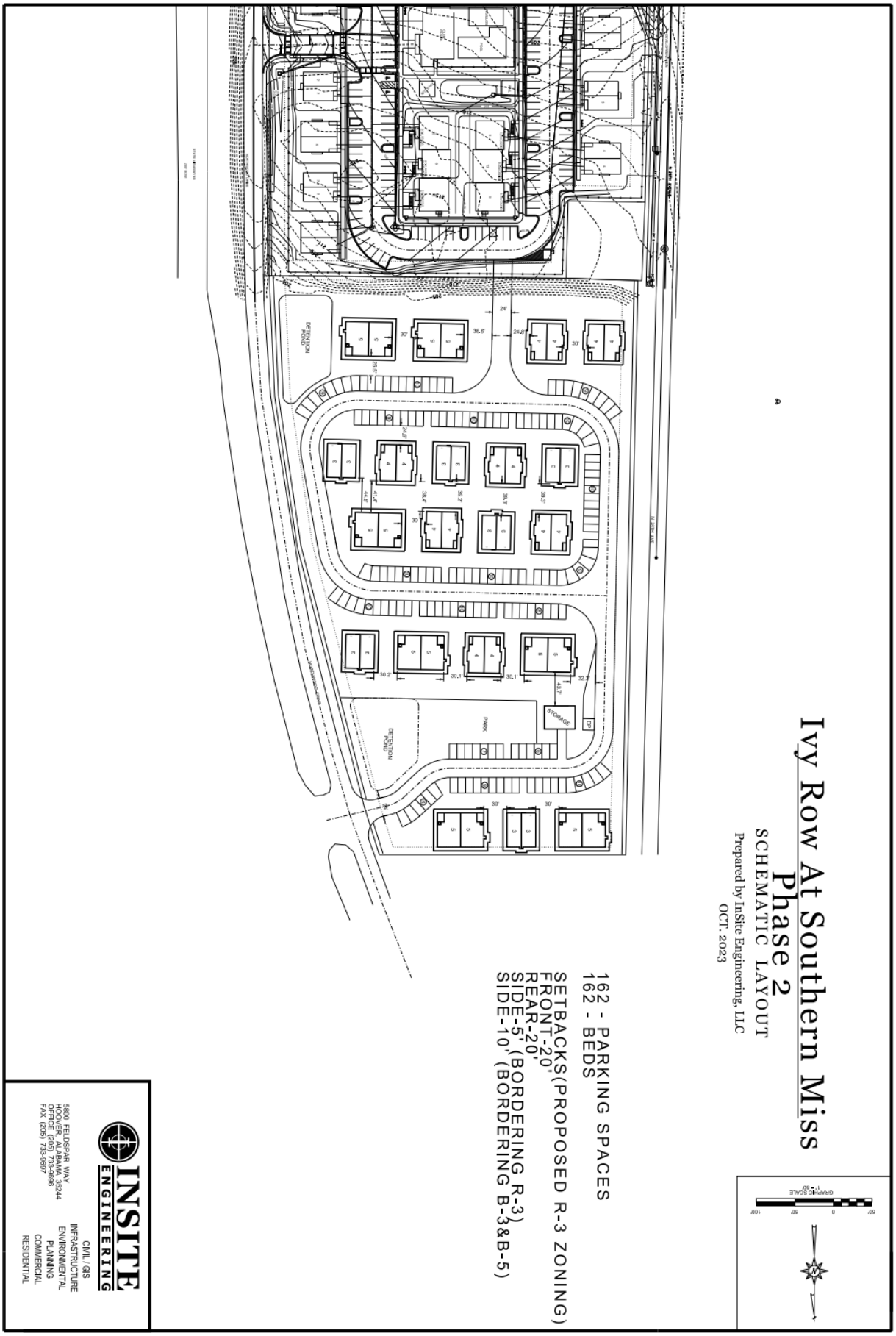
Surrounding Area

North 28th Avenue: R-2 Two-Family Residential and R-3 Multi-Family





Conceptual Site Plan (Not bound to rezoning request to an R-3)



Applicant Summary Page For Rezoning

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:

The reason for the zoning change request covers a vast array of items. The most important item is the need for safe new student housing. This development needs to be in a location exactly like the one in question. It offers closeness to a major highway, closeness to the businesses in a functioning part of the town as well as proximity to the university. The important items that the project covers is the need for amenities within the development. A dedicated connection for access to the existing phase 1 amenities and new park for outdoors activities. This development is managed and overseen by a professional company. This property does not have topographic or utility challenges as all the other sites reviewed for this development. The project follows the intent of the comprehensive plan for this type of development.

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

APPLICANT:

Applicant Name: Creed Group Communities, LLC
Project Name: Ivy Row at Hattiesburg Phase 2
Proposed Use(s): Multifamily Residential
Project Street Address: 6385 Hwy 49
PPIN Number(s) (if unknown, can be found on tax receipt): 26041, 26046

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☐ Conditional Use (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☒ Re-Zoning (see below)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Overlay District
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ 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
- ☐ Telecommunications
- ☐ Digital Billboard, New
- ☐ Digital Billboard, Replacement
- ☐ Restaurant
- ☐ Solar Farm
- ☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: B-3
Proposed Zoning: R-3

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: RSCO REALTY CORPORATION (parcel 1) & Donald Pulliam (parcel 2)

☐Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone:_____ Fax:_____ Email:_____

Mailing Address: _____

_____

Secondary:

Name: Creed Group Communities, LLC

☒Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 205-422-0837 Fax:_____ Email: ggriffith@creedgroup.com

Mailing Address: 100 Applegate Court Pelham, Alabama 35124

_____

Other(s):

Name: Insite Engineering, LLC

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☒Engineer

☐Other (please specify): _____

Phone: 205-733-9696 Fax:_____ Email: james@insiteengineering.org

Mailing Address: 5800 Feldspar Way Hoover, Alabama 35244

_____

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone:_____ Fax:_____ Email:_____

Mailing Address: _____

_____

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 6399 US HWY 49 (parcel #: 2-028B-05-093.00) Hattiesburg MS

Street Address **City** **State**

on this the 30TH day of OCT, 2023.

CREED GROUP COMMUNITIES, LLC
Applicant (print)

MEMBER
Applicant (signature)

STATE OF Alabama

COUNTY OF Shelby

Personally came and appeared before me, the within named William Gregory Griffith,

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 30 day of October, 2023.

Rachel E. Clayton
NOTARY PUBLIC

My Commission Expires:
12/01/2025

RACHEL E CLAYTON NOTARY PUBLIC ALABAMA STATE AT LARGE MY COMMISSION EXPIRES 12-01-2025

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

6399 US Hwy 49 Hattiesburg MS 39401
Street Address *City* *State*

on this the 25 day of Oct, 2023

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.

Creed Group Communities (Gregory Griffith) and/or Insite Engineering (James Cassidy/Justin Jones)

on this the 25 day of Oct, 2023

Don Pulliam
Property Owner (print)

Don Pulliam
Property Owner (signature)

STATE OF MS

COUNTY OF Jones

Personally came and appeared before me, the within named

Don Pulliam

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 25 day of Oct, 2023.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 64182 DORA REYNOLDS Commission Expires Oct. 29, 2025 JONES COUNTY

Dora Reynolds
NOTARY PUBLIC

My Commission Expires:
10/29/25

WARRANTY DEED

For and in consideration of the sum of Ten Dollars ($10.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of all of which is hereby acknowledged, I, Jerome B. Ryan, as Trustee for Judith C. Ryan (Judith Ryan Woodruff), Mary Anne Ryan, and Thomas R. Ryan, do hereby sell, convey and warrant unto the RSCO Realty Corporation, a Mississippi Corporation of Hattiesburg, Mississippi, the following described land, lying, being and situated in the City of Hattiesburg, Forrest County, State of Mississippi, to-wit:

Beginning sixty feet east and 617.17 feet north of the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, thence run North 728.8 feet more or less to the north line of the Southwest Quarter of the Northwest Quarter, or the Southwest Corner of the Douglas N. Brown property, thence east to the right-of-way of the US Highway 49 By-Pass (now called Paul B. Johnson Memorial Drive) thence in a southeasterly direction along said By-Pass Highway right-of-way to a point due east of the point of beginning which is on the northeastern boundary of the W. R. Fairchild property, thence West along the northern boundary of the W. R. Fairchild property 482.2 feet, more or less, to the point of beginning, all being in the Southwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi: said property being further described as that property conveyed to Grantor by Warranty Deed from John T. Brent, Sr. and wife Allie Bang Brent, dated June 19th, 1957, and recorded in Book 188 at Page 60 of the records in the office of the Chancery Clerk of Forrest County, at Hattiesburg, Mississippi.

WITNESS MY SIGNATURE, this the 28th day of April ,1960.

Jerome B. Ryan

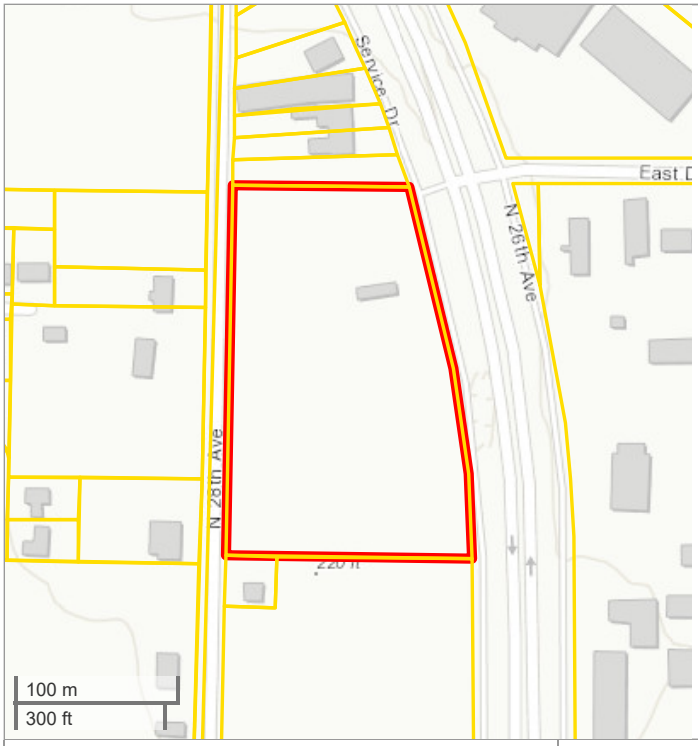
Jerome B. Ryan, as Trustee for
Judith C. Ryan (Judith Ryan Woodruff),
Mary Anne Ryan, and Thomas R. Ryan.

STATE OF MISSISSIPPI.....
COUNTY OF HINDS

Personally appeared before me, the undersigned authority in and for the said County and State, the within named Jerome B. Ryan, as Trustee for Judith C. Ryan (Judith Ryan Woodruff), Mary Anne Ryan, and Thomas R. Ryan, who acknowledged that he signed and delivered the foregoing instrument on the day and year therein mentioned as his free and voluntary act and deed and for the purposes and in the capacity therein expressed.

Given under my hand and official seal, this the 28th day of April 1960.

Mrs. Mary C. Gay
NOTARY PUBLIC





Forrest County, MS

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

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

PPIN:	26046
PARCEL_ID:	2-028B-05-094.00
OWNERNAME:	RSCO REALTY CORPORATION
ADDRESS1:	PO BOX 1586
ADDRESS2:	
CITY:	HATTIESBURG
STATE:	MS
ZIP:	394031586
SECTION:	05
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	BEG 60FT E & 617.7FT N SW COR SW 1/4 NW 1/4 N TO N LN SD 40 E 352FT SLY ALG W LN OF
LEGAL2:	BI-PASS TO A PT E OF BEG W 494.6FT TO BEGPREV #:H1007-00-019
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	426890
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	426890
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	426890
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	
DEED_PAGE:	
DEED_DATE:	
SITUS_ADDR:	0 HWY 49

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 US HWY 49 By Pass (parcel #: 2-028B-05-094.00) Hattiesburg MS

Street Address **City** **State**

on this the 30TH day of OCT, 2023.

CREED GROUP COMMUNITIES, LLC
Applicant (print)

MEMBER
Applicant (signature)

STATE OF Alabama

COUNTY OF Shelby

Personally came and appeared before me, the within named William Gregory Griffith, 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 30 day of October, 2023.

Rachel E Clayton
NOTARY PUBLIC

My Commission Expires:
12/01/2025

RACHEL E CLAYTON NOTARY PUBLIC MY COMMISSION EXPIRES 12-01-2025 ALABAMA STATE AT LARGE

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

US Highway 49 By-Pass , Hattiesburg, MS, Tax Parcel ID # 2-028B-05-094.00

Street Address *City* *State*

on this the 26th day of October, 2023.

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.

Creed Group Communities (Gregory Griffith) and/or Insite Engineering (James Cassidy/Justin Jones)

on this the 26th day of October, 2023.

RSCO Realty Corporation
Property Owner (print)

By: [signature] President
Property Owner (signature)

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally came and appeared before me, the within named Michael E. Ryan, who acknowledged that he is President of RSCO Realty Corporation, a Mississippi corporation, and that for and on behalf of said corporation, and as its act and deed he ~~who~~ signed and delivered the above and foregoing instrument after first having been duly authorized by said corporation so to do ~~as and for their free act and deed~~ on the day and year therein mentioned, and who acknowledge to me ~~that they are~~ said corporation is 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 26th day of October, 2023.

STATE OF MISSISSIPPI
BARBARA W WILSON
NOTARY PUBLIC
ID No. 198033
Commission Expires
April 27, 2024
LAMAR COUNTY

Barbara W. Wilson
NOTARY PUBLIC

My Commission Expires: 4-27-24

DEED
Bk:1287 Page:729-730
RCD: 08/13/2018 @ 4:21:16:PM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

Prepared by:
James Kearney Travis, III
Travis and Travis, PLLC
P. O. Box 590
Hattiesburg, MS 39403-0590
(601) 582-5591
MSB #8779

Return to:
James Kearney Travis, III
Travis and Travis, PLLC
P. O. Box 590
Hattiesburg, MS 39403-0590

INDEXING INSTRUCTIONS: Index under the NW ¼ of the NW ¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi

STATE OF MISSISSIPPI
COUNTY OF FORREST

WARRANTY DEED

For and in consideration of the sum of Ten and No/100 ($10.00) Dollars cash in hand paid and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed,

S.M.B.M. Properties, LLC, a Mississippi Limited Liability Company, Grantor
Post Office Box 15188
Hattiesburg, MS 39404
218-232-5129

does hereby grant, bargain, sell, convey, and warrant, subject to the exceptions and reservations hereinafter set forth, unto

Donald M. Pulliam, Grantee
Post Office Box 306
Ellisville, MS 39437
601-319-2861

the real property lying and being situated in the City of Hattiesburg, County of Forrest, State of Mississippi, described as follows, to-wit:

A portion of the NW ¼ of the NW ¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, lying West of the Right-of-Way of U.S. Highway 49, and being more particularly described as follows, to wit:

Commence at the Southwest Corner of the NW ¼ of the NW ¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, and run East along the South line of the said NW ¼ of the NW ¼ for 60 feet to the East line of North 28th Avenue to and for the Point of Beginning; thence run North along the East line of said North 28th Avenue for 47.5 feet, more or less, to the Southerly boundary line of Parcel 1 of the real property conveyed by S.M.B.M. Properties, LLC to Luxeterra, LLC pursuant to Special Warranty Deed filed January 10, 2017, of record in Land Deed Book 1246 at Page 345; thence run Northeasterly along the Southerly boundary line of said Parcel 1 for 319.3 feet, more or less, to the West Right-of-Way line of U.S. Highway 49; thence run Southeasterly along said West Right-of-Way line for 66.50 feet, more or less, to the South line of the said NW ¼ of the NW ¼;

thence run West along the South line of the said NW ¼ of the NW ¼ for 340.24 feet, more or less, to the Point of Beginning; together with any improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above-described property which have been heretofore excepted, reserved, or conveyed by former owners in the chain of title.

This conveyance and the warranty hereof are subject to all valid and existing mineral leases, exceptions, reservations, and conveyances, and to all existing easements, grants, or rights-of-way for public roads, streets, and highways, and for electric, telephone, gas, water, drainage, sewage, or other utility purposes which affect or relate to the above described property.

Taxes on the above described property are being prorated as of this date.

IN TESTIMONY WHEREOF, Witness the Signature of the Grantor on this the 10 day of August, A.D., 2018.

S.M.B.M. Properties, LLC, a Mississippi Limited Liability Company, Grantor

By: Leonard Hill
Leonard Hill, Member/Manager

By: Bobby Wilson
Bobby Wilson, Member/Manager

STATE OF MISSISSIPPI
COUNTY OF FORREST

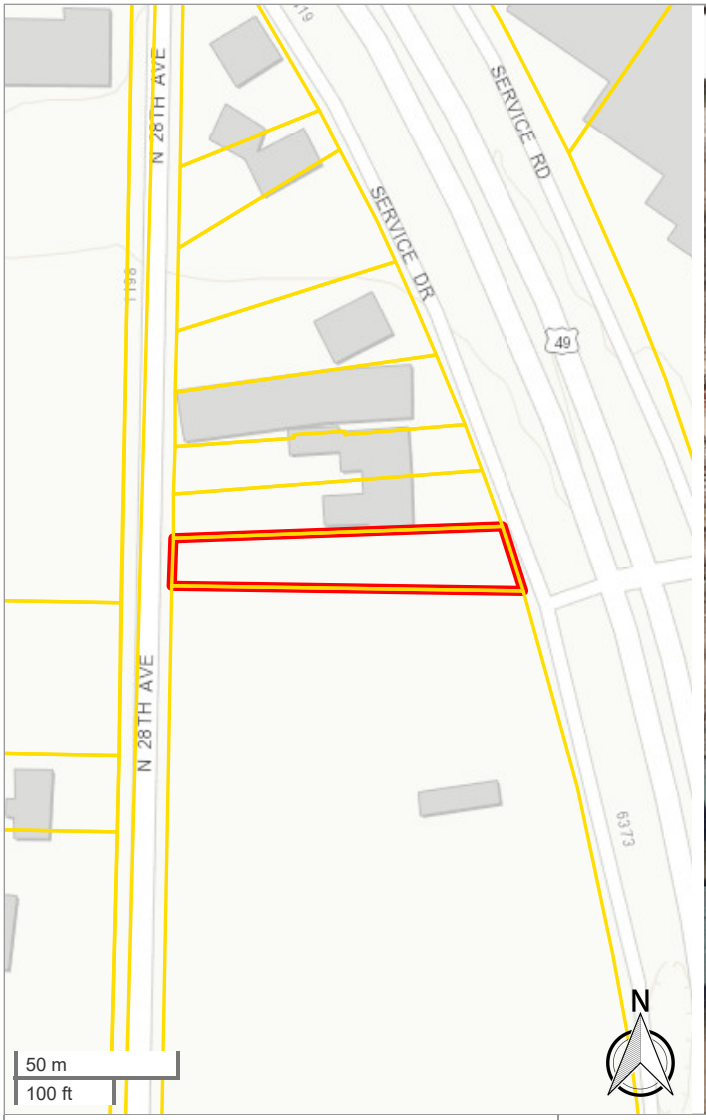
PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named Leonard Hill and Bobby Wilson, the Members/Managers of S.M.B.M. Properties, LLC, a Mississippi Limited Liability Company, who acknowledged that they signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein mentioned for and on behalf of and as the act and deed of said limited liability company, they being duly authorized so to do.

GIVEN under my hand and official seal of office on this the 10th day of August, A.D., 2018.

Notary Public

My Commission Expires:
9-8-21

STATE OF MISSISSIPPI
JAMES KEARNEY TRAVIS III
ID NO. 50244
Commission Expires
09/08/2021
NOTARY PUBLIC
FORREST COUNTY





Forrest County, MS

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

Date Printed: 6/1/2023

PPIN:	26041
PARCEL_ID:	2-028B-05-093.00
OWNERNAME:	PULLIAM DONALD M
ADDRESS1:	P O BOX 306
ADDRESS2:	
CITY:	ELLISVILLE
STATE:	MS
ZIP:	39437
SECTION:	05
TOWNSHIP:	04N
RANGE:	13W
LEGAL1:	BEG 60FT E SW/CR NW 1/4 NW 1/4 E 340.5FT NW 66.5FT W 319.3FT S 47.5FT TO BEG
LEGAL2:	PREV #:H1007-00-018
LEGAL3:	
TAX_DIST:	1110
CULT_AC1:	0
CULT_AC2:	0
UNCULT_AC1:	0
UNCULT_AC2:	0
TOTAL_AC:	0
CULT_VAL1:	49770
CULT_VAL2:	0
UNCUL_VAL1:	0
UNCUL_VAL2:	0
LAND_VAL:	49770
IMP_VAL1:	0
IMP_VAL2:	0
TOTALVALUE:	49770
EXEMPT_COD:	0
HOMESTEAD:	
DEED_BOOK:	1287
DEED_PAGE:	0729
DEED_DATE:	8/12/2018
SITUS_ADDR:	0 HWY 49

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:

___ 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.

___ 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)

___ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

___ 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

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

_____

_____

_____

_____

_____

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

_____

_____

_____

_____

_____

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

_____

_____

_____

_____

_____

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

_____

_____

_____

_____

_____

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

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.

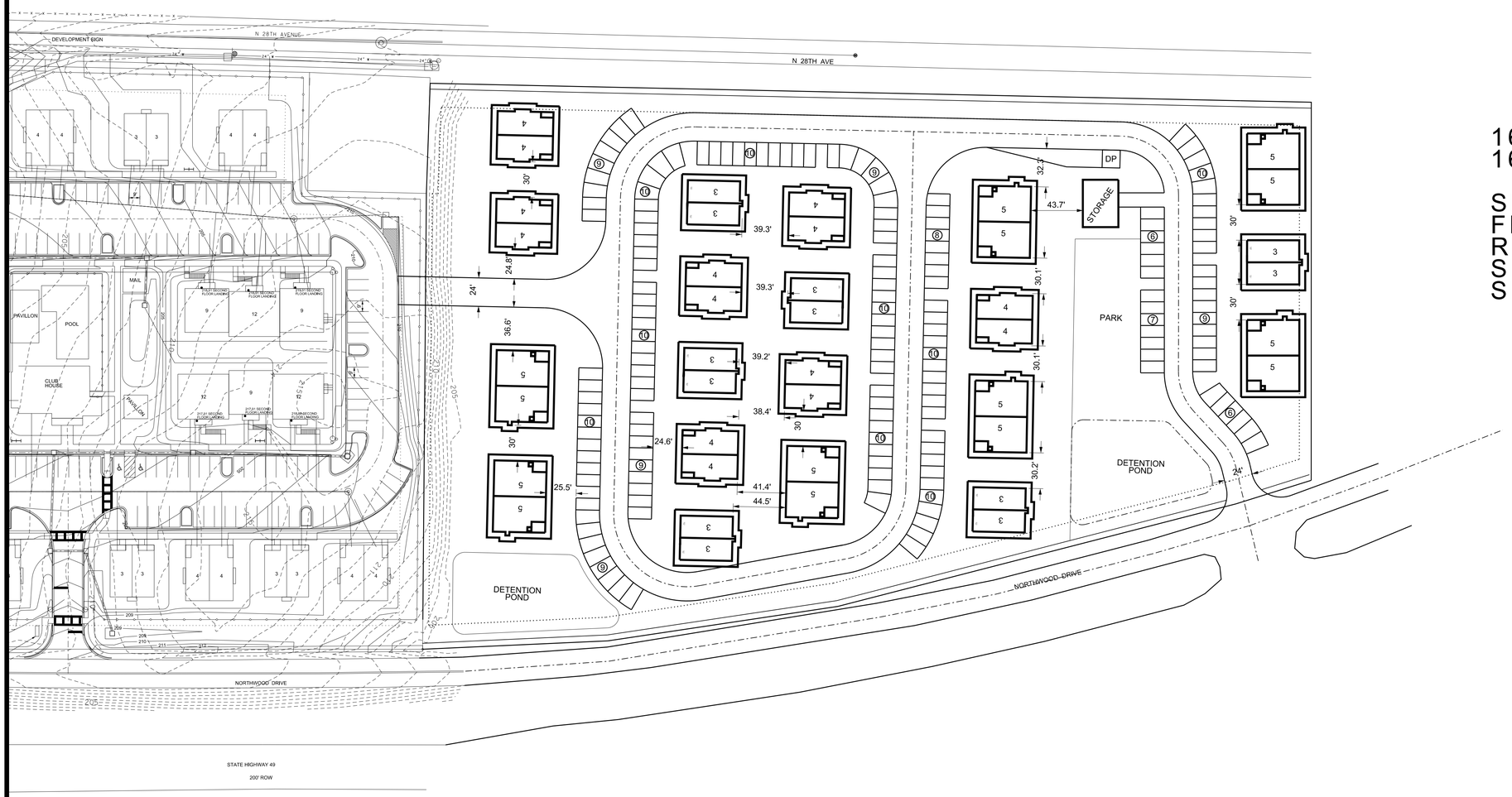
Detailed explanation of condition(s) most applicable to your request:

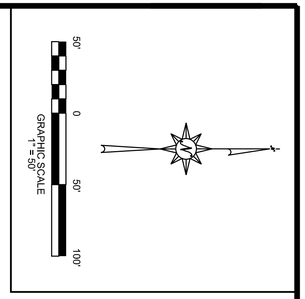
The reason for the zoning change request covers a vast array of items. The most important item is the need for safe new student housing. This development needs to be in a location exactly like the one in question. It offers closeness to a major highway, closeness to the businesses in a functioning part of the town as well as proximity to the university. The important items that the project covers is the need for amenities within the development. A dedicated connection for access to the existing phase 1 amenities and new park for outdoors activities. This development is managed and overseen by a professional company. This property does not have topographic or utility challenges as all the other sites reviewed for this development. The project follows the intent of the comprehensive plan for this type of development.

Ivy Row At Southern Miss
Phase 2

SCHEMATIC LAYOUT

Prepared by InSite Engineering, LLC
OCT. 2023





162 - PARKING SPACES
162 - BEDS

SETBACKS(PROPOSED R-3 ZONING)
FRONT-20'
REAR-20'
SIDE-5' (BORDERING R-3)
SIDE-10' (BORDERING B-3&B-5)

INSITE ENGINEERING

5800 FELDSPAR WAY
HOOVER, ALABAMA 35244
OFFICE (205) 733-9696
FAX (205) 733-9697

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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 PROPERTIES LOCATED BETWEEN NORTH 28TH AVENUE AND NORTHWOOD DRIVE (US 49) (PARCEL NO; 2-028B-05-093.00, 2-028B-05-094.00; PPIN: 26041, AND 26046) OF FORREST CO., WARD 2 FROM SECTION 4.5.12, B-5 (REGIONAL BUSINESS DISTRICT) DISTRICT TO SECTION 4.5.7 R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT).

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.: 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 3.: Legal Description of Properties

PPIN: 26041

A portion of the NW ¼ of the NW ¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, lying West of the Right-of-Way of U.S. Highway 49, and being more

particularly described as follows, to wit:

Commence at the Southwest Corner of the NW ¼ of the NW ¼ of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi, and run East along the South line of the said NW ¼ of the NW ¼ for 60 feet to the East line of North 28th Avenue to and for the Point of Beginning; thence run North along the East line of said North 28th Avenue for 47.5 feet, more or less, to the Southerly boundary line of Parcel 1 of the real property conveyed by S.M.B.M. Properties, LLC to Luxeterra, LLC pursuant to Special Warranty Deed filed January 10, 2017, of record in Land Deed Book 1246 at page 345; thence run Northeasterly along the Southerly boundary line of said Parcel 1 for 319.3 feet, more or less, to the West Right-of-Way line of U.S. Highway 49; thence run Southeasterly along said West Right-of-Way line for 66.50 feet, more or less, to the South line of the said NW ¼ of the NW ¼; thence run West along the South line of the said NW ¼ of the NW ¼ for 340.24 feet, more or less, to the Point of Beginning; together with any improvements thereon and appurtenances thereunto belonging.

LESS AND EXCEPT all of the oil, gas, and other minerals of like kind and character in, on, and under the above-described property which have been heretofore excepted, reserved, or conveyed by former owners in the chain of title.

PPIN: 26046

Beginning sixty feet east and 617.17 feet north of the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, thence run North 728.8 feet more or less to the north line of the Southwest Quarter of the Northwest Quarter, or the Southwest Corner of the Douglas N. Brown property, thence east to the right-of-way of the US Highway 49 By-Pass (now called Paul B. Johnson Memorial Drive) thence in a southeasterly direction along said By-Pass Highway right-of-way to a point due east of the point of beginning which is on the northeastern boundary of the W.R. Fairchild property, thence West along the northern boundary of the W.R. Fairchild property 482.2 feet, more or less, to the point of beginning, all being in the Southwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi: said property being further described as that property conveyed to Grantor by Warranty Deed from John T. Brent, Sr. and wife Allie Bang Brent, dated June 19th, 1957, and recorded in Book 188 at page 60 of the records in the office of the Chancery Clerk of Forrest County, at Hattiesburg, Mississippi.

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

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

December 20th, 2023

The Hattiesburg Planning Commission did meet in a special session on December 20th, at 2:00 PM at the Jackie Dole Community Center, 220 West Front Street, Hattiesburg, Mississippi. Chair Hinton 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. Rhoda Pickett, Vice Chair
3. Elayne Lockett
4. Dick Conville
5. Charles Dawe (Online)
6. Carlos Wilson

Members Absent:

1. Rebekah Ray, Secretary
2. Lee Anne Venable
3. Jeff Keyseear
4. Michael Dickerson (Online)
5. Michael Pruitt

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. Jim Gladden, Esq.
4. Wiley Quinn, Director of Urban Development
5. Andrea Garcia, Planner I
6. Sabrina Wells, Planning Intern

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 2:04 p.m.

AGENDA REVIEW

There came the matter of the December 2023 Agenda. Chair Hinton made a motion to accept the amended agenda, seconded by Commissioner Conville. All members present were in favor.

Motion:

Made by Chair Hinton to approve

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Carlos Wilson	X		
Charles Dawe (Online)	X		

MINUTES REVIEW

For December 6th, 2023 minutes Commissioner Wilson moved for approval, and Commissioner Lockett seconded this motion.

Motion:

Made by Commissioner Wilson to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Carlos Wilson	X		
Charles Dawe (Online)	X		

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner. He informed the Commissioners that the University of Southern Mississippi (USM) case and the Land Development Code amendments (parking regulations) were approved by the City Council on December 19th, 2020. He also announced that the BDBO case will be presented to City Council on January 16th.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Hunter Andrews, representative, and Jason Graham, owner, request approval for a preliminary plat for a major subdivision for a property located at 6214 US Hwy 98. The property is known as "Hattiesburg Market Place", located in Lamar County, Ward 3 (PPIN 24497, 37027, and 12113).

Discussion and Vote:

The planning staff introduced the case. Commissioner Conville questioned the staff about the location of the multi-tenant sign and the common areas. Chair Hinton opened the public hearing portion of the meeting. Mr. Hunter Andrews came to speak on behalf of this project. The applicant was questioned by Commissioner Conville and Vice Chair Pickett regarding the absence of turn lanes. The applicant did not have an answer to their questions. Chair Hinton closed the public portion of the meeting. Commissioner Conville asked the staff about the landscape regulations. It was explained by Mr. Satcher, Senior Planner, that the applicants had coordinated with the City Arborist in order to determine the types of trees to be planted. Cory Long, Planning Manager, announced that the City Engineer requested a condition for approval. Chair Hinton made a recommendation of adding the traffic signal and made a motion to approve the proposal with two conditions:

- Incorporating the language from the City Engineer's request (northeast access road). Any modifications to the east shared access street will require a permit from the Mississippi Department of Transportation.
- A traffic signal will be installed at the intersection of Lamar Blvd and Highway 98.

Commissioner Dawe seconded this motion.

Presented by:

Hunter Andrews

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Chair Hinton to approve with conditions

Second:

Made by Commissioner Dawe

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rhoda Pickett, Vice Chair		X	
Elayne Lockett	X		
Dick Conville			ABSTAINED
Carlos Wilson	X		
Charles Dawe (Online)	X		

Item B:
Creed Group Communities, LLC, agent for RSCO Corporation, owner, and Donald Pulliam, owner, requests approval for rezoning from B-5 (Regional Business) to R-3 (Multi-Family Residential) for a property located adjacent to 6385 Highway 49, Ward 2, Forrest County. (PPIN 26041, 26046).

Discussion and Vote:

The planning staff introduced the case. Commissioner Conville questioned whether this development is targeted towards students. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Gregory Griffith, the applicant, came to speak on behalf of this project. During his response to Commissioner Conville's question regarding the development's market, he also stated that anyone who is accepted into the application would be welcome. Commissioner Conville commented on the arrangement of the parking lot and buildings. Commissioner Dawe questioned the applicant about security measurements in the existing development. James Cassidy, Engineer, joined the public portion of the meeting and in response to Commissioner Conville's question about the parking lot location, he stated that the parking area arrangement is designed to ensure safety. Then Chair Hinton closed the public portion of the meeting. Mr. Satcher, Senior Planner explained to the Commissioners the conditions for approval and parking lot standards of design according to the Land Development Code. Commissioner Conville made a motion to accept the proposal under Basis II: The character of the neighborhood has changed substantially so that rezoning is clearly justified and there is a public need for the rezoning. This was seconded by Commissioner Lockett.

Presented by:
Gregory Griffith and James Cassidy

Proponents:
1. None

Opponents:
1. None

Motion:

Made by Commissioner Conville to approve under Basis II

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Carlos Wilson	X		
Charles Dawe (Online)	X		

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 4:06 p.m.

Motion:

Made by Commissioner Lockett

Second:

Made by Chair Hinton

Vote:

Board Member	Yea	Nay	Other
Amy Hinton, Chair	X		
Rhoda Pickett, Vice Chair	X		
Elayne Lockett	X		
Dick Conville	X		
Carlos Wilson	X		
Charles Dawe (Online)	X		

_____

Amy Hinton, Chair

_____

Cory Long, AICP, Planning Division Manager

AECOM

Ivy Row Residential Development

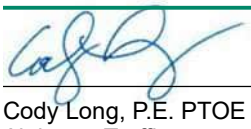
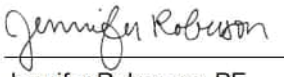
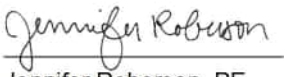
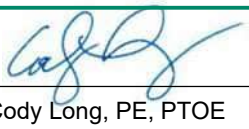
Traffic Impact Assessment

INSITE Engineering, LLC

March 19, 2024

Delivering a better world

Quality information

Prepared by	Checked by	Verified by	Approved by
			
Cody Long, P.E. PTOE Alabama Traffic Engineering Leader	Jennifer Roberson, PE, PTOE, RSP1	Jennifer Roberson, PE, PTOE, RSP1	Cody Long, PE, PTOE

Revision History

Revision	Revision date	Details	Authorized	Name	Position

Distribution List

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Prepared for:

INSITE Engineering, LLC
5800 Feldspar Way
Hoover, AL 35244

March 19, 2024

Prepared by:

Cody Long, P.E. PTOE
Alabama Traffic Engineering Leader
E: cody.long@aecom.com

AECOM
3800 Colonnade Parkway
Birmingham, AL 35243
aecom.com



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Table of Contents

1. Introduction 4
1.1 Background Information 4
1.2 Development Information 4
1.3 Project Study Area/Intersections 4
1.4 Analysis Scenarios 5
2. Existing Traffic Conditions 7
2.1 Existing Traffic Count Data 7
3. Development Information 9
3.1 Background Traffic Growth 9
3.2 Trip Generation Estimates 9
3.3 Trip Distribution, Assignment, & Post-Development Traffic Volumes 10
4. Traffic Impact Analysis 14
4.1 Left Turn Lane Warrant Evaluation 14
4.2 Traffic Capacity Analysis 15
5. Conclusions 20
Appendix A Development Site Plan 21
Appendix B Traffic Data 22
Appendix C Trip Generation 23
Appendix D Turn Lane Warrant Evaluation Sheets 24
Appendix E Intersection Capacity Analysis – Existing Conditions 25
Appendix F Intersection Capacity Analysis – Future Post-Development Conditions 26

Figures

Figure 1. Development Site Plan 5
Figure 2. Site Location Map 6
Figure 3. Existing Traffic Volumes 8
Figure 4. Trip Distribution Patterns 11
Figure 5. Site Generated Traffic Volumes 12
Figure 6. Future Post-Development Traffic Volumes 13

Tables

Table 1. Summary of Traffic Data Collection 7
Table 2. Traffic Growth Rate 9
Table 3. Trip Generation Estimates Comparison 10
Table 4. Trip Generation Estimates - Ivy Row Phase 2 10
Table 5. Left Turn Lane Warrant Analysis 14
Table 6. Right Turn Lane Warrant Evaluation 15
Table 7. Level of Service Descriptions 15
Table 8. Traffic Capacity Analysis – AM Peak Period 16
Table 9. Traffic Capacity Analysis – PM Peak Period 18

1. Introduction

1.1 Background Information

The purpose of this report is to document the facts and findings of a Traffic Impact Assessment completed for the proposed development planned to be constructed adjacent to the existing Ivy Row development along the west side of U.S. Highway 49 in Hattiesburg, Mississippi. This Traffic Impact Assessment has been commissioned to achieve the following:

- To determine the existing level of traffic operations present at study locations.
- To determine the magnitude of traffic to be generated by the proposed development.
- To determine the relationship between site generated traffic and study roadways.
- To determine any potential traffic impacts related to the proposed development.
- To recommend improvements to mitigate any traffic impacts related to the proposed development.

Sources of information utilized in the development of this study effort include the City of Hattiesburg, Mississippi, the Mississippi Department of Transportation, the Federal Highway Administration, the Transportation Research Board, Institute of Transportation Engineers, Insite Engineering, LLC, All Traffic Data Services, LLC, and the files and field reconnaissance of AECOM.

1.2 Development Information

The proposed development is planned to be constructed in Hattiesburg, Mississippi along the west side of U.S. Highway 49 adjacent to its intersection with East Drive. The proposed development is an extension (phase 2) of the existing Ivy Row development. The proposed development is an off-campus student housing development. The proposed development is planned to contain a total of 189 student bedrooms. The existing Ivey Road (phase 1) has a total of 204 bedrooms. Note that for student housing, the number of bedrooms is observed over the number of apartments or dwelling units. This is due to the ability of students to rent bedrooms in existing apartments in lieu of the whole apartment.

Access to the proposed development is planned via a new access driveway to be located at the intersection of Northwood Drive at its intersection with East Drive/U.S. Highway 49. In addition, there will be a cross-access between the existing Ivy Row development (phase 1) and the proposed development (phase 2). The proposed development plan is included as Figure 1.

1.3 Project Study Area/Intersections

The required project study area was discussed and determined with the City of Hattiesburg City Engineer. The following intersections are considered study intersections:

1. U.S. Highway 49 at East Drive
   a. Northwood Drive at East Drive/U.S. Highway 49 (west frontage road intersection)
   b. East Drive at U.S. Highway 49 (east frontage road intersection)
2. U.S. Highway 49 at Median Opening
   a. Northwood Drive at U.S. Highway 49 (west frontage road intersection)
   b. N. 26th Avenue at U.S. Highway 49 (east frontage road intersection)
3. Northwood Drive at Ivy Row Access Driveway

4. Northwood Drive at W 7th Street
5. N 28th Avenue at Ivy Row Access Driveway
6. N 28th Avenue at Hillside Drive
7. N 28th Avenue at W 7th Street



Figure 1. Development Site Plan

Within the study area, U.S. Highway 49 is a four-lane median-divided roadway with a posted speed limit of 45 miles per hour. For the purposes of this study effort, U.S. Highway 49 is considered a north/south roadway.

Within the study area Northwood Drive is a two-lane roadway with a posted speed limit of 30 miles per hour. For the purposes of this study effort, Northwood Drive is considered a north/south roadway.

Within the study area, W 7th Street is a two lane roadway with a posted speed limit of 35 miles per hour. For the purposes of this study effort, W 7th Street is considered an east/west roadway.

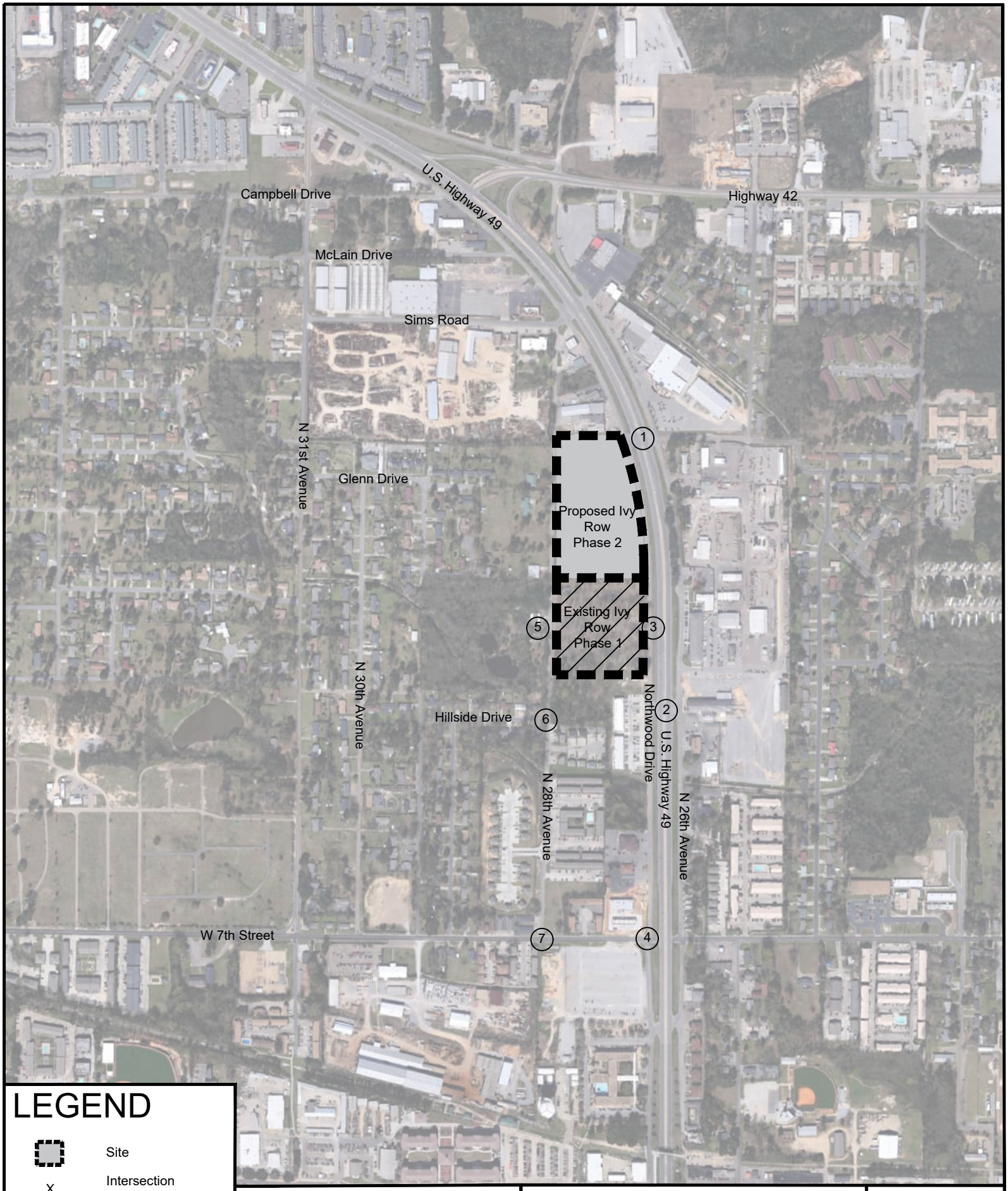
Within the study area, N 28th Avenue is a two-lane roadway with a posted speed limit of 30 miles per hour. For the purposes of this study effort, N 28th Avenue is considered a north/south roadway.

A site location map of the surrounding area is included as Figure 2.

1.4 Analysis Scenarios

The development is planned to be constructed upon approval from reviewing agencies. For the purposes of this study it is assumed the full buildout of the development would be constructed and occupied in mid/late 2025. The following analysis scenarios are considered for this study effort:

- Existing Traffic Conditions – Existing traffic conditions assume the proposed development is not in place.
- Post Development Traffic Conditions – Traffic conditions scenario with the proposed development constructed and occupied. Approximately mid/late 2025.



LEGEND

- Site
- X — Intersection Number
- Unsignalized Intersection
- Signalized Study Intersection

AECOM

Figure 2
Site Location Map
Ivy Road Residential
Hattiesburg, MS

N

Not to Scale

2. Existing Traffic Conditions

2.1 Existing Traffic Count Data

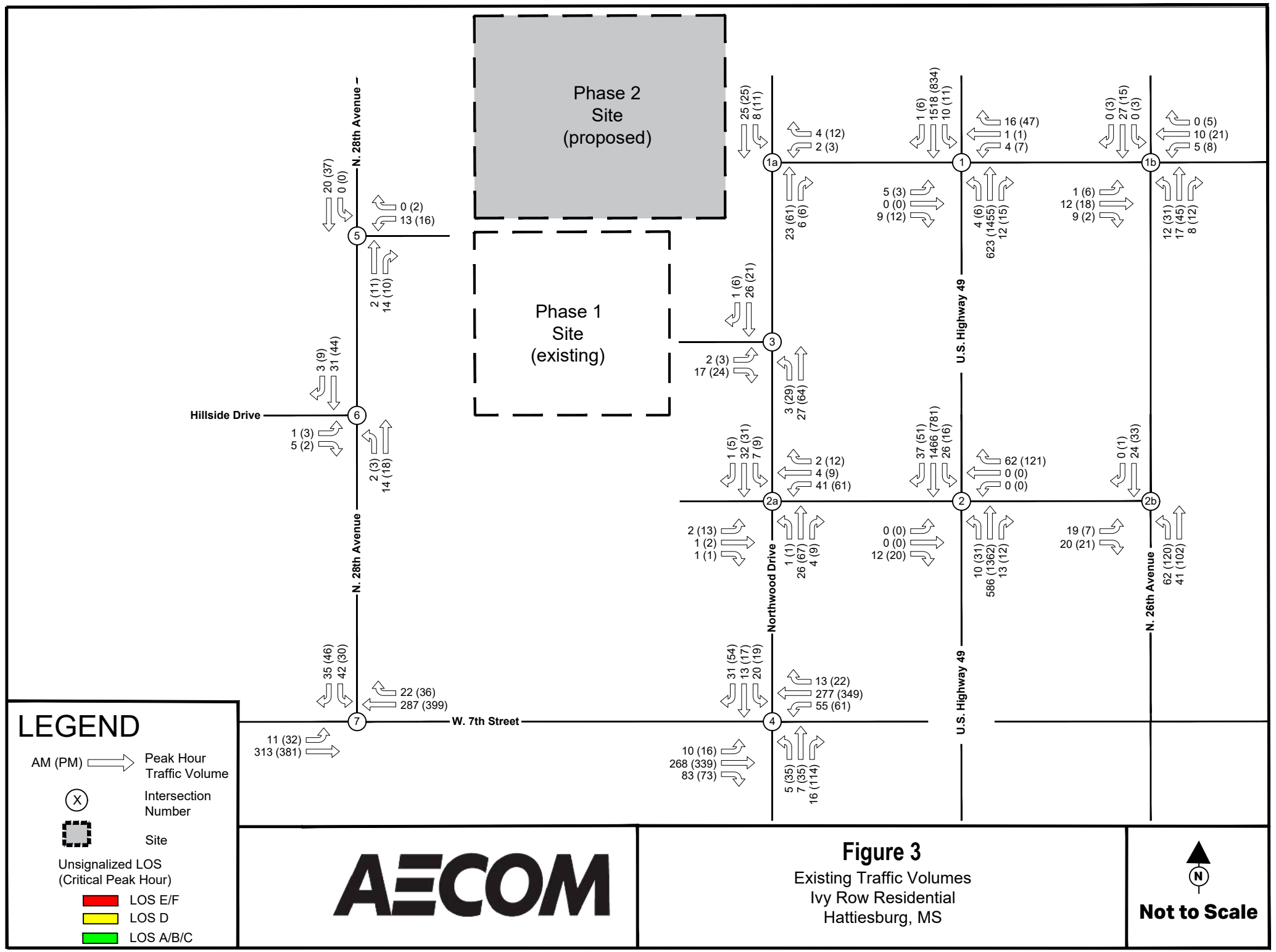
To begin the study process, traffic count data was collected at study intersections during peak periods. Table 1 summarizes the data collected for this study effort.

Table 1. Summary of Traffic Data Collection

Location	Collection Type	Method	Date of Data Collection	Times of Data Collection
Intersection Traffic Data				
#1 – U.S. Highway 49 at East Drive/Northwood Drive	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#1a – Northwood Drive at East Drive/U.S. Highway 49	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#1b – N 26th Avenue at U.S. Highway 49	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#2 – U.S. Highway 49 at Median Opening	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#2a – Northwood Drive at U.S. Highway 49 (Median Opening)	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#2b – N 26th Avenue at U.S. Highway 49 (Median Opening)	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#3 – Northwood Drive at Ivy Row Access	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#4 – Northwood Drive at W 7th Street	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#5 – N 28th Avenue at Ivy Row Access	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#6 – N 28th Avenue at Hillside Drive	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00
#7 – W 7th Street at N 28th Avenue	Intersection Turning Movement Count	Camera Count	February 14, 2024	07:00-09:00, 16:00-18:00

Source: AECOM, All Traffic Data Services, LLC

Existing traffic count data is included in Figure 3. Detailed traffic count data is included in Appendix B.


Phase 2
Site
(proposed)
Phase 1
Site
(existing)
N. 28th Avenue
Hillside Drive
N. 28th Avenue
W. 7th Street
Northwood Drive
U.S. Highway 49
U.S. Highway 49
N. 26th Avenue
1a
1
1b
2a
2
2b
3
4
5
6
7
20 (37)
0 (0)
0 (2)
13 (16)
2 (11)
14 (10)
3 (9)
31 (44)
1 (3)
5 (2)
2 (3)
14 (18)
35 (46)
42 (30)
22 (36)
287 (399)
11 (32)
313 (381)
25 (25)
8 (11)
4 (12)
2 (3)
23 (61)
6 (6)
1 (6)
26 (21)
2 (3)
17 (24)
3 (29)
27 (64)
1 (5)
32 (31)
7 (9)
2 (12)
4 (9)
41 (61)
2 (13)
1 (2)
1 (1)
1 (1)
26 (67)
4 (9)
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4 (6)
623 (1455)
12 (15)
37 (51)
1466 (781)
26 (16)
62 (121)
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0 (0)
0 (0)
12 (20)
10 (31)
586 (1362)
13 (12)
0 (3)
27 (15)
0 (3)
1 (6)
12 (18)
9 (2)
0 (1)
24 (33)
19 (7)
20 (21)
0 (5)
10 (21)
5 (8)
12 (31)
17 (45)
8 (12)
62 (120)
41 (102)
LEGEND
AM (PM)
Peak Hour
Traffic Volume
X
Intersection
Number
Site
Unsignalized LOS
(Critical Peak Hour)
LOS E/F
LOS D
LOS A/B/C
AECOM
Figure 3
Existing Traffic Volumes
Ivy Row Residential
Hattiesburg, MS
N
Not to Scale

3. Development Information

3.1 Background Traffic Growth

The proposed development is planned to begin construction as soon as approvals are received from the reviewing agencies. For the purposes of this study, it is assumed the development will be constructed and occupied by 2025. Therefore a background traffic growth rate was applied to the traffic volumes to account for traffic growth from the time the traffic data was collected to opening day.

The growth rate percentage was calculated based on historical traffic count data obtained from the Mississippi Department of Transportation's Traffic Data from count stations within the study area. In addition, US Census Bureau data was used to further verify/normalize traffic growth rates. Table 2 illustrates the traffic growth rate calculations.

Table 2. Traffic Growth Rate

MDOT Count Station									Weighted Growth Rate
Count Station	Average Daily Traffic Volumes							Average Annual Growth	
	2012	2013	2014	2016	2017	2021	2025*		
MDOT 180370	30,000	31,000	32,000	33,000	32,000	29,000	32,333	0.60%	0.6% per year
US Census Data									
Hattiesburg, MS Census Data	April 1, 2010				July 1, 2020			0.60%	
	45,989				48,730				

Source: MDOT Traffic Data, US Census Bureau, AECOM

Note that forecasts for 2025 ADT were included in the table. To forecast this volume, a historical trend analysis was conducted using future growth forecasts. The upper confidence bound was selected for the forecast traffic volume. This would represent a more conservative analysis by producing a traffic growth higher than the average historical trend. A 0.6% traffic growth rate was selected for study roadway traffic volumes.

3.2 Trip Generation Estimates

Traffic to be generated by the proposed development was determined using trip generation estimates. The methodologies used to determine the trip generation estimates are summarized in the Trip Generation Manual, 11th Edition by the Institute of Transportation Engineers. As a part of this methodology, traffic to be generated by a proposed development is calculated based upon rates for each land use as published in the Trip Generation Manual.

As mentioned previously, the proposed development is a student housing development and is a continued phase of an existing development. The ITE Trip Generation category selected for this development is Land Use 225 "Off-Campus Student Apartment (Low Rise)". The trip generation estimates were compared to the existing traffic volumes experienced at the existing Ivy Row development. The comparison is included as Table 3.

Table 3. Trip Generation Estimates Comparison

Land Use	ITE Code	Total Trip Generation Estimates			
		AM Peak Hour		PM Peak Hour	
		Inbound	Outbound	Inbound	Outbound
Existing Traffic Volumes – Ivy Row Phase 1 (as recorded in traffic counts)					
Student Housing – 204 Bedrooms	N/A	6	32	49	48
Trip Generation Estimates – Ivy Row Phase 1					
Off-Campus Student Apartment (Low-Rise)	225	11	31	35	33

Source: ITE Trip Generation Manual 11th Edition, ATD, AECOM

The values shown in Table 3 illustrate the trips generated by Ivy Row Phase 1 are approximately 30% lower during the PM Peak period than the ITE Trip Generation Manual predicts. As a result, the trip generation estimates used for the Phase 2 development of Ivy Row were increased by 30% for the PM Peak period.

Trips to be generated by the proposed residential development can be defined as new trips. New trips are traffic that would not have otherwise traveled study roadways without the proposed development in place. New trips add traffic to the study roadways. Table 4 illustrates the trip generation estimates developed for Ivy Row Phase 2.

Table 4. Trip Generation Estimates - Ivy Row Phase 2

Land Use	ITE Code	Total Trip Generation Estimates			
		AM Peak Hour		PM Peak Hour	
		Inbound	Outbound	Inbound	Outbound
Trip Generation Estimates – Ivy Row Phase 2					
Student Housing – 189 Bedrooms	225	11	29	43*	39*

Source: ITE Trip Generation Manual 11th Edition

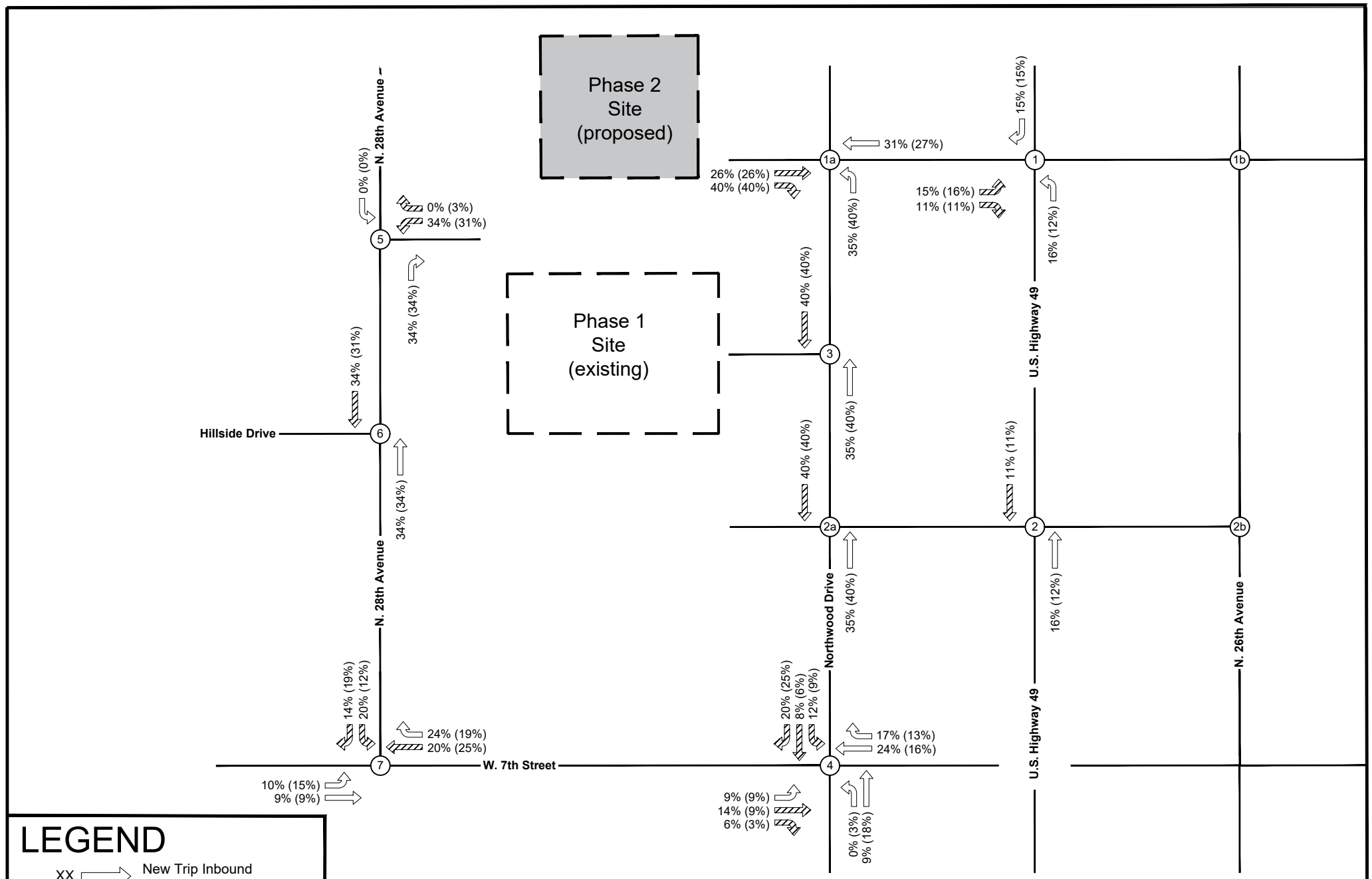
Note that PM Trip Generation Estimates were increased by 30% as mentioned previously.

3.3 Trip Distribution, Assignment, & Post-Development Traffic Volumes

The proposed development is planned to access Northwood Drive via an access driveway that is planned to align with the existing median opening along with U.S. Highway 49. Trip generation estimates are placed on study area roadways considering the following factors:

- existing traffic patterns;
- adjacent land uses;
- area population concentrations; and,
- area attractions such as schools, industry, commercial areas, etc.

Figure 4 illustrates trip distribution patterns used to assign development traffic to study area roadways. Figure 5 illustrates site generated traffic assigned to study intersections and roadways. Once trip assignments are made, they are assigned to Existing Traffic Volumes with the 0.6% traffic growth applied, resulting in Future Post-Development Traffic Volumes illustrated in Figure 6.



LEGEND

- XX — New Trip Inbound Distribution Percentage
- XX — New Trip Outbound Distribution Percentage
- (X) — Intersection Number
- Site

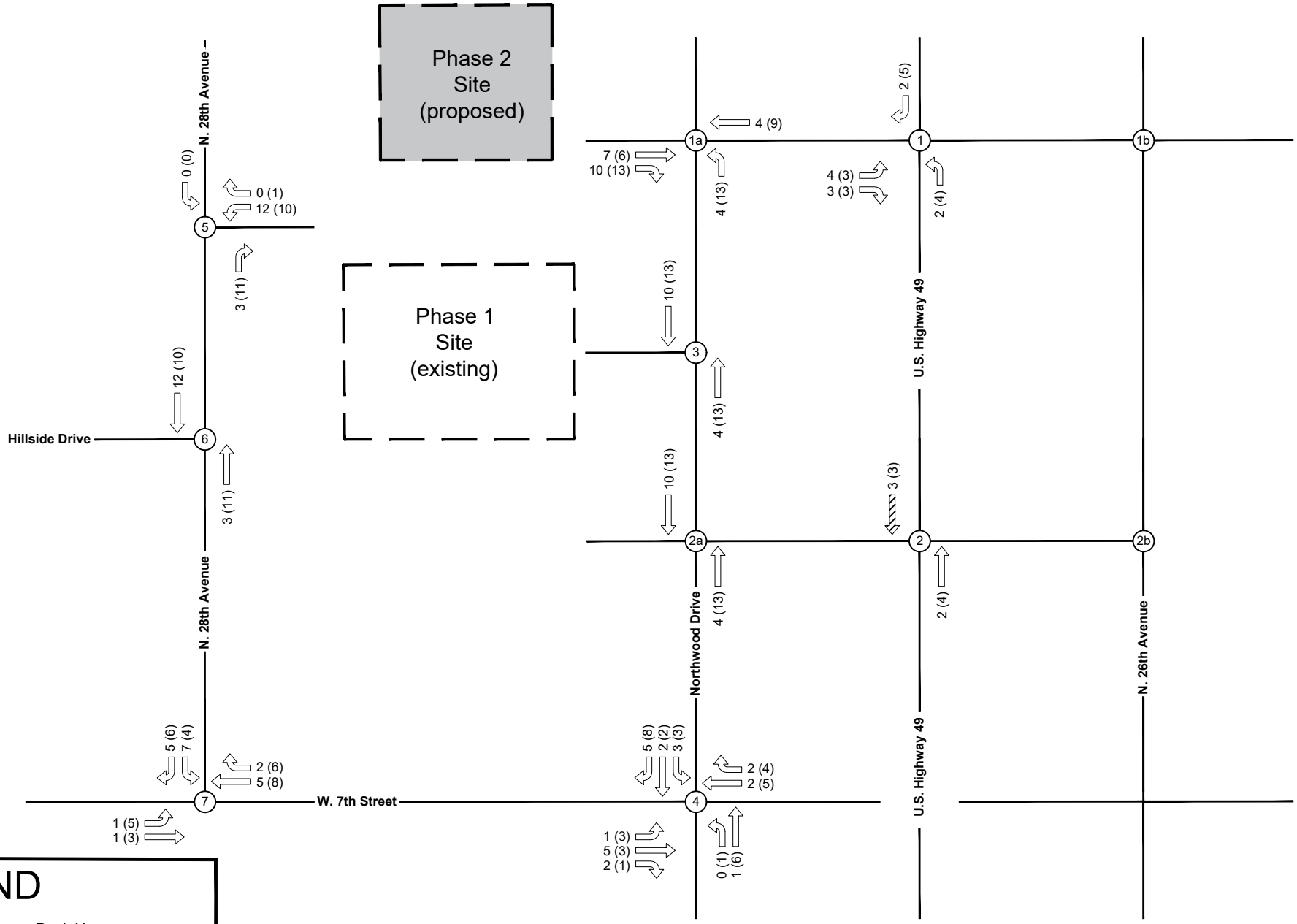
AECOM

Figure 4

Trip Distribution Patterns
Ivy Row Residential
Hattiesburg, MS

N

Not to Scale



LEGEND

AM (PM) — Peak Hour Traffic Volume

(X) — Intersection Number

Site

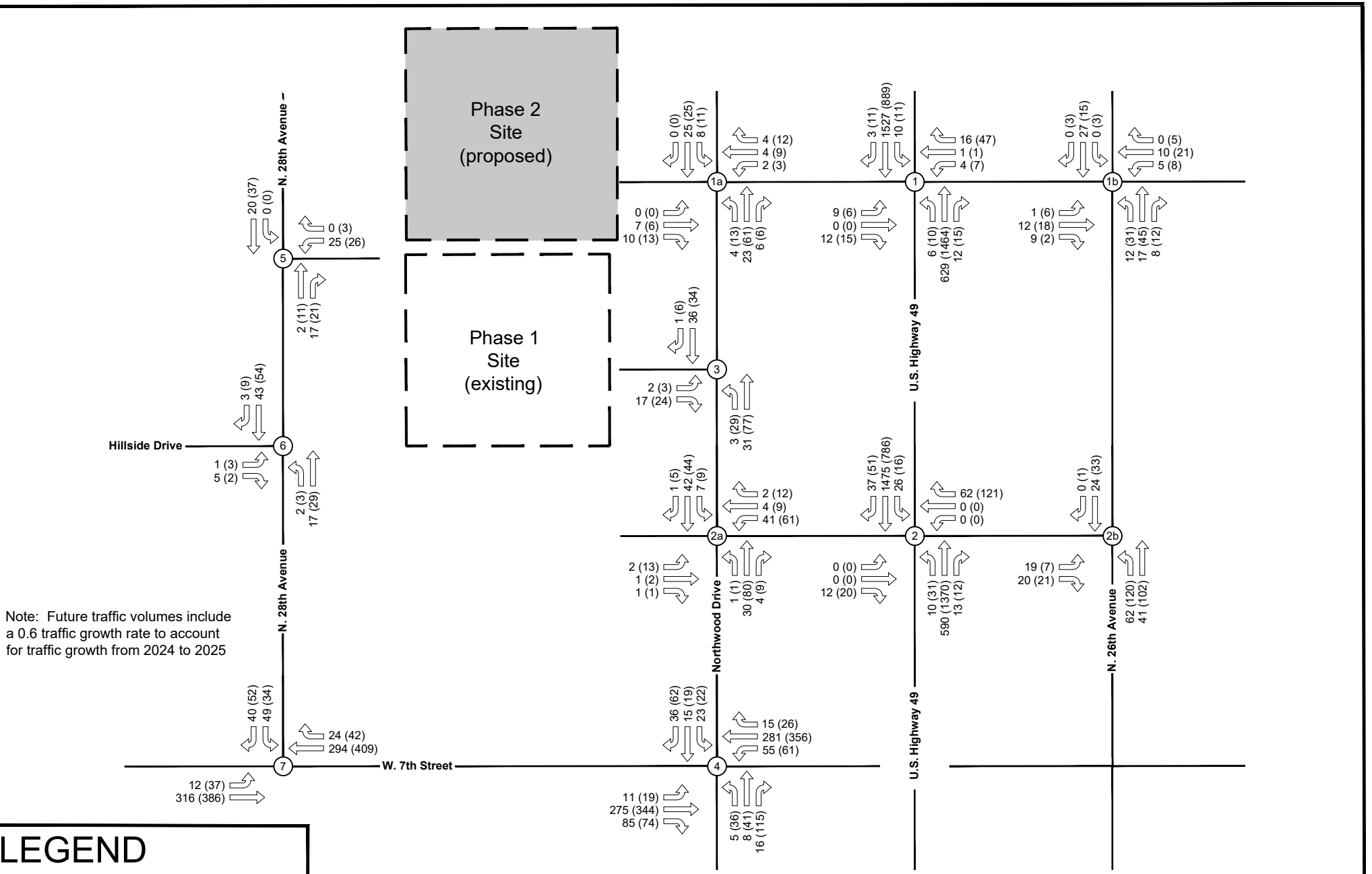
AECOM

Figure 5

Site Generated Traffic Volumes
Ivy Row Residential
Hattiesburg, MS

N

Not to Scale


Phase 2
Site
(proposed)
Phase 1
Site
(existing)
N. 28th Avenue
Hillside Drive
N. 28th Avenue
W. 7th Street
Northwood Drive
U.S. Highway 49
U.S. Highway 49
U.S. Highway 49
N. 26th Avenue
1a
1
1b
2a
2
2b
3
4
5
6
7
Note: Future traffic volumes include a 0.6 traffic growth rate to account for traffic growth from 2024 to 2025
LEGEND
AM (PM) Peak Hour Traffic Volume
X Intersection Number
Site
AECOM
Figure 6
Future Post-Development Traffic Volumes
Ivy Row Residential
Hattiesburg, MS
N
Not to Scale

4. Traffic Impact Analysis

4.1 Left Turn Lane Warrant Evaluation

An evaluation was conducted to determine the need for left turn lanes at development access intersections. The methodology used to determine the need for left turn lanes is summarized in NCHRP Report 457 published by the Transportation Research Board. The methodology states a left turn lane should be considered based upon the following guidelines:

- A left turn lane should be considered at any median crossover on a divided, high-speed road.
- A left turn lane should be provided on the unstopped approach of a high-speed rural highway when it intersects with other arterials or collectors.
- A left turn lane is recommended on the unstopped approach of any intersection when the combination of intersection volumes meet criteria as illustrated in Figure 2-5 of NCHRP Report 457 (not shown in this report).

NCHRP Report 457 includes a left turn lane warrant analysis worksheet that is used to determine the need for a left turn lane based upon the summary of research and observed criteria. Table 5 summarizes the results of the left turn lane analyses conducted for this study effort. Detailed left turn lane warrant analyses are included as Appendix D.

Table 5. Left Turn Lane Warrant Analysis

Approach	Period	85th Percentile Speed	Left Turn Volume	Advancing Volume	Opposing Volume	Result
Intersection #1a – Northwood Drive at East Drive/U.S. Highway 49/ Site Access						
Northbound Northwood Drive	AM Peak	30 mph	4	33	31	**Not Warranted**
	PM Peak		13	80	36	
Intersection #3 – Northwood Drive at Ivy Row Access						
Northbound Northwood Drive	AM Peak	30 mph	3	34	37	**Not Warranted**
	PM Peak		29	106	40	
Intersection #5 – N 28th Avenue at Ivy Row						
Southbound N 28th Avenue	AM Peak	30 mph	0	20	19	**Not Warranted**
	PM Peak		0	37	32	

Source: NCHRP Report 457, AECOM

4.1 Right Turn Lane Warrant Evaluation

An evaluation was conducted to determine the need for right turn lanes at the development access intersections. The methodology used to determine the need for right turn lanes is summarized in NCHRP Report 457 published by the Transportation Research Board. The methodology developed guidelines on when to provide a right turn lane based upon the evaluation of the operating and collision costs associated with the right turn maneuver relative to the cost of constructing a right turn lane. This guideline is summarized in Figure 2-6 of NCHRP Report 457 (not shown in this report).

NCHRP Report 457 includes a right turn lane warrant analysis worksheet that is used to determine the need for a right turn lane based upon the summary of research and observed criteria. Table 6

summarizes the results of the right turn lane analyses conducted for this study effort. Detailed right turn lane warrant evaluations are included as Appendix D.

Table 6. Right Turn Lane Warrant Evaluation

	Period	Major Road Speed	Major Road Volume	Right Turn Volume	Result
Intersection #1a – Northwood Drive at East Drive/U.S. Highway 49/ Site Access					
Southbound Northwood Drive	AM Peak	30 mph	31	0	**Not Warranted**
	PM Peak		36	0	
Intersection #3 – Northwood Drive at Ivy Row Access					
Southbound Northwood Drive	AM Peak	30 mph	37	1	**Not Warranted**
	PM Peak		40	6	
Intersection #5 – N 28th Avenue at Ivy Row					
Northbound N 28th Avenue	AM Peak	30 mph	19	17	**Not Warranted**
	PM Peak		32	21	

Source: NCHRP Report 457, AECOM

4.2 Traffic Capacity Analysis

The capacity and operation of study intersections was evaluated for peak traffic periods. The methodology used for this analysis is outlined in the Highway Capacity Manual 6th Edition by the Transportation Research Board. This methodology defines capacity as Level of Service (LOS) which correlates to varying levels of delay. Table 7 illustrates the levels of service and corresponding delay levels as defined by the Highway Capacity Manual.

Table 7. Level of Service Descriptions

Level of Service (LOS)		Description	Signalized Intersection Vehicle Delay (Seconds/vehicle)	Unsignalized Intersection Vehicle Delay (seconds/vehicle)
Best	A	Free flow operation	0-10	<10
	B	Reasonably free flow operation	>10-20	>10 and <15
	C	Stable operation	>20-35	>15 and <25
	D	Less stable operation (approaching capacity)	>35-55	>25 and <35
	E	Unstable operation (operating at capacity)	>55-80	>35 and <50
Worst	F	Congested operation (operating above capacity)	>80	>50

Source: Highway Capacity Manual, Sixth Edition

The analysis software used to calculate the intersection levels of service is Synchro version 11. Peak hour intersection capacity analyses are summarized in Table 8 and Table 9. Capacity analysis software prints are included as Appendix E and Appendix F.

Table 8. Traffic Capacity Analysis – AM Peak Period

Intersection Approach	2024 Existing Traffic Conditions			2025 Future Traffic Conditions		
	LOS	Delay (s)	Queue	LOS	Delay (s)	Queue
#1 – U.S. Highway 49 at East Drive/Northwood Drive						
Eastbound Northwood Drive	F	106.4	35’	F	183.6	65’
Westbound East Drive	F	52.1	35’	F	56.0	37’
Northbound U.S. Highway 49	A	0.1	1’	A	0.1	1’
Southbound U.S. Highway 49	A	0.1	2’	A	0.1	2’
#1a – Northwood Drive at East Drive/Site Access (west frontage road)						
Eastbound Site Access	Approach does not exist in this scenario			A	0.0	0’
Westbound U.S. Highway 49	A	4.8	0’	A	3.7	0’
Northbound Northwood Drive	A	9.2	3’	A	9.3	4’
Southbound Northwood Drive	A	9.3	4’	A	9.4	4’
#1b – N 26th Avenue at U.S. Highway 49 (east frontage road)						
Eastbound U.S. Highway 49	A	0.7	0’	A	0.7	0’
Westbound East Drive	A	2.9	0’	A	2.9	0’
Northbound N 26th Avenue	A	9.4	6’	A	9.4	6’
Southbound N 26th Avenue	A	9.7	4’	A	9.8	5’
#2 – U.S. Highway 49 at Median Opening						
Eastbound Northwood Dr	C	18.5	10’	C	18.5	10’
Westbound N 26th Avenue	B	10.9	8’	A	9.9	7’
Northbound U.S. Highway 49	A	0.4	3’ (L)	A	0.5	3’ (L)
Southbound U.S. Highway 49	A	0.1	2’ (L)	A	0.2	3’ (L)
#2a – Northwood Drive at U.S. Highway 49 (west frontage road)						
Eastbound Shopping Plaza	A	2.4	0’	A	2.4	0’
Westbound U.S. Highway 49	A	5.7	3’	A	5.7	3’
Northbound Northwood Drive	A	9.9	5’	A	10.0	5’
Southbound Northwood Drive	B	10.4	8’	B	10.6	10’
#2b – N 26th Avenue at U.S. Highway 49 (east frontage road)						
Eastbound U.S. Highway 49	A	3.9	2’	A	3.9	2’
Northbound N 26th Avenue	B	10.3	15’	B	10.3	15’
Southbound N 26th Avenue	A	9.9	4’	A	9.9	4’
#3 – Northwood Drive at Ivy Row Access (Phase 1)						
Eastbound Ivy Row Access Phase 1	A	8.7	3’	A	8.8	3’
Northbound Northwood Drive	A	1.3	0’	A	1.2	0’
Southbound Northwood Drive	A	0.0	0’	A	0.0	0’

Intersection Approach	2024 Existing Traffic Conditions			2025 Future Traffic Conditions		
	LOS	Delay (s)	Queue	LOS	Delay (s)	Queue
#4 – Northwood Drive at W 7th Street						
Eastbound W 7th Street	A	0.3	0’	A	0.4	1’
Westbound W 7th Street	A	1.6	5’	A	2.2	6’
Northbound Northwood Drive	C	16.2	10’	C	17.0	11’
Southbound Northwood Drive	C	19.0	28’	C	20.3	34’
#5 – N 28th Avenue at Ivy Row Access						
Westbound Ivy Row Phase 1 Access	A	8.9	2’	A	8.9	4’
Northbound N 28th Avenue	A	0.0	0’	A	0.0	0’
Southbound N 28th Avenue	A	0.0	0’	A	0.0	0’
#6 – N 28th Avenue at Hillside Drive						
Eastbound Hillside Drive	A	8.7	1’	A	8.8	1’
Northbound N 28th Avenue	A	2.1	0’	A	1.8	0’
Southbound N. 28th Avenue	A	0.0	0’	A	0.0	0’
#7 – W 7th Street at N 28th Avenue						
Eastbound W 7th Street	A	0.5	2’	A	0.5	2’
Westbound W 7th Street	A	0.0	0’	A	0.0	0’
Southbound N 28th Avenue	B	14.3	21’	C	15.1	26’

Source: AECOM, Synchro, HCM 6, HCM 2000

Table 9. Traffic Capacity Analysis – PM Peak Period

Intersection Approach	2024 Existing Traffic Conditions			2025 Future Traffic Conditions		
	LOS	Delay	Queue	LOS	Delay	Queue
#1 – U.S. Highway 49 at East Drive/Northwood Drive						
Eastbound Northwood Drive	F	69.2	33’	F	172.2	82’
Westbound East Drive	F	110.4	143’	F	142.1	160’
Northbound U.S. Highway 49	A	0.1	1’	A	0.1	2’
Southbound U.S. Highway 49	A	0.3	4’	A	0.3	4’
#1a – Northwood Drive at East Drive/Site Access (west frontage road)						
Eastbound Site Access	Approach does not exist in this scenario			A	0.0	0’
Westbound U.S. Highway 49	A	1.5	0’	A	1.0	0’
Northbound Northwood Drive	A	9.6	10’	A	9.8	12’
Southbound Northwood Drive	A	9.4	5’	A	9.6	5’
#1b – N 26th Avenue at U.S. Highway 49 (east frontage road)						
Eastbound U.S. Highway 49	A	1.5	0’	A	1.7	1’
Westbound East Drive	A	1.8	1’	A	2.2	1’
Northbound N 26th Avenue	B	11.2	27’	B	12.0	36’
Southbound N 26th Avenue	A	9.7	3’	A	9.8	4’
#2 – U.S. Highway 49 at Median Opening						
Eastbound Northwood Dr	B	12.2	5’	B	12.3	5’
Westbound N 26th Avenue	C	19.1	37’	C	20.1	40’
Northbound U.S. Highway 49	A	0.3	5’ (L)	A	0.3	5’ (L)
Southbound U.S. Highway 49	A	0.3	3’ (L)	A	0.3	3’ (L)
#2a – Northwood Drive at U.S. Highway 49 (west frontage road)						
Eastbound Shopping Plaza	A	5.5	1’	A	5.5	1’
Westbound U.S. Highway 49	A	4.4	3’	A	4.4	3’
Northbound Northwood Drive	B	11.3	14’	B	11.6	16’
Southbound Northwood Drive	B	11.2	10’	B	11.5	14’
#2b – N 26th Avenue at U.S. Highway 49 (east frontage road)						
Eastbound U.S. Highway 49	A	3.3	1’	A	3.8	1’
Northbound N 26th Avenue	B	10.9	29’	B	11.6	30’
Southbound N 26th Avenue	A	9.6	5’	A	9.9	11’
#3 – Northwood Drive at Ivy Row Access (Phase 1)						
Eastbound Ivy Row Access (Phase 1)	A	8.9	4’	A	9.0	4’
Northbound Northwood Drive	A	2.2	2’	A	2.1	2’
Southbound Northwood Drive	A	0.0	0’	A	0.0	0’

Intersection Approach	2024 Existing Traffic Conditions			2025 Future Traffic Conditions		
	LOS	Delay	Queue	LOS	Delay	Queue
#4 – Northwood Drive at W 7th Street						
Eastbound W 7th Street	A	0.3	1’	A	0.4	2’
Westbound W 7th Street	A	1.3	6’	A	1.3	6’
Northbound Northwood Drive	F	66.9	192’	F	96.4	241’
Southbound Northwood Drive	E	49.0	98’	F	70.7	141’
#5 – N 28th Avenue at Ivy Row Access						
Westbound Ivy Row Phase 1 Access	A	8.9	2’	A	9.1	3’
Northbound N 28th Avenue	A	0.0	0’	A	0.0	0’
Southbound N 28th Avenue	A	0.0	0’	A	0.9	0’
#6 – N 28th Avenue at Hillside Drive						
Eastbound Hillside Drive	A	9.0	1’	A	9.0	1’
Northbound N 28th Avenue	A	1.6	0’	A	1.2	0’
Southbound N. 28th Avenue	A	0.0	0’	A	0.0	0’
#7 – W 7th Street at N 28th Avenue						
Eastbound W 7th Street	A	0.8	3’	A	1.3	3’
Westbound W 7th Street	A	0.0	0’	A	0.0	0’
Southbound N 28th Avenue	C	17.3	25’	C	15.6	24’

Source: AECOM, Synchro, HCM 6

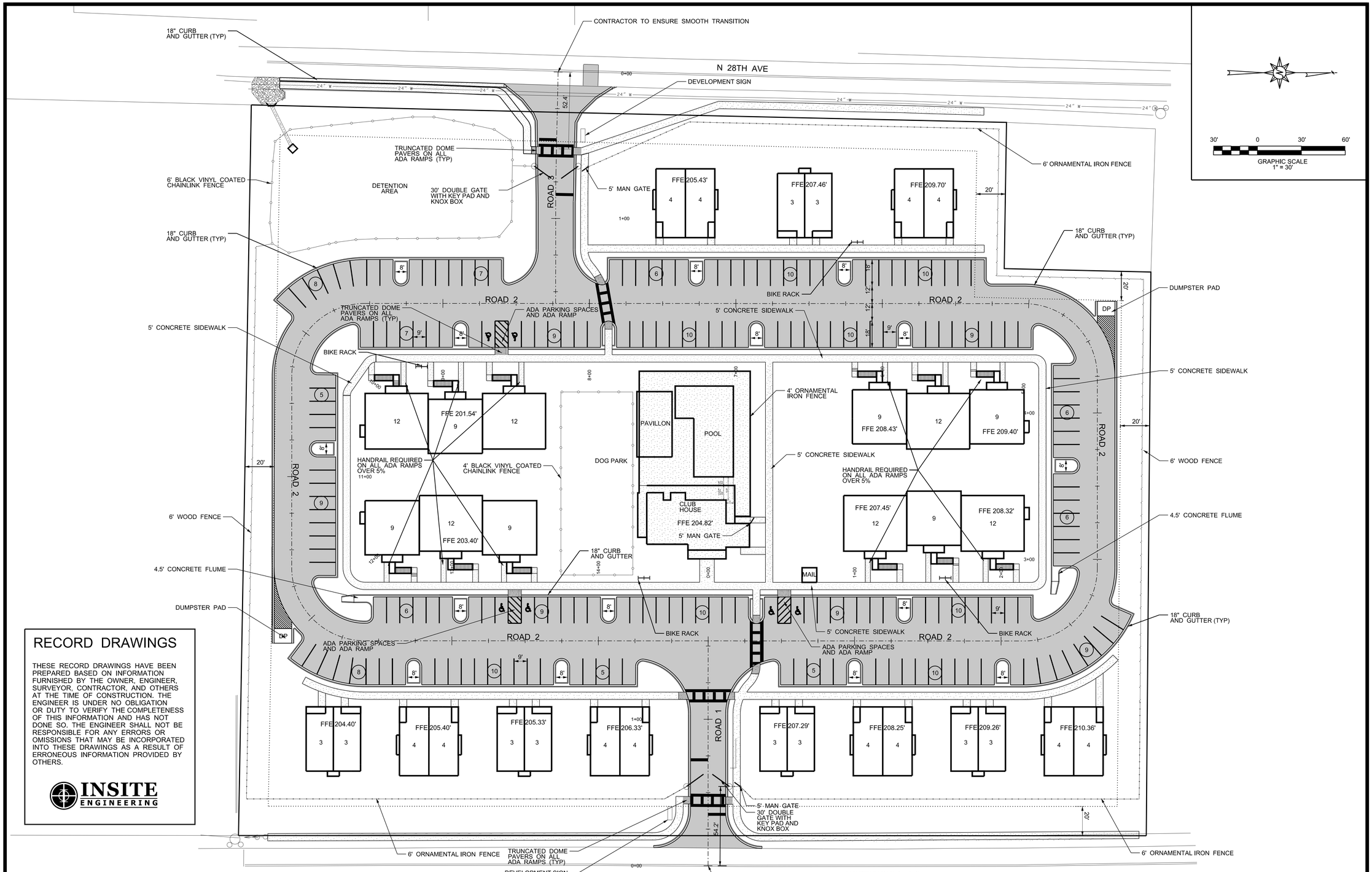
The eastbound Northwood Drive and westbound East Drive approaches at its intersection with U.S. Highway 49 functions as an LOS F under existing traffic conditions and continues to operate at an LOS F under future conditions. Additionally, the northbound and southbound Northwood Drive approaches at its intersection with W 7th Street operates with poor levels of service during the afternoon commuter peak under existing conditions and would continue to operate with poor levels of service under future conditions. The projected levels of service and delay for these approaches do not indicate a capacity issue but do indicate traffic will wait when trying to enter U.S. Highway 49 and W 7th Street, respectively. This is typical for side street stop conditions along roadways such as U.S. Highway 49 and W 7th Street.

5. Conclusions

Based upon the information included in this report, the following could be stated about the proposed Ivy Row Phase 2 Residential Development:

1. The proposed development is planned to contain a 189 bedroom student housing development.
2. Study intersections operate with acceptable levels of service under existing traffic conditions with the exception of eastbound Northwood Drive and westbound East Drive at its intersection with U.S. Highway 49 and northbound and southbound Northwood Drive at its intersection with W 7th Street.
3. Trip generation estimates were compared to existing traffic counts at the Phase 1 Ivy Row Development to determine the appropriate trip generation values. The comparison showed the trips generated by Ivy Row Phase 1 are approximately 30% lower during the PM Peak period than the ITE Trip Generation Manual predicts. As a result, the trip generation estimates used for the Phase 2 development of Ivy Row were increased by 30% for the PM Peak period.
4. The proposed development would generate approximately 40 trips in the morning commuter peak period and 72 trips in the afternoon commuter peak period.
5. No turn lanes are warranted at the site driveways.
6. Future study intersections would operate with acceptable levels of service with the proposed development in place. The eastbound Northwood Drive and westbound East Drive approaches at its intersection with U.S. Highway 49 and northbound and southbound Northwood Drive approaches at its intersection with W 7th Street would continue to operate with poor levels of service under future traffic conditions.

Appendix A Development Site Plan



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INSITE ENGINEERING

NORTHWOOD DRIVE

BEDROOMS PER BUILDING	DUPLEX/TRIPLEX	NUMBER OF BUILDINGS	TOTAL BEDROOMS	NUMBER OF DWELLING	PARKING SPOT REQUIRMENT PER DWELLING 1.25
3	DUPLEX	5	30	10	12.5
4	DUPLEX	6	48	12	15.0
9	TRIPLEX	6	54	18	22.5
12	TRIPLEX	6	72	18	22.5
TOTALS		23	204	58	72.5
ZONING: R-3 MULTIFAMILY				8.6 UNITS / ACRE	204 PARKING SPOTS PROVIDED

INSITE ENGINEERING
5800 FELDSPAR WAY
HOOVER, ALABAMA 35244
OFFICE (205) 733-9696
FAX (205) 733-9697

CIVIL / GIS
INFRASTRUCTURE
ENVIRONMENTAL
PLANNING
COMMERCIAL
RESIDENTIAL

IVY ROW AT SOUTHERN MISS

HATTIEBURG, MS

AS-BUILT DRAWING

PROJECT INFO:
INSITE JOB No. 21127.00
PLOTTED: 1/17/24

THIS SHEET CONTAINS:
SITE PLAN

SCALE: 1"= 30'
SHEET 6 OF 24

SI-1

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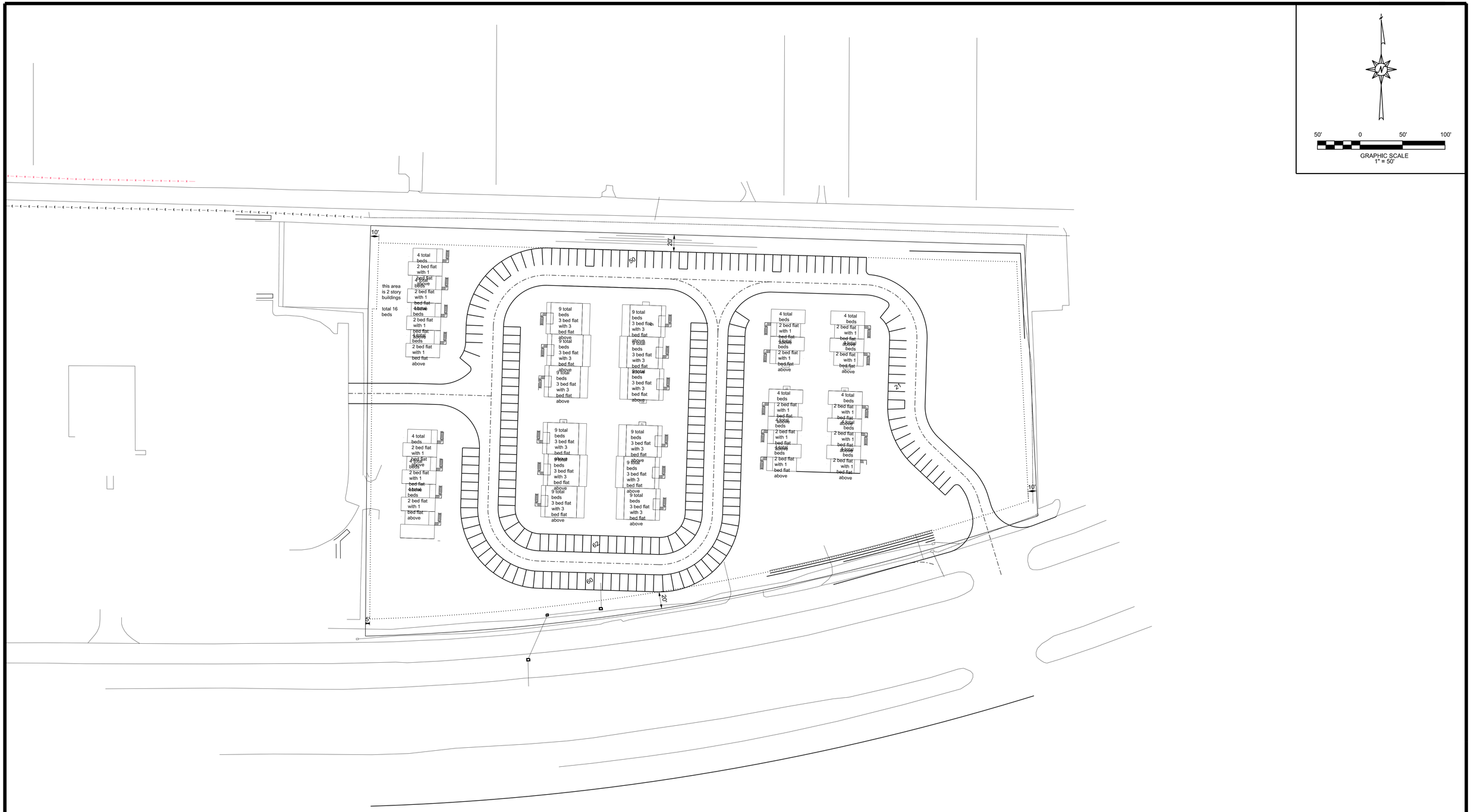

Ivy Row At Southern Miss Phase 2

SCHEMATIC LAYOUT

Prepared by InSite Engineering, LLC
MARCH. 2024

CURRENT ZONING B-5
PROPOSED ZONING R-3

SETBACKS(PROPOSED R-3 ZONING)
FRONT-20'
REAR-20'
SIDE-5' (BORDERING R-3)
SIDE-10' (BORDERING B-3&B-5)

189 TOTAL BEDROOMS

? UNITS / ACRE 193 PARKING SPOTS PROVIDED

INSITE ENGINEERING

5800 FELDSPAR WAY
HOOVER, ALABAMA 35244
OFFICE (205) 733-9696
FAX (205) 733-9697

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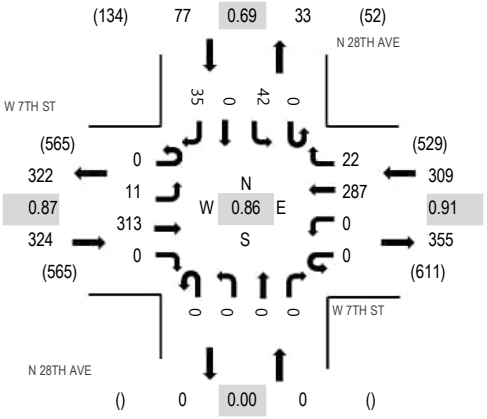
Appendix B Traffic Data

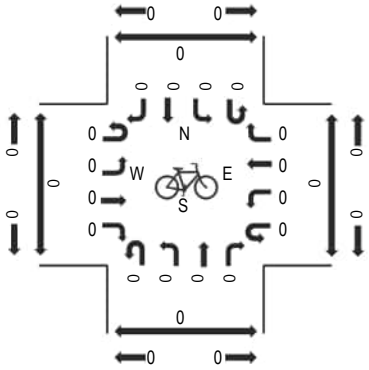
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 N 28TH AVE & W 7TH ST AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

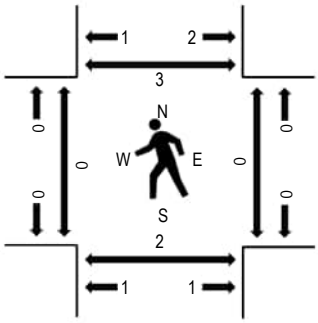
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	W 7TH ST Eastbound				W 7TH ST Westbound				N 28TH AVE Northbound				N 28TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	3	54	0	0	0	29	3	0	0	0	0	0	9	0	6	104	653	0	0	0	0
7:15 AM	0	1	69	0	0	0	65	4	0	0	0	0	0	10	0	4	153	710	0	0	1	0
7:30 AM	0	6	87	0	0	0	81	4	0	0	0	0	0	13	0	15	206	686	0	0	1	2
7:45 AM	0	2	91	0	0	0	73	6	0	0	0	0	0	11	0	7	190	615	0	0	0	1
8:00 AM	0	2	66	0	0	0	68	8	0	0	0	0	0	8	0	9	161	575	0	0	0	0
8:15 AM	0	2	55	0	0	0	59	2	0	0	0	0	0	5	0	6	129		0	0	0	1
8:30 AM	0	1	57	0	0	0	63	2	0	0	0	0	0	6	0	6	135		0	0	0	1
8:45 AM	0	4	65	0	0	0	60	2	0	0	0	0	0	5	0	14	150		0	0	1	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	1	0	0	0	0	0	0	0	0	0	2
Buses	0	0	6	0	0	0	4	1	0	0	0	0	0	2	0	0	13
Lights	0	11	301	0	0	0	277	21	0	0	0	0	0	40	0	35	685
Mediums	0	0	5	0	0	0	5	0	0	0	0	0	0	0	0	0	10
Total	0	11	313	0	0	0	287	22	0	0	0	0	0	42	0	35	710

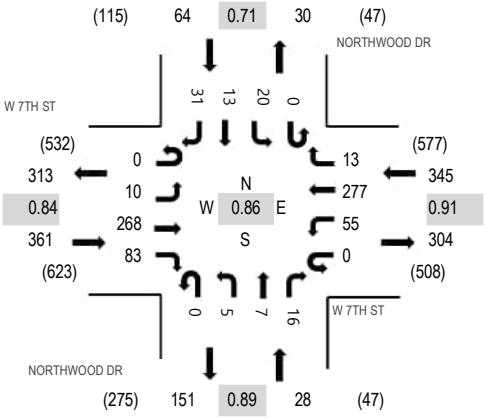
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			1.9%				1.9%				0.0%				0.0%		1.7%
Heavy Vehicle %	0.0%	0.0%	1.9%	0.0%	0.0%	0.0%	2.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.7%
Peak Hour Factor			0.87				0.91				0.00				0.69		0.86
Peak Hour Factor	0.00	0.50	0.86	0.00	0.00	0.00	0.89	0.69	0.00	0.00	0.00	0.00	0.00	0.83	0.00	0.62	0.86

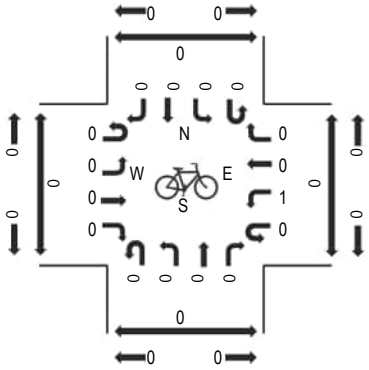
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 NORTHWOOD DR & W 7TH ST AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

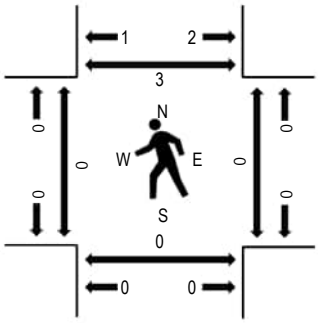
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	W 7TH ST Eastbound				W 7TH ST Westbound				NORTHWOOD DR Northbound				NORTHWOOD DR Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	47	19	0	7	26	1	0	1	0	3	0	9	1	3	117	729	0	0	0	2
7:15 AM	0	1	61	16	0	15	60	0	0	2	1	1	0	4	5	10	176	798	0	0	0	1
7:30 AM	0	2	73	32	0	20	72	3	0	1	3	3	0	5	6	12	232	762	0	0	0	1
7:45 AM	0	4	73	16	0	11	77	4	0	1	2	6	0	6	1	3	204	674	0	0	0	1
8:00 AM	0	3	61	19	0	9	68	6	0	1	1	6	0	5	1	6	186	633	0	0	0	0
8:15 AM	0	3	41	14	0	11	50	2	0	3	3	2	0	2	3	6	140		1	0	0	1
8:30 AM	0	3	45	19	0	6	61	0	0	2	0	1	0	0	1	6	144		0	0	0	0
8:45 AM	0	4	46	21	0	18	49	1	0	2	0	2	0	6	4	10	163		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	1	3
Buses	0	0	9	6	0	1	5	1	0	0	0	0	0	0	0	0	22
Lights	0	10	256	74	0	53	267	12	0	5	7	15	0	18	13	30	760
Mediums	0	0	2	3	0	1	5	0	0	0	0	1	0	1	0	0	13
Total	0	10	268	83	0	55	277	13	0	5	7	16	0	20	13	31	798

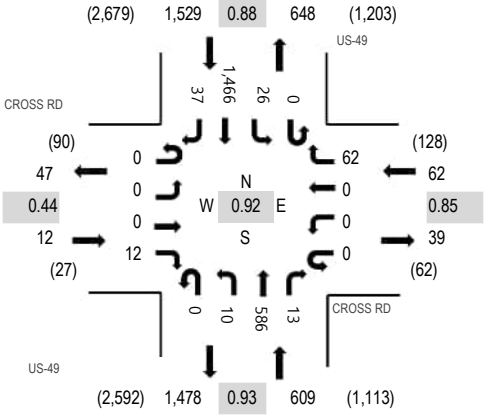
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.7%				1.7%				3.6%				4.7%			2.0%
Heavy Vehicle %	0.0%	0.0%	1.1%	3.6%	0.0%	1.8%	1.8%	0.0%	0.0%	0.0%	0.0%	6.3%	0.0%	10.0%	0.0%	3.2%	2.0%
Peak Hour Factor		0.84				0.91				0.89				0.71			0.86
Peak Hour Factor	0.00	0.81	0.92	0.65	0.00	0.69	0.90	0.63	0.00	0.67	0.75	0.71	0.00	0.67	0.54	0.65	0.86

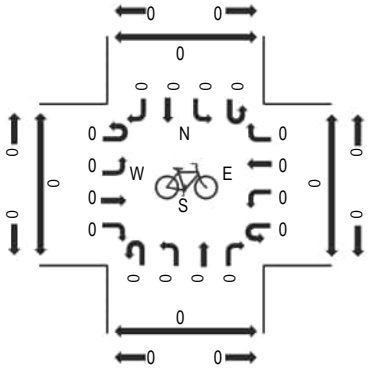
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 US-49 & CROSS RD AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:45 AM - 08:00 AM

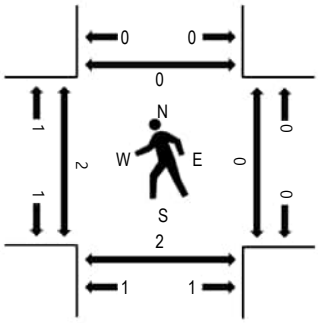
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CROSS RD Eastbound				CROSS RD Westbound				US-49 Northbound				US-49 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	4	0	0	0	20	0	2	119	1	0	4	243	4	397	2,134	0	0	0	0
7:15 AM	0	0	0	0	0	0	0	16	0	4	158	1	0	7	345	11	542	2,212	0	0	0	0
7:30 AM	0	0	0	9	0	0	0	15	0	0	137	3	0	6	417	10	597	2,132	1	0	1	0
7:45 AM	0	0	0	3	0	0	0	17	0	3	149	5	0	6	410	5	598	1,958	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	14	0	3	142	4	0	7	294	11	475	1,813	1	0	1	0
8:15 AM	0	0	0	1	0	0	0	12	0	6	128	2	0	2	302	9	462		0	0	0	0
8:30 AM	0	0	0	6	0	0	0	19	0	0	112	1	1	6	271	7	423		0	0	0	0
8:45 AM	0	0	0	4	0	0	0	15	0	4	129	0	0	7	283	11	453		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	1	0	0	21	0	0	0	16	1	39
Buses	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2	0	4
Lights	0	0	0	12	0	0	0	60	0	10	552	13	0	25	1,427	36	2,135
Mediums	0	0	0	0	0	0	0	1	0	0	11	0	0	1	21	0	34
Total	0	0	0	12	0	0	0	62	0	10	586	13	0	26	1,466	37	2,212

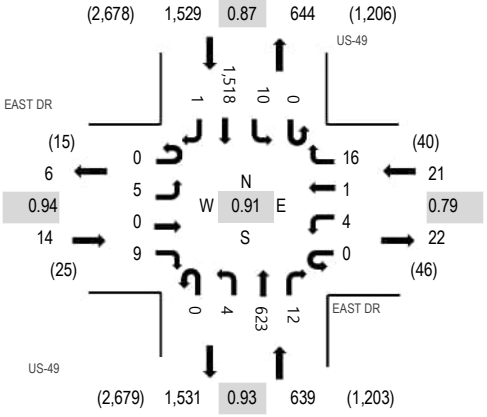
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				3.2%				5.3%				2.6%			3.3%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.2%	0.0%	0.0%	5.5%	0.0%	0.0%	3.8%	2.5%	2.7%	3.3%
Peak Hour Factor		0.44				0.85				0.93				0.88			0.92
Peak Hour Factor	0.00	0.00	0.00	0.44	0.00	0.00	0.00	0.85	0.00	0.54	0.93	0.70	0.25	0.93	0.88	0.86	0.92

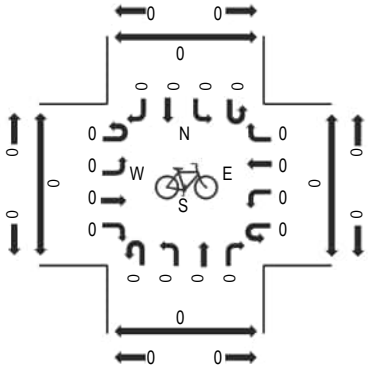
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 US-49 & EAST DR AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

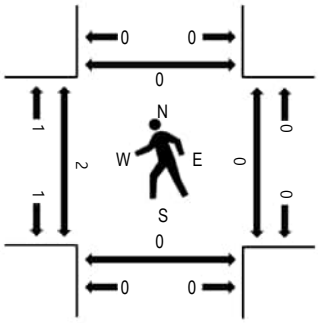
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	EAST DR Eastbound				EAST DR Westbound				US-49 Northbound				US-49 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	1	0	2	0	3	0	3	0	0	136	2	0	0	248	1	396	2,131	0	0	0	0
7:15 AM	0	0	0	3	0	0	1	6	0	1	166	5	0	4	367	1	554	2,203	0	0	0	0
7:30 AM	0	1	0	3	0	3	0	3	0	1	151	3	0	6	433	0	604	2,117	1	0	0	0
7:45 AM	0	2	0	2	0	0	0	3	0	1	163	2	0	0	404	0	577	1,935	0	0	0	0
8:00 AM	0	2	0	1	0	1	0	4	0	1	143	2	0	0	314	0	468	1,815	1	0	0	0
8:15 AM	0	0	0	4	0	1	0	3	0	1	142	7	0	4	306	0	468		1	0	0	0
8:30 AM	0	0	0	2	0	1	0	2	0	3	121	4	0	4	284	1	422		0	0	0	0
8:45 AM	0	2	0	0	0	0	1	5	0	1	146	1	1	2	297	1	457		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	1	0	1	0	0	22	0	0	0	16	0	40
Buses	0	0	0	0	0	0	0	0	0	0	2	1	0	0	2	0	5
Lights	0	5	0	8	0	3	1	10	0	4	587	11	0	9	1,479	1	2,118
Mediums	0	0	0	1	0	0	0	5	0	0	12	0	0	1	21	0	40
Total	0	5	0	9	0	4	1	16	0	4	623	12	0	10	1,518	1	2,203

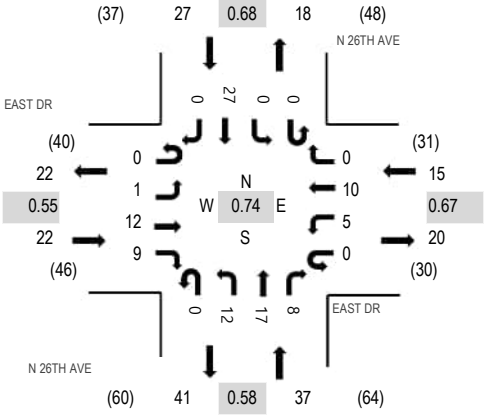
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		7.1%				33.3%				5.3%				2.5%			3.6%
Heavy Vehicle %	0.0%	0.0%	0.0%	11.1%	0.0%	25.0%	0.0%	37.5%	0.0%	0.0%	5.5%	0.0%	0.0%	10.0%	2.4%	0.0%	3.6%
Peak Hour Factor		0.94				0.79				0.93				0.87			0.91
Peak Hour Factor	0.00	0.63	0.00	0.63	0.00	0.50	0.25	0.67	0.00	0.50	0.94	0.54	0.25	0.42	0.88	0.50	0.91

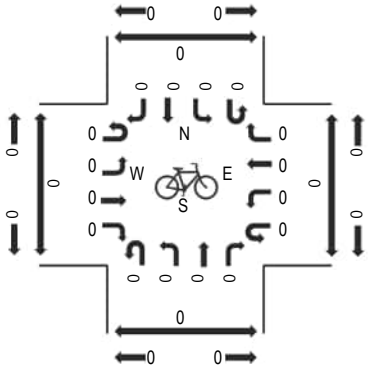
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 N 26TH AVE & EAST DR AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:00 AM - 08:00 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

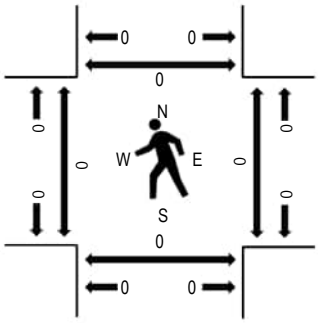
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	EAST DR Eastbound				EAST DR Westbound				N 26TH AVE Northbound				N 26TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	2	0	0	2	5	0	0	1	1	2	0	0	7	0	20	101	0	0	0	0
7:15 AM	0	1	4	4	0	0	2	0	0	5	7	4	0	0	5	0	32	91	0	0	0	0
7:30 AM	0	0	4	5	0	2	3	0	0	3	5	2	0	0	10	0	34	88	0	0	0	0
7:45 AM	0	0	2	0	0	1	0	0	0	3	4	0	0	0	5	0	15	70	0	0	0	0
8:00 AM	0	0	2	0	0	1	3	0	0	2	0	0	0	0	2	0	10	77	0	1	0	0
8:15 AM	0	7	2	2	0	3	3	0	0	1	6	1	0	0	4	0	29		0	0	0	0
8:30 AM	0	5	3	0	0	2	2	0	0	1	3	0	0	0	0	0	16		0	0	0	0
8:45 AM	0	1	2	0	0	1	1	0	0	5	8	0	0	0	4	0	22		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	2	0	0	0	0	0	0	2
Buses	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Lights	0	1	11	8	0	4	9	0	0	6	16	7	0	0	27	0	89
Mediums	0	0	0	1	0	1	1	0	0	4	1	1	0	0	0	0	9
Total	0	1	12	9	0	5	10	0	0	12	17	8	0	0	27	0	101

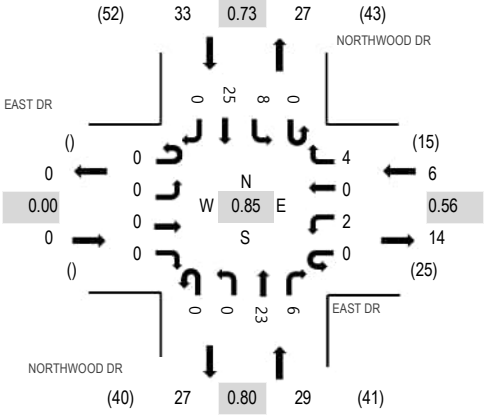
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		4.5%				13.3%				21.6%				0.0%			10.9%
Heavy Vehicle %	0.0%	0.0%	0.0%	11.1%	0.0%	20.0%	10.0%	0.0%	0.0%	50.0%	5.9%	12.5%	0.0%	0.0%	0.0%	0.0%	10.9%
Peak Hour Factor		0.55				0.67				0.58				0.68			0.74
Peak Hour Factor	0.00	0.46	0.75	0.45	0.00	0.58	0.50	0.00	0.00	0.65	0.53	0.50	0.00	0.00	0.68	0.00	0.74

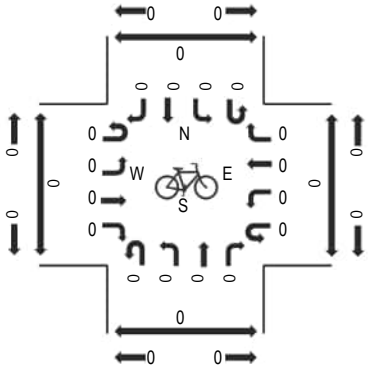
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 6 NORTHWOOD DR & EAST DR AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

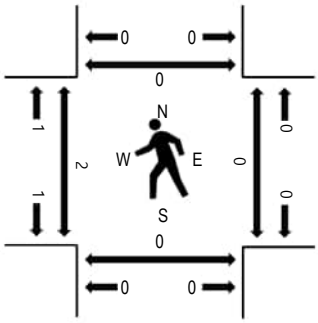
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	EAST DR Eastbound				EAST DR Westbound				NORTHWOOD DR Northbound				NORTHWOOD DR Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	1	0	0	0	0	1	1	0	2	4	0	9	63	0	0	0	0
7:15 AM	0	0	0	0	0	2	0	1	0	0	2	1	0	2	6	0	14	68	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	1	0	0	6	1	0	3	9	0	20	66	1	0	0	0
7:45 AM	0	0	0	0	0	0	0	1	0	0	8	2	0	2	7	0	20	53	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	1	0	0	7	2	0	1	3	0	14	45	1	0	0	0
8:15 AM	0	0	0	0	0	0	0	1	0	0	6	0	0	4	1	0	12		0	1	0	0
8:30 AM	0	0	0	0	0	1	0	3	0	0	0	0	0	2	1	0	7		0	0	0	0
8:45 AM	0	0	0	0	0	2	0	1	0	0	4	0	0	2	3	0	12		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Buses	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Lights	0	0	0	0	0	2	0	4	0	0	22	6	0	7	23	0	64
Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	2
Total	0	0	0	0	0	2	0	4	0	0	23	6	0	8	25	0	68

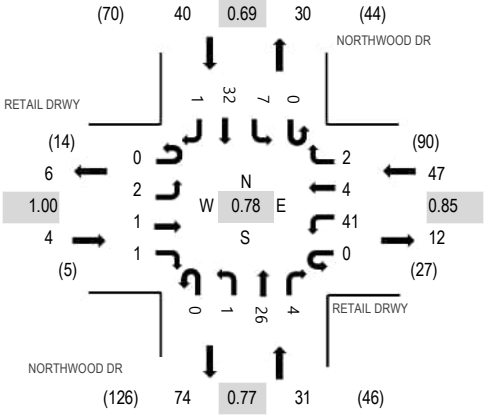
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				0.0%				9.1%			4.4%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	12.5%	8.0%	0.0%	4.4%
Peak Hour Factor		0.00				0.56				0.80				0.73			0.85
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.38	0.00	0.50	0.00	0.00	0.84	0.75	0.00	0.63	0.72	0.00	0.85

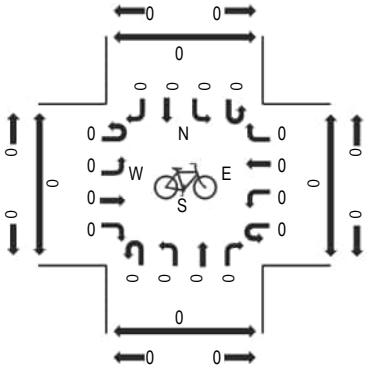
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 7 NORTHWOOD DR & RETAIL DRWY AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

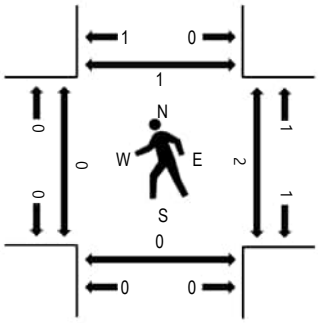
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	RETAIL DRWY Eastbound				RETAIL DRWY Westbound				NORTHWOOD DR Northbound				NORTHWOOD DR Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	5	0	1	0	0	1	0	0	4	6	0	17	112	0	0	0	0
7:15 AM	0	0	0	1	0	14	1	0	0	0	3	0	0	0	11	0	30	122	0	0	0	0
7:30 AM	0	0	1	0	0	10	0	0	0	0	8	3	0	5	12	0	39	118	0	1	0	0
7:45 AM	0	1	0	0	0	4	3	1	0	0	7	1	0	2	6	1	26	94	0	0	0	0
8:00 AM	0	1	0	0	0	13	0	1	0	1	8	0	0	0	3	0	27	99	0	1	0	1
8:15 AM	0	0	1	0	0	11	4	0	0	0	6	0	0	0	4	0	26		0	1	0	0
8:30 AM	0	0	0	0	0	7	0	0	0	1	0	1	0	5	1	0	15		0	0	0	0
8:45 AM	0	0	0	0	0	12	2	1	0	0	5	1	0	3	6	1	31		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	2
Buses	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Lights	0	2	1	1	0	40	4	2	0	1	25	4	0	7	30	1	118
Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Total	0	2	1	1	0	41	4	2	0	1	26	4	0	7	32	1	122

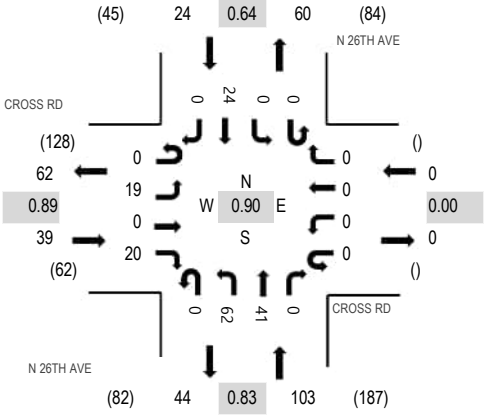
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				2.1%				0.0%				5.0%			2.5%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	2.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.3%	0.0%	2.5%
Peak Hour Factor		1.00				0.85				0.77				0.69			0.78
Peak Hour Factor	0.00	0.50	0.50	0.25	0.00	0.83	0.44	0.50	0.00	0.50	0.91	0.33	0.00	0.55	0.73	0.25	0.78

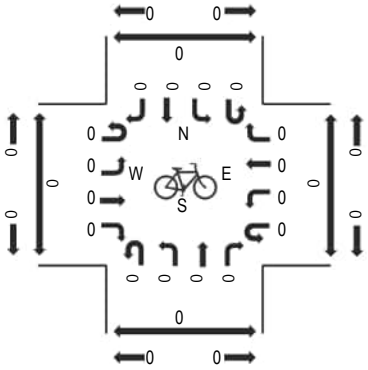
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 8 N 26TH AVE & CROSS RD AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 08:00 AM - 08:15 AM

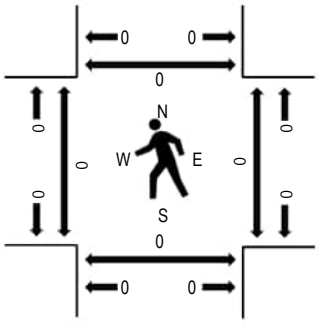
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CROSS RD Eastbound				CROSS RD Westbound				N 26TH AVE Northbound				N 26TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	1	0	4	0	0	0	0	0	20	2	0	0	0	5	0	32	152	0	0	0	0
7:15 AM	0	2	0	6	0	0	0	0	0	16	10	0	0	0	4	0	38	166	0	0	0	0
7:30 AM	0	5	0	4	0	0	0	0	0	15	8	0	0	0	11	0	43	157	0	0	0	0
7:45 AM	0	8	0	3	0	0	0	0	0	17	6	0	0	0	5	0	39	147	0	0	0	0
8:00 AM	0	4	0	7	0	0	0	0	0	14	17	0	0	0	4	0	46	142	0	0	0	0
8:15 AM	0	2	0	2	0	0	0	0	0	12	5	0	0	0	8	0	29		0	1	0	0
8:30 AM	0	1	0	6	0	0	0	0	0	19	6	0	0	0	1	0	33		0	0	0	0
8:45 AM	0	0	0	7	0	0	0	0	0	13	7	0	0	0	5	2	34		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Buses	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Lights	0	18	0	20	0	0	0	0	0	60	39	0	0	0	23	0	160
Mediums	0	1	0	0	0	0	0	0	0	1	1	0	0	0	1	0	4
Total	0	19	0	20	0	0	0	0	0	62	41	0	0	0	24	0	166

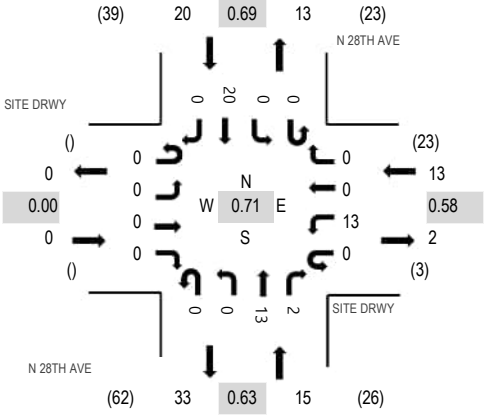
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		2.6%				0.0%				2.9%				4.2%			3.0%
Heavy Vehicle %	0.0%	5.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	3.2%	2.4%	0.0%	0.0%	0.0%	4.2%	0.0%	3.0%
Peak Hour Factor		0.89				0.00				0.83				0.64			0.90
Peak Hour Factor	0.00	0.59	0.00	0.79	0.00	0.00	0.00	0.00	0.00	0.85	0.60	0.00	0.00	0.00	0.64	0.25	0.90

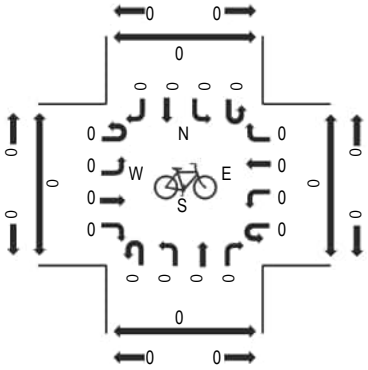
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 9 N 28TH AVE & SITE DRWY AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

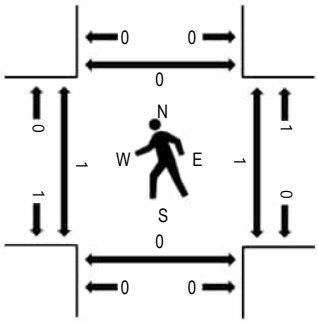
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SITE DRWY Eastbound				SITE DRWY Westbound				N 28TH AVE Northbound				N 28TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	2	0	0	0	0	3	0	0	0	4	0	9	46	0	0	0	0
7:15 AM	0	0	0	0	0	1	0	0	0	0	2	0	0	0	4	0	7	48	0	0	0	0
7:30 AM	0	0	0	0	0	6	0	0	0	0	3	1	0	0	7	0	17	46	0	0	0	0
7:45 AM	0	0	0	0	0	5	0	0	0	0	5	1	0	0	2	0	13	39	1	1	0	0
8:00 AM	0	0	0	0	0	1	0	0	0	0	3	0	0	0	7	0	11	42	0	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	2	0	0	0	3	0	5		0	0	0	0
8:30 AM	0	0	0	0	0	3	0	0	0	0	3	0	0	0	4	0	10		0	0	0	0
8:45 AM	0	0	0	0	0	5	0	0	0	0	2	1	0	0	8	0	16		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Lights	0	0	0	0	0	13	0	0	0	0	13	2	0	0	19	0	47
Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	13	0	0	0	0	13	2	0	0	20	0	48

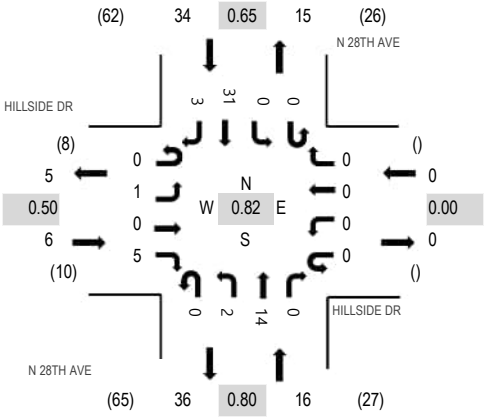
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			0.0%				0.0%				0.0%				0.0%		0.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Peak Hour Factor			0.00				0.58				0.63				0.69		0.71
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.58	0.00	0.00	0.00	0.00	0.65	0.50	0.00	0.00	0.69	0.00	0.71

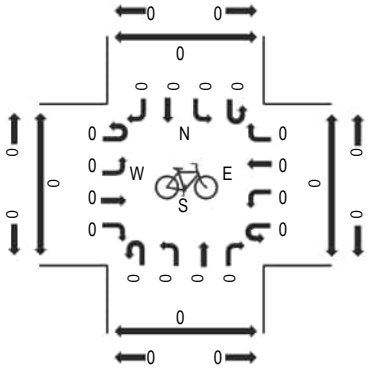
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 10 N 28TH AVE & HILLSIDE DR AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

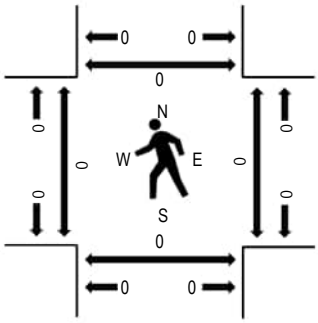
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	HILLSIDE DR Eastbound				HILLSIDE DR Westbound				N 28TH AVE Northbound				N 28TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	0	0	0	0	0	0	0	0	0	3	0	0	0	5	0	8	53	0	0	0	0
7:15 AM	0	0	0	3	0	0	0	0	0	2	2	0	0	0	4	2	13	56	0	0	0	0
7:30 AM	0	0	0	0	0	0	0	0	0	0	4	0	0	0	12	1	17	49	0	0	0	0
7:45 AM	0	1	0	2	0	0	0	0	0	0	5	0	0	0	7	0	15	43	0	0	0	0
8:00 AM	0	0	0	0	0	0	0	0	0	0	3	0	0	0	8	0	11	46	0	0	0	0
8:15 AM	0	0	0	1	0	0	0	0	0	0	2	0	0	0	3	0	6		0	2	0	0
8:30 AM	0	1	0	1	0	0	0	0	0	1	2	0	0	0	6	0	11		0	0	0	0
8:45 AM	0	0	0	1	0	0	0	0	0	0	3	0	0	0	12	2	18		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	1	0	0	0	0	0	1	0	0	0	0	1	0	3
Lights	0	1	0	4	0	0	0	0	0	1	14	0	0	0	30	3	53
Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	1	0	5	0	0	0	0	0	2	14	0	0	0	31	3	56

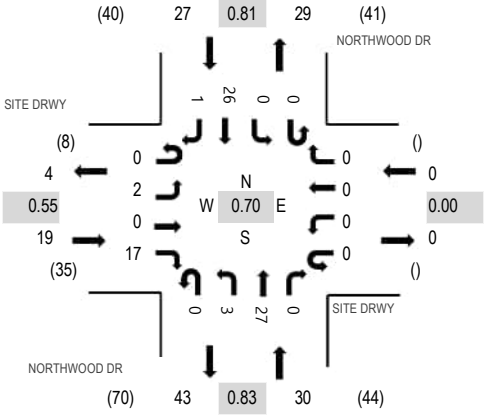
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			0.0%				0.0%				0.0%				0.0%		0.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Peak Hour Factor			0.50				0.00				0.80				0.65		0.82
Peak Hour Factor	0.00	0.50	0.00	0.42	0.00	0.00	0.00	0.00	0.00	0.25	0.70	0.00	0.00	0.00	0.65	0.38	0.82

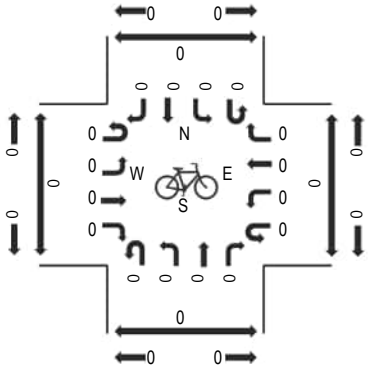
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 11 NORTHWOOD DR & SITE DRWY AM
Date: Wednesday, February 14, 2024
Peak Hour: 07:15 AM - 08:15 AM
Peak 15-Minutes: 07:30 AM - 07:45 AM

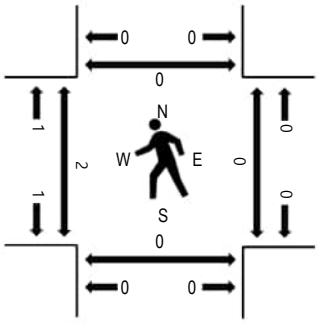
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SITE DRWY Eastbound				SITE DRWY Westbound				NORTHWOOD DR Northbound				NORTHWOOD DR Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
7:00 AM	0	1	0	5	0	0	0	0	0	1	1	0	0	0	5	0	13	73	0	0	0	0
7:15 AM	0	0	0	3	0	0	0	0	0	0	3	0	0	0	8	0	14	76	0	0	0	0
7:30 AM	0	2	0	8	0	0	0	0	0	2	6	0	0	0	9	0	27	69	1	0	0	0
7:45 AM	0	0	0	3	0	0	0	0	0	0	9	0	0	0	6	1	19	49	0	0	0	0
8:00 AM	0	0	0	3	0	0	0	0	0	1	9	0	0	0	3	0	16	46	1	0	0	0
8:15 AM	0	0	0	0	0	0	0	0	0	0	6	0	0	0	1	0	7		0	1	0	0
8:30 AM	0	0	0	5	0	0	0	0	0	0	0	0	0	0	2	0	7		0	0	0	0
8:45 AM	0	0	0	5	0	0	0	0	0	2	4	0	0	0	4	1	16		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Buses	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Lights	0	2	0	17	0	0	0	0	0	3	26	0	0	0	24	1	73
Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Total	0	2	0	17	0	0	0	0	0	3	27	0	0	0	26	1	76

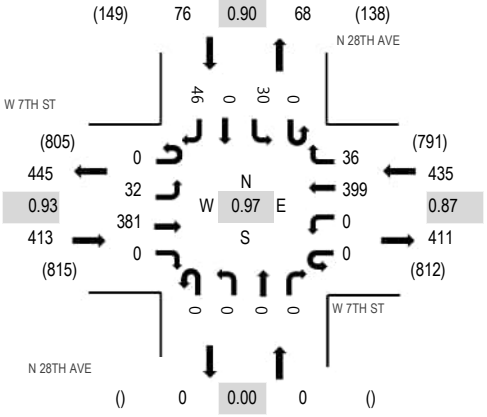
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			0.0%				0.0%				0.0%				7.4%		2.6%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	7.7%	0.0%	2.6%
Peak Hour Factor			0.55				0.00				0.83				0.81		0.70
Peak Hour Factor	0.00	0.38	0.00	0.59	0.00	0.00	0.00	0.00	0.00	0.38	0.83	0.00	0.00	0.00	0.78	0.25	0.70

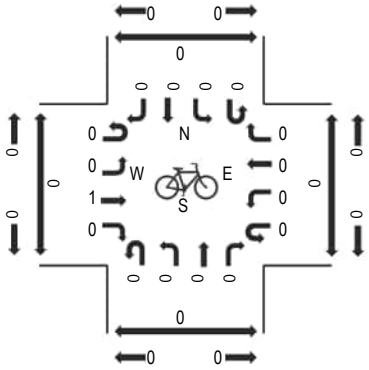
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 N 28TH AVE & W 7TH ST PM
Date: Wednesday, February 14, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

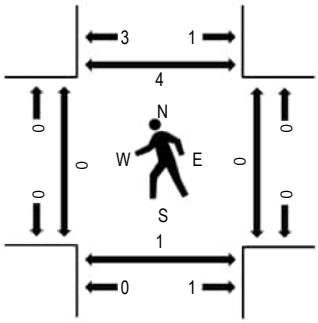
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	W 7TH ST Eastbound				W 7TH ST Westbound				N 28TH AVE Northbound				N 28TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	5	83	0	0	0	76	9	0	0	0	0	0	13	0	7	193	870	2	2	1	2
4:15 PM	0	8	103	0	0	0	79	8	0	0	0	0	0	2	0	12	212	899	1	0	1	1
4:30 PM	0	7	103	0	0	0	97	8	0	0	0	0	0	6	0	10	231	924	0	0	0	0
4:45 PM	0	11	106	0	0	0	94	7	0	0	0	0	0	8	0	8	234	907	0	0	0	2
5:00 PM	0	6	89	0	0	0	94	10	0	0	0	0	0	10	0	13	222	885	0	0	1	2
5:15 PM	0	8	83	0	0	0	114	11	0	0	0	0	0	6	0	15	237		0	0	0	0
5:30 PM	0	14	95	0	0	0	76	8	0	0	0	0	0	13	0	8	214		0	0	0	0
5:45 PM	0	11	83	0	0	0	93	7	0	0	0	0	0	9	0	9	212		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	32	376	0	0	0	396	35	0	0	0	0	0	30	0	46	915
Mediums	0	0	5	0	0	0	2	1	0	0	0	0	0	0	0	0	8
Total	0	32	381	0	0	0	399	36	0	0	0	0	0	30	0	46	924

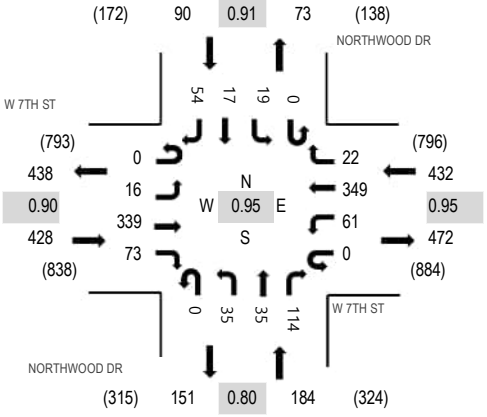
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		1.2%				0.9%				0.0%				0.0%			1.0%
Heavy Vehicle %	0.0%	0.0%	1.3%	0.0%	0.0%	0.0%	0.8%	2.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%
Peak Hour Factor		0.93				0.87				0.00				0.90			0.97
Peak Hour Factor	0.00	0.70	0.95	0.00	0.00	0.00	0.88	0.82	0.00	0.00	0.00	0.00	0.00	0.73	0.00	0.77	0.97

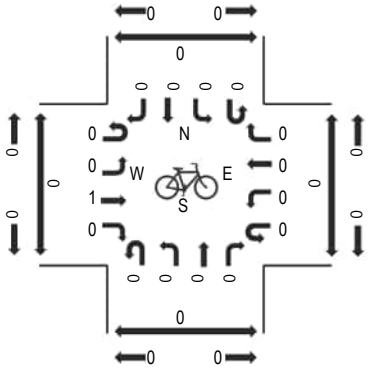
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 2 NORTHWOOD DR & W 7TH ST PM
Date: Wednesday, February 14, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

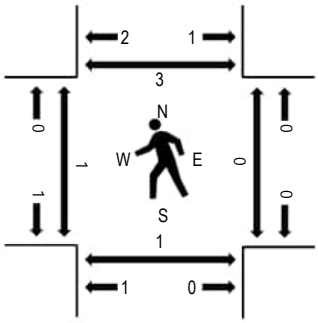
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	W 7TH ST Eastbound				W 7TH ST Westbound				NORTHWOOD DR Northbound				NORTHWOOD DR Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	2	70	29	0	14	68	8	0	7	7	19	0	10	6	11	251	1,067	0	0	0	0
4:15 PM	0	5	81	16	0	28	74	7	0	8	5	13	0	7	4	8	256	1,092	0	0	0	0
4:30 PM	0	5	94	13	0	18	83	10	0	8	8	19	0	5	0	13	276	1,134	0	0	0	1
4:45 PM	0	4	96	22	0	20	78	7	0	6	4	24	0	4	3	16	284	1,098	1	0	0	0
5:00 PM	0	2	76	20	0	15	85	2	0	9	10	34	0	2	5	16	276	1,063	0	0	0	0
5:15 PM	0	5	73	18	0	8	103	3	0	12	13	37	0	8	9	9	298		0	0	1	2
5:30 PM	0	2	81	24	0	5	53	2	0	7	14	29	0	1	6	16	240		0	0	0	0
5:45 PM	0	1	80	19	0	11	88	6	0	7	6	18	0	3	2	8	249		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	1
Buses	0	0	2	4	0	0	0	0	0	0	0	0	0	0	0	0	6
Lights	0	15	333	69	0	61	345	22	0	35	35	114	0	19	17	54	1,119
Mediums	0	1	4	0	0	0	3	0	0	0	0	0	0	0	0	0	8
Total	0	16	339	73	0	61	349	22	0	35	35	114	0	19	17	54	1,134

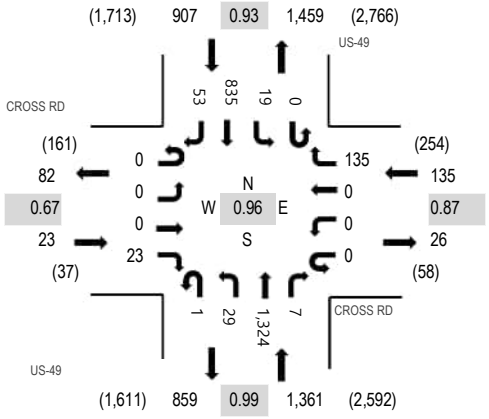
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			1.2%				0.9%				0.0%				0.0%		0.8%
Heavy Vehicle %	0.0%	6.3%	1.2%	0.0%	0.0%	0.0%	1.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%
Peak Hour Factor			0.90				0.95				0.80				0.91		0.95
Peak Hour Factor	0.00	0.80	0.90	0.88	0.00	0.72	0.85	0.80	0.00	0.73	0.77	0.84	0.00	0.65	0.64	0.89	0.95

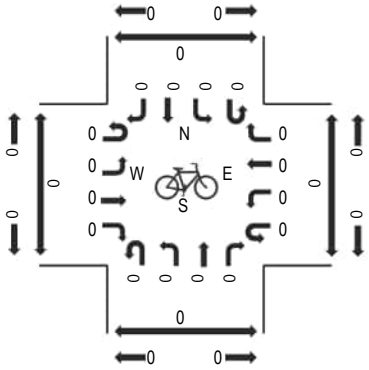
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 3 US-49 & CROSS RD PM
Date: Wednesday, February 14, 2024
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 04:45 PM - 05:00 PM

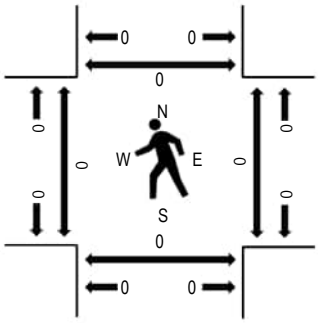
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CROSS RD Eastbound				CROSS RD Westbound				US-49 Northbound				US-49 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	4	0	0	0	39	0	5	272	3	1	6	175	17	522	2,268	0	0	0	0
4:15 PM	0	0	0	3	0	0	0	29	0	9	307	3	1	5	186	10	553	2,369	0	0	0	0
4:30 PM	0	0	0	5	0	0	0	25	1	11	334	7	0	4	164	11	562	2,396	0	0	0	0
4:45 PM	0	0	0	1	0	0	0	33	1	8	343	2	0	5	224	14	631	2,426	0	0	0	0
5:00 PM	0	0	0	9	0	0	0	32	0	5	346	0	0	4	216	11	623	2,328	0	0	0	0
5:15 PM	0	0	0	5	0	0	0	31	0	7	339	3	0	3	177	15	580		0	0	0	0
5:30 PM	0	0	0	8	0	0	0	39	0	9	296	2	0	7	218	13	592		0	0	0	0
5:45 PM	0	0	0	2	0	0	0	26	0	5	273	1	0	3	212	11	533		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	36	0	0	0	6	0	42
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Lights	0	0	0	23	0	0	0	132	1	29	1,265	6	0	19	819	53	2,347
Mediums	0	0	0	0	0	0	0	3	0	0	23	1	0	0	9	0	36
Total	0	0	0	23	0	0	0	135	1	29	1,324	7	0	19	835	53	2,426

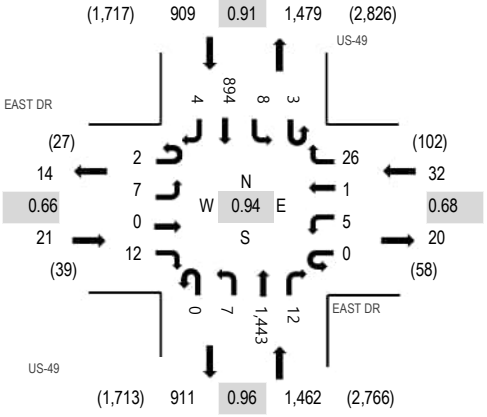
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				2.2%				4.4%				1.7%			3.2%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.2%	0.0%	0.0%	4.5%	14.3%	0.0%	0.0%	1.8%	0.0%	3.2%
Peak Hour Factor		0.67				0.87				0.99				0.93			0.96
Peak Hour Factor	0.00	0.00	0.00	0.67	0.00	0.00	0.00	0.87	0.50	0.75	0.98	0.54	0.50	0.83	0.93	0.88	0.96

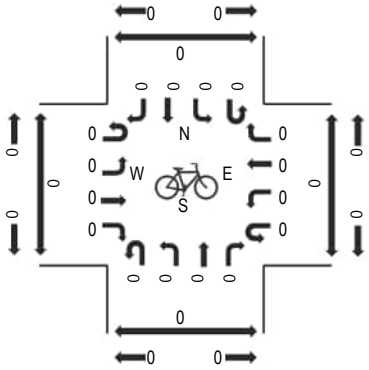
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 4 US-49 & EAST DR PM
Date: Wednesday, February 14, 2024
Peak Hour: 04:45 PM - 05:45 PM
Peak 15-Minutes: 04:45 PM - 05:00 PM

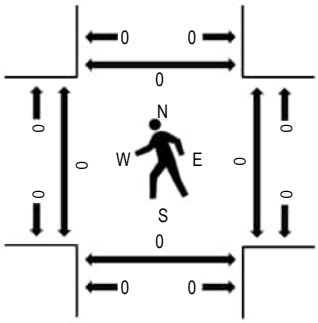
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	EAST DR Eastbound				EAST DR Westbound				US-49 Northbound				US-49 Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	3	3	1	1	0	10	0	1	303	5	0	7	198	3	535	2,309	0	0	0	0
4:15 PM	0	0	0	5	0	5	0	18	0	3	333	2	0	3	189	0	558	2,386	0	0	0	0
4:30 PM	0	2	0	2	0	2	0	25	0	0	346	5	0	5	178	3	568	2,402	0	0	0	0
4:45 PM	1	0	0	3	0	3	0	8	0	2	380	2	1	3	244	1	648	2,424	0	0	0	0
5:00 PM	1	1	0	4	0	2	0	9	0	1	374	4	0	0	215	1	612	2,315	0	0	0	0
5:15 PM	0	0	0	3	0	0	1	5	0	3	355	4	2	3	197	1	574		0	0	0	0
5:30 PM	0	6	0	2	0	0	0	4	0	1	334	2	0	2	238	1	590		0	0	0	0
5:45 PM	0	1	0	2	0	2	0	6	0	1	302	3	1	4	215	2	539		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	36	0	0	0	6	0	42
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	1
Lights	2	7	0	11	0	5	1	26	0	7	1,382	11	3	7	879	4	2,345
Mediums	0	0	0	1	0	0	0	0	0	0	25	1	0	1	8	0	36
Total	2	7	0	12	0	5	1	26	0	7	1,443	12	3	8	894	4	2,424

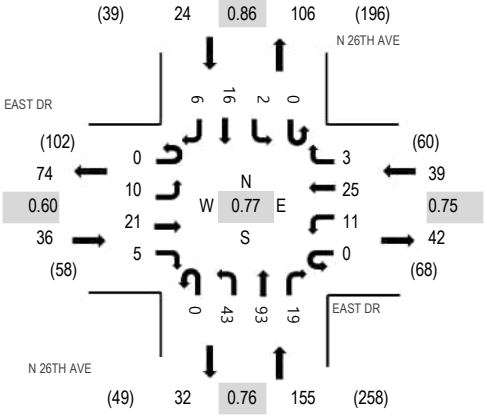
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		4.8%				0.0%				4.2%				1.7%			3.2%
Heavy Vehicle %	0.0%	0.0%	0.0%	8.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	4.2%	8.3%	0.0%	12.5%	1.6%	0.0%	3.2%
Peak Hour Factor		0.66				0.68				0.96				0.91			0.94
Peak Hour Factor	0.50	0.33	0.25	0.70	0.25	0.60	0.25	0.61	0.00	0.58	0.96	0.75	0.38	0.64	0.92	0.58	0.94

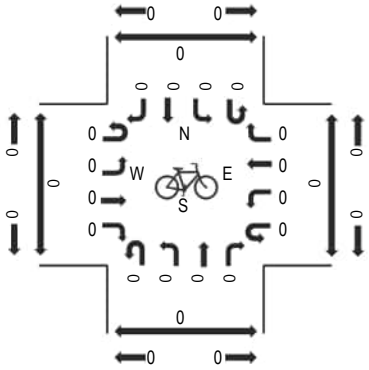
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 5 N 26TH AVE & EAST DR PM
Date: Wednesday, February 14, 2024
Peak Hour: 04:00 PM - 05:00 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

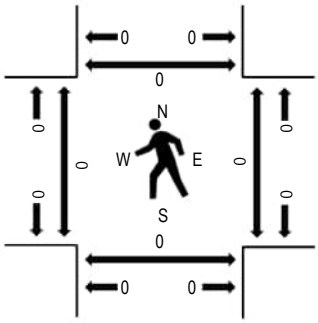
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	EAST DR Eastbound				EAST DR Westbound				N 26TH AVE Northbound				N 26TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	2	9	4	0	3	5	1	0	7	12	1	0	0	5	0	49	254	0	0	0	0
4:15 PM	0	4	2	0	0	2	4	0	0	16	28	8	0	0	4	3	71	246	0	0	0	0
4:30 PM	0	2	7	1	0	2	10	1	0	16	31	6	0	1	4	1	82	219	0	0	0	0
4:45 PM	0	2	3	0	0	4	6	1	0	4	22	4	0	1	3	2	52	179	0	0	0	0
5:00 PM	0	0	3	1	0	2	4	1	0	6	19	2	0	0	3	0	41	161	0	0	0	0
5:15 PM	0	2	5	0	0	0	1	2	0	5	23	0	0	1	5	0	44		0	0	0	0
5:30 PM	0	0	4	0	0	1	2	0	0	1	29	1	0	1	2	1	42		0	0	0	0
5:45 PM	0	1	6	0	0	1	7	0	0	1	13	3	0	0	2	0	34		1	1	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	8	21	4	0	11	25	3	0	42	93	19	0	2	16	6	250
Mediums	0	2	0	1	0	0	0	0	0	1	0	0	0	0	0	0	4
Total	0	10	21	5	0	11	25	3	0	43	93	19	0	2	16	6	254

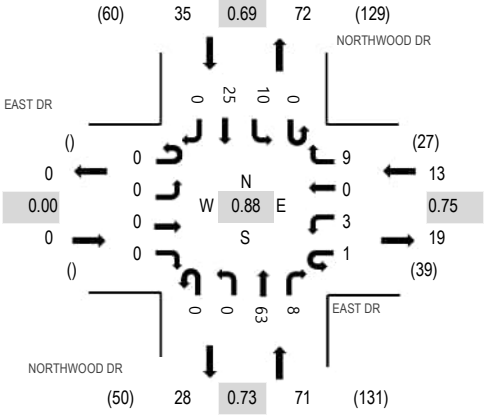
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		8.3%				0.0%				0.6%				0.0%			1.6%
Heavy Vehicle %	0.0%	20.0%	0.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.3%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%
Peak Hour Factor		0.60				0.75				0.76				0.86			0.77
Peak Hour Factor	0.00	0.63	0.58	0.31	0.00	0.69	0.63	0.63	0.00	0.67	0.81	0.63	0.00	0.75	0.80	0.50	0.77

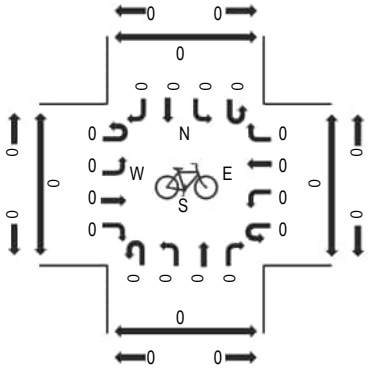
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 6 NORTHWOOD DR & EAST DR PM
Date: Wednesday, February 14, 2024
Peak Hour: 04:15 PM - 05:15 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

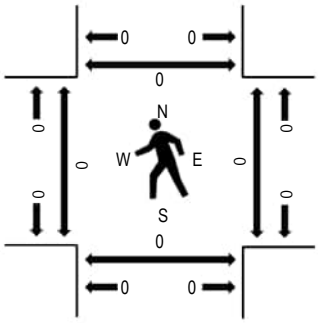
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	EAST DR Eastbound				EAST DR Westbound				NORTHWOOD DR Northbound				NORTHWOOD DR Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	1	0	3	0	0	15	4	0	2	4	0	29	118	0	0	0	0
4:15 PM	0	0	0	0	1	1	0	1	0	0	16	2	0	2	6	0	29	119	0	0	0	0
4:30 PM	0	0	0	0	0	0	0	3	0	0	23	3	0	1	4	0	34	118	0	0	0	0
4:45 PM	0	0	0	0	0	1	0	3	0	0	12	1	0	3	6	0	26	104	0	0	0	0
5:00 PM	0	0	0	0	0	1	0	2	0	0	12	2	0	4	9	0	30	100	0	0	0	0
5:15 PM	0	0	0	0	0	1	0	4	0	0	14	0	0	3	6	0	28		0	0	0	0
5:30 PM	0	0	0	0	0	0	0	2	0	0	6	8	0	0	4	0	20		0	0	0	0
5:45 PM	0	0	0	0	0	2	0	1	0	0	12	1	0	2	4	0	22		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	0	0	0	1	3	0	9	0	0	62	8	0	10	25	0	118
Mediums	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Total	0	0	0	0	1	3	0	9	0	0	63	8	0	10	25	0	119

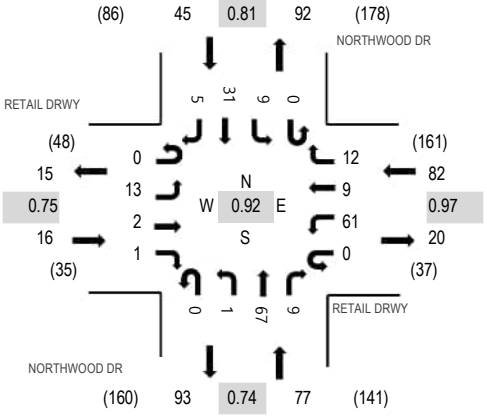
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			0.0%				0.0%				1.4%				0.0%		0.8%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%
Peak Hour Factor			0.00				0.75				0.73				0.69		0.88
Peak Hour Factor	0.00	0.00	0.00	0.00	0.25	0.50	0.00	0.75	0.00	0.00	0.72	0.34	0.00	0.69	0.69	0.00	0.88

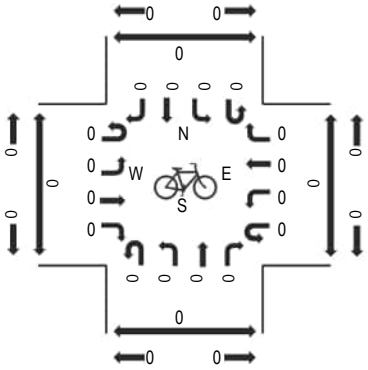
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 7 NORTHWOOD DR & RETAIL DRWY PM
Date: Wednesday, February 14, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

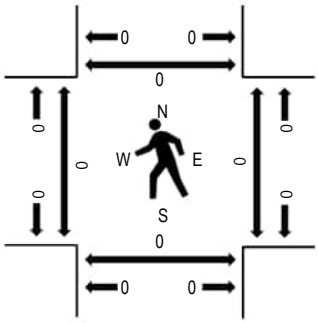
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	RETAIL DRWY Eastbound				RETAIL DRWY Westbound				NORTHWOOD DR Northbound				NORTHWOOD DR Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	6	0	1	0	14	5	3	0	1	14	2	0	2	8	2	58	213	0	0	0	0
4:15 PM	0	5	0	0	0	8	8	3	0	0	16	2	0	1	5	3	51	211	0	0	0	0
4:30 PM	0	6	0	0	0	15	1	6	0	1	21	4	0	1	4	1	60	220	0	0	0	0
4:45 PM	0	3	0	0	0	17	1	4	0	0	11	0	0	1	6	1	44	220	0	0	0	0
5:00 PM	0	2	1	1	0	13	2	1	0	0	17	4	0	4	8	3	56	210	0	0	0	0
5:15 PM	0	2	1	0	0	16	5	1	0	0	18	1	0	3	13	0	60		0	0	0	0
5:30 PM	0	2	2	0	0	15	3	4	0	0	19	2	0	4	5	4	60		0	0	0	0
5:45 PM	0	3	0	0	0	9	4	3	0	0	8	0	0	2	2	3	34		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	13	2	1	0	61	9	12	0	1	66	9	0	9	31	5	219
Mediums	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Total	0	13	2	1	0	61	9	12	0	1	67	9	0	9	31	5	220

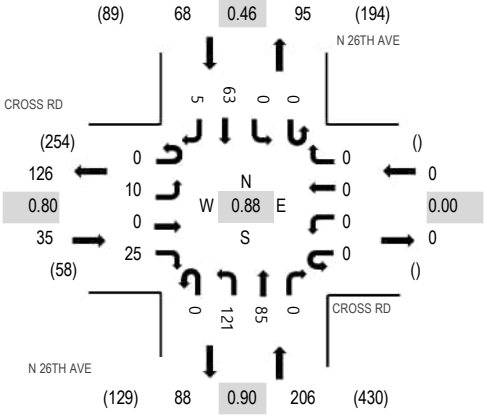
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				1.3%				0.0%			0.5%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.5%
Peak Hour Factor		0.75				0.97				0.74				0.81			0.92
Peak Hour Factor	0.00	0.83	0.50	0.25	0.00	0.90	0.47	0.67	0.00	0.50	0.80	0.63	0.00	0.81	0.62	0.63	0.92

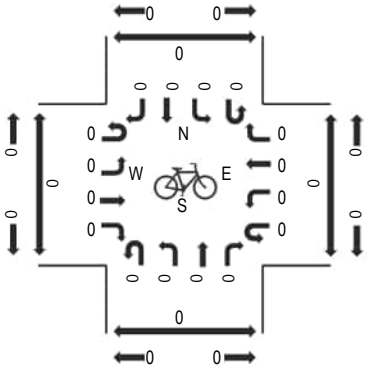
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 8 N 26TH AVE & CROSS RD PM
Date: Wednesday, February 14, 2024
Peak Hour: 04:00 PM - 05:00 PM
Peak 15-Minutes: 04:15 PM - 04:30 PM

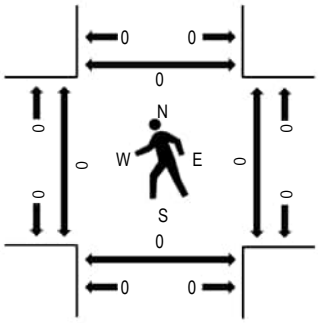
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CROSS RD Eastbound				CROSS RD Westbound				N 26TH AVE Northbound				N 26TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	2	0	7	0	0	0	0	0	39	17	0	0	0	10	0	75	309	0	0	0	0
4:15 PM	0	2	0	6	0	0	0	0	0	25	18	0	0	0	33	4	88	304	0	0	0	0
4:30 PM	0	5	0	6	0	0	0	0	0	24	27	0	0	0	11	1	74	284	0	0	0	0
4:45 PM	0	1	0	6	0	0	0	0	0	33	23	0	0	0	9	0	72	290	0	0	0	0
5:00 PM	0	0	0	4	0	0	0	0	0	32	27	0	0	0	7	0	70	268	0	0	0	0
5:15 PM	0	1	0	5	0	0	0	0	0	31	25	0	0	0	6	0	68		0	1	0	0
5:30 PM	0	2	0	7	0	0	0	0	0	39	27	0	0	0	5	0	80		0	0	0	0
5:45 PM	0	0	0	4	0	0	0	0	0	26	17	0	0	0	3	0	50		0	1	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	1	0	0	0	0	0	0	0	1	0	0	0	0	0	0	2
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	8	0	25	0	0	0	0	0	120	85	0	0	0	63	5	306
Mediums	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	10	0	25	0	0	0	0	0	121	85	0	0	0	63	5	309

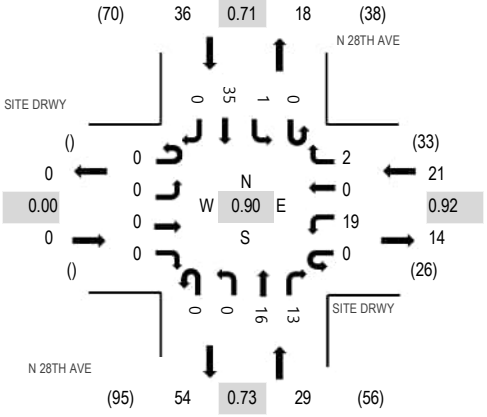
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		5.7%				0.0%				0.5%				0.0%			1.0%
Heavy Vehicle %	0.0%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.8%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.0%
Peak Hour Factor		0.80				0.00				0.90				0.46			0.88
Peak Hour Factor	0.00	0.50	0.00	0.89	0.00	0.00	0.00	0.00	0.00	0.87	0.94	0.00	0.00	0.00	0.48	0.31	0.88

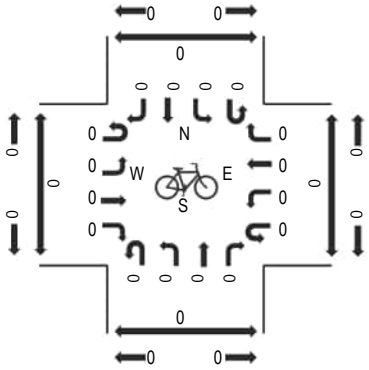
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 9 N 28TH AVE & SITE DRWY PM
Date: Wednesday, February 14, 2024
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

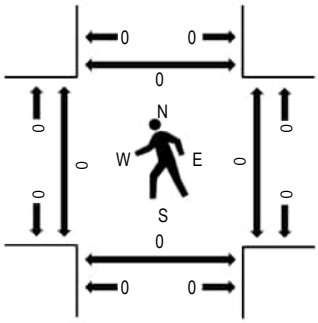
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SITE DRWY Eastbound				SITE DRWY Westbound				N 28TH AVE Northbound				N 28TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	0	0	0	0	0	0	0	0	0	6	3	0	1	10	0	20	73	0	0	0	0
4:15 PM	0	0	0	0	0	3	0	2	0	0	5	2	0	1	6	0	19	71	0	0	0	0
4:30 PM	0	0	0	0	0	2	0	0	0	0	3	1	0	0	12	0	18	76	0	0	0	0
4:45 PM	0	0	0	0	0	4	0	1	0	0	3	4	0	0	4	0	16	81	0	0	0	0
5:00 PM	0	0	0	0	0	5	0	0	0	0	1	4	0	0	8	0	18	86	0	0	0	0
5:15 PM	0	0	0	0	0	5	0	1	0	0	4	1	0	0	13	0	24		0	0	0	0
5:30 PM	0	0	0	0	0	6	0	0	0	0	4	5	0	1	7	0	23		0	0	0	0
5:45 PM	0	0	0	0	0	3	0	1	0	0	7	3	0	0	7	0	21		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	0	0	0	0	19	0	2	0	0	16	13	0	1	35	0	86
Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	19	0	2	0	0	16	13	0	1	35	0	86

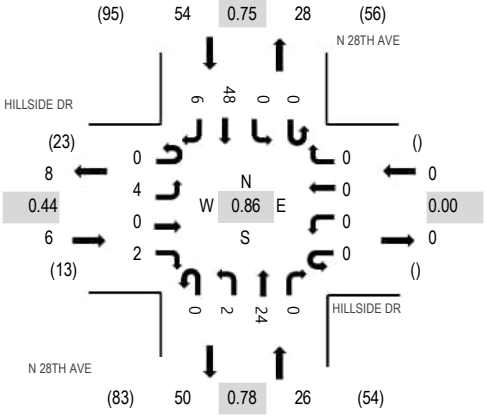
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			0.0%				0.0%				0.0%				0.0%		0.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Peak Hour Factor			0.00				0.92				0.73				0.71		0.90
Peak Hour Factor	0.00	0.00	0.00	0.00	0.00	0.83	0.00	0.38	0.00	0.00	0.71	0.70	0.00	0.50	0.71	0.00	0.90

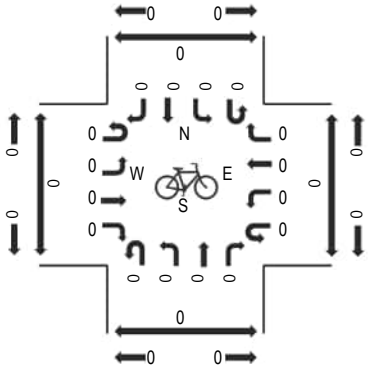
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 10 N 28TH AVE & HILLSIDE DR PM
Date: Wednesday, February 14, 2024
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:15 PM - 05:30 PM

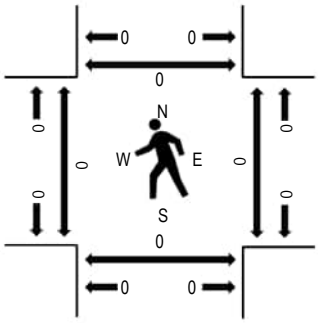
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	HILLSIDE DR Eastbound				HILLSIDE DR Westbound				N 28TH AVE Northbound				N 28TH AVE Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	3	0	1	0	0	0	0	0	1	6	0	0	0	7	3	21	76	0	0	0	0
4:15 PM	0	0	0	1	0	0	0	0	0	1	7	0	0	0	6	3	18	72	0	0	0	0
4:30 PM	0	0	0	1	0	0	0	0	0	0	4	0	0	0	11	3	19	79	0	0	0	0
4:45 PM	0	1	0	0	0	0	0	0	0	2	7	0	0	0	6	2	18	83	0	1	0	0
5:00 PM	0	0	0	0	0	0	0	0	0	0	4	0	0	0	12	1	17	86	0	0	0	0
5:15 PM	0	2	0	1	0	0	0	0	0	1	3	0	0	0	15	3	25		0	0	0	0
5:30 PM	0	1	0	0	0	0	0	0	0	1	8	0	0	0	12	1	23		0	0	0	0
5:45 PM	0	1	0	1	0	0	0	0	0	0	9	0	0	0	9	1	21		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	4	0	2	0	0	0	0	0	2	24	0	0	0	48	6	86
Mediums	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	0	4	0	2	0	0	0	0	0	2	24	0	0	0	48	6	86

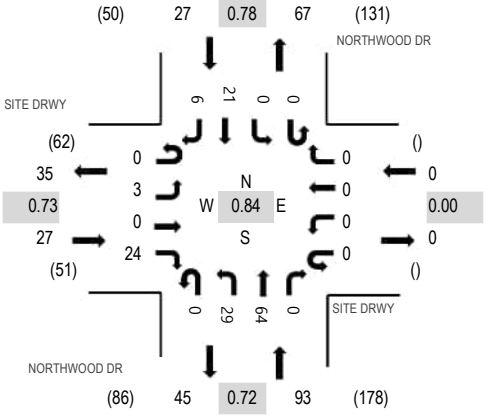
Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %			0.0%				0.0%				0.0%				0.0%		0.0%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
Peak Hour Factor			0.44				0.00				0.78				0.75		0.86
Peak Hour Factor	0.00	0.33	0.00	0.75	0.00	0.00	0.00	0.00	0.00	0.50	0.67	0.00	0.00	0.00	0.80	0.92	0.86

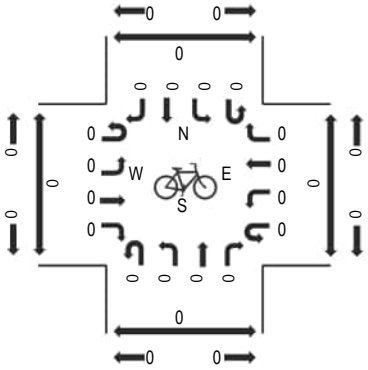
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 11 NORTHWOOD DR & SITE DRWY PM
Date: Wednesday, February 14, 2024
Peak Hour: 04:30 PM - 05:30 PM
Peak 15-Minutes: 04:30 PM - 04:45 PM

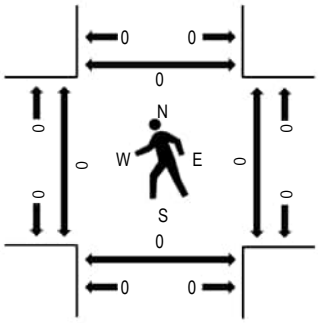
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	SITE DRWY Eastbound				SITE DRWY Westbound				NORTHWOOD DR Northbound				NORTHWOOD DR Southbound					Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	Total		West	East	South	North
4:00 PM	0	1	0	9	0	0	0	0	0	5	18	0	0	0	4	1	38	143	0	0	0	0
4:15 PM	0	1	0	1	0	0	0	0	0	6	17	0	0	0	7	0	32	140	0	0	0	0
4:30 PM	0	2	0	4	0	0	0	0	0	10	24	0	0	0	2	2	44	147	0	0	0	0
4:45 PM	0	1	0	3	0	0	0	0	0	6	12	0	0	0	5	2	29	141	0	0	0	0
5:00 PM	0	0	0	7	0	0	0	0	0	5	14	0	0	0	8	1	35	136	0	0	0	0
5:15 PM	0	0	0	10	0	0	0	0	0	8	14	0	0	0	6	1	39		0	0	0	0
5:30 PM	0	0	0	8	0	0	0	0	0	11	14	0	0	0	5	0	38		0	0	0	0
5:45 PM	0	1	0	3	0	0	0	0	0	3	11	0	1	0	4	1	24		0	0	0	0

Peak Rolling Hour Flow Rates

Vehicle Type	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Articulated Trucks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Buses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Lights	0	3	0	24	0	0	0	0	0	29	63	0	0	0	21	6	146
Mediums	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	0	1
Total	0	3	0	24	0	0	0	0	0	29	64	0	0	0	21	6	147

Heavy Vehicle Percentage and Peak Hour Factor

	Eastbound				Westbound				Northbound				Southbound				Total
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	
Heavy Vehicle %		0.0%				0.0%				1.1%				0.0%			0.7%
Heavy Vehicle %	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	1.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.7%
Peak Hour Factor		0.73				0.00				0.72				0.78			0.84
Peak Hour Factor	0.00	0.63	0.00	0.70	0.00	0.00	0.00	0.00	0.00	0.68	0.74	0.00	0.25	0.00	0.75	0.75	0.84

Appendix C Trip Generation

Off-Campus Student Apartment (Low-Rise)

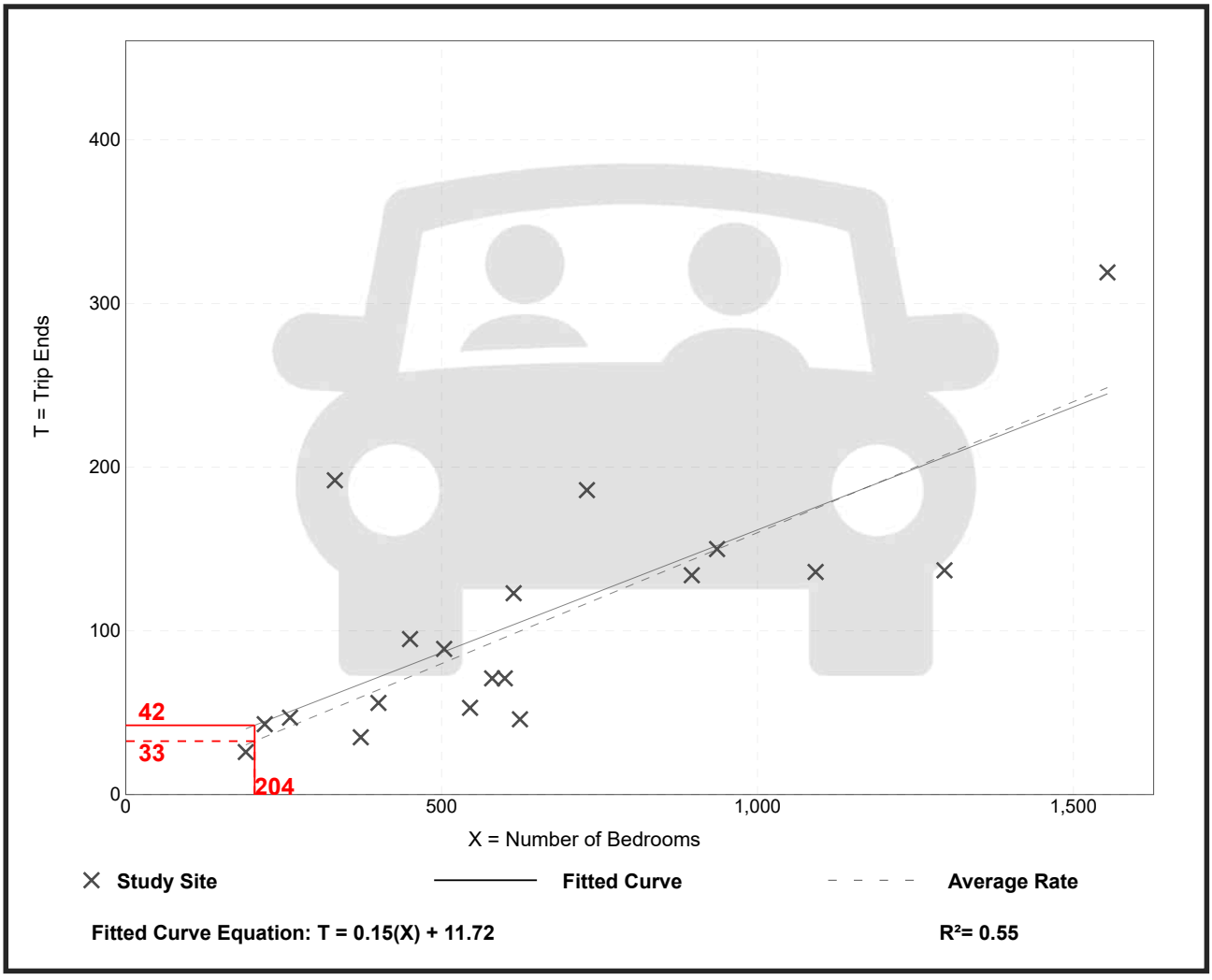
Over 1/2 Mile from Campus (225)

Vehicle Trip Ends vs:	**Bedrooms**
On a:	**Weekday,** **Peak Hour of Adjacent Street Traffic,** **One Hour Between 7 and 9 a.m.**
Setting/Location:	**General Urban/Suburban**
Number of Studies:	19
Avg. Num. of Bedrooms:	642
Directional Distribution:	27% entering, 73% exiting

Vehicle Trip Generation per Bedroom

Average Rate	Range of Rates	Standard Deviation
0.16	0.07 - 0.58	0.09

Data Plot and Equation



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Off-Campus Student Apartment (Low-Rise)

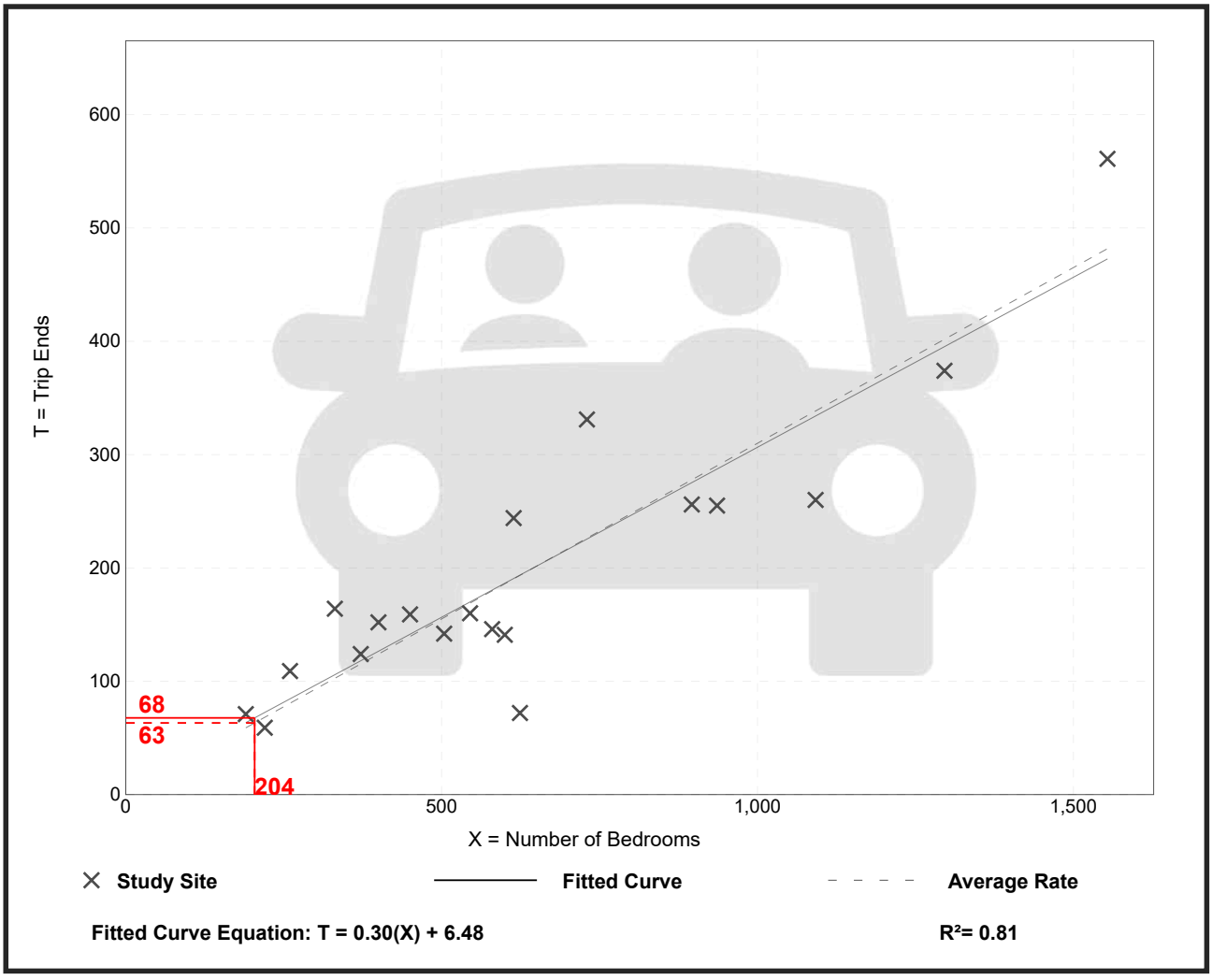
Over 1/2 Mile from Campus (225)

Vehicle Trip Ends vs:	**Bedrooms**
On a:	**Weekday,** **Peak Hour of Adjacent Street Traffic,** **One Hour Between 4 and 6 p.m.**
Setting/Location:	**General Urban/Suburban**
Number of Studies:	19
Avg. Num. of Bedrooms:	642
Directional Distribution:	52% entering, 48% exiting

Vehicle Trip Generation per Bedroom

Average Rate	Range of Rates	Standard Deviation
0.31	0.12 - 0.50	0.08

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

Off-Campus Student Apartment (Low-Rise)

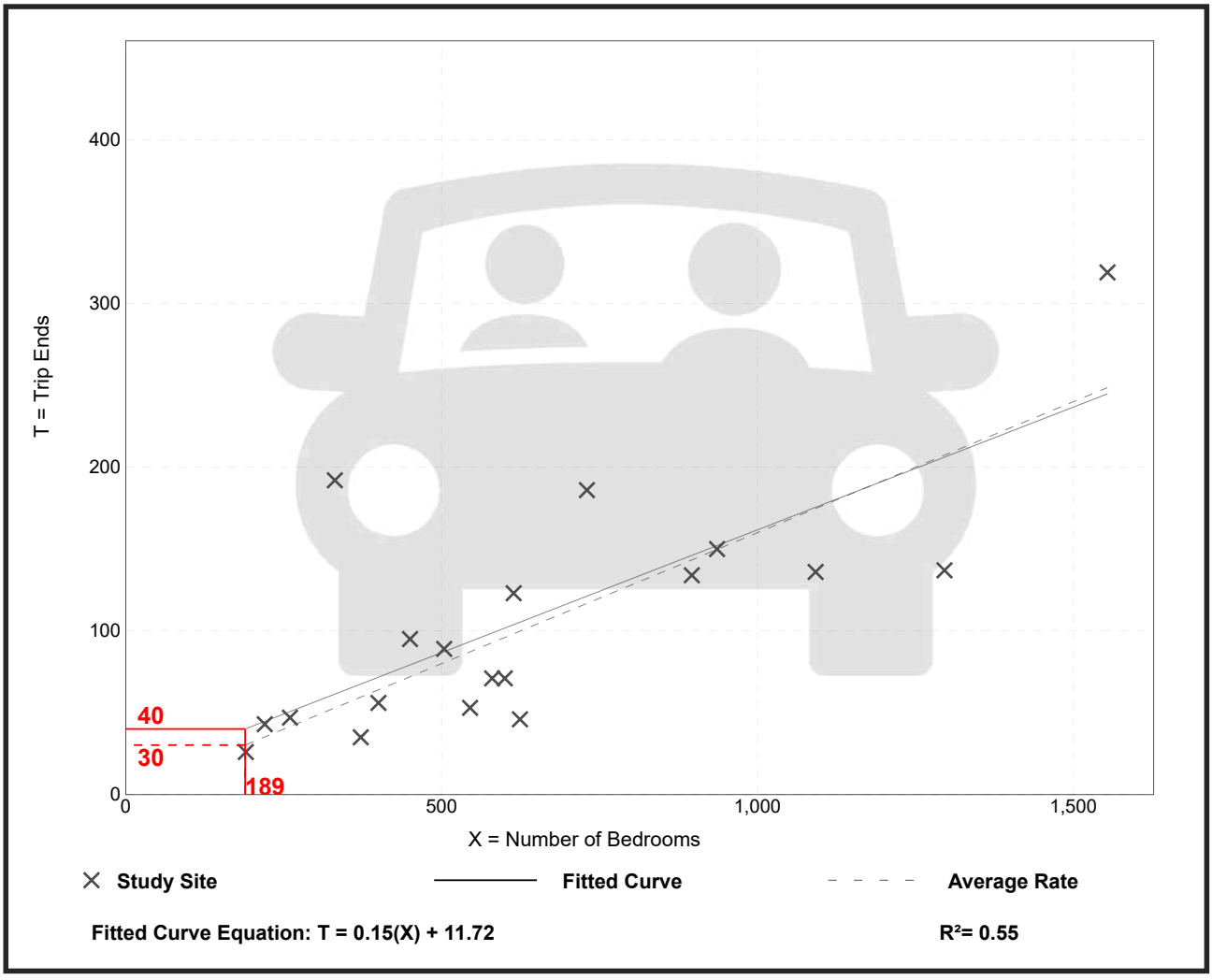
Over 1/2 Mile from Campus (225)

Vehicle Trip Ends vs:	**Bedrooms**
On a:	**Weekday,** **Peak Hour of Adjacent Street Traffic,** **One Hour Between 7 and 9 a.m.**
Setting/Location:	**General Urban/Suburban**
Number of Studies:	19
Avg. Num. of Bedrooms:	642
Directional Distribution:	27% entering, 73% exiting

Vehicle Trip Generation per Bedroom

Average Rate	Range of Rates	Standard Deviation
0.16	0.07 - 0.58	0.09

Data Plot and Equation



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Off-Campus Student Apartment (Low-Rise)

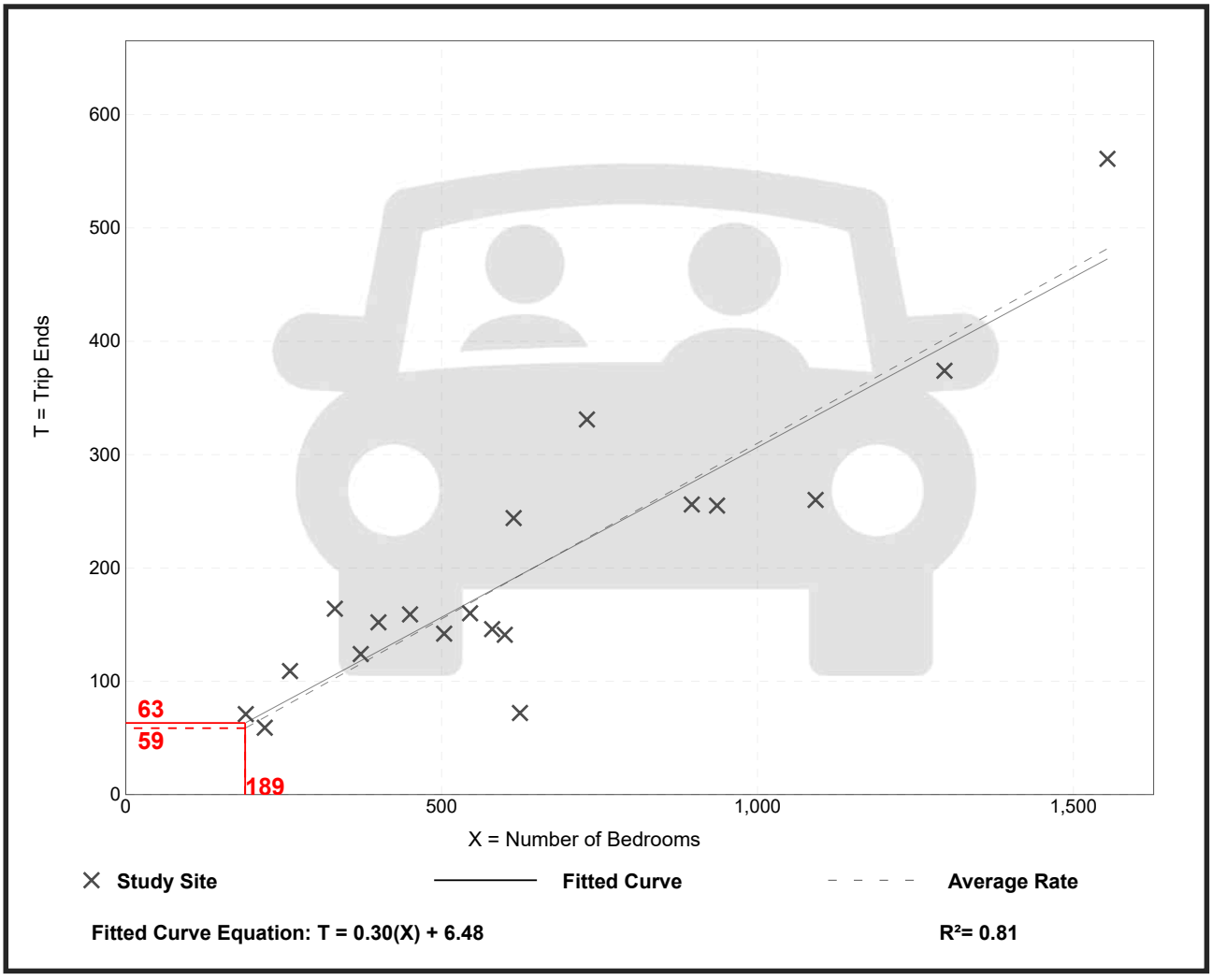
Over 1/2 Mile from Campus (225)

Vehicle Trip Ends vs: **Bedrooms**
On a: **Weekday,**
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: **General Urban/Suburban**
Number of Studies: 19
Avg. Num. of Bedrooms: 642
Directional Distribution: 52% entering, 48% exiting

Vehicle Trip Generation per Bedroom

Average Rate	Range of Rates	Standard Deviation
0.31	0.12 - 0.50	0.08

Data Plot and Equation



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Appendix D Turn Lane Warrant Evaluation Sheets

Right Turn Lane Warrant
Northbound N 28th Avenue at Ivy Row Access
Future Conditions - AM Peak

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

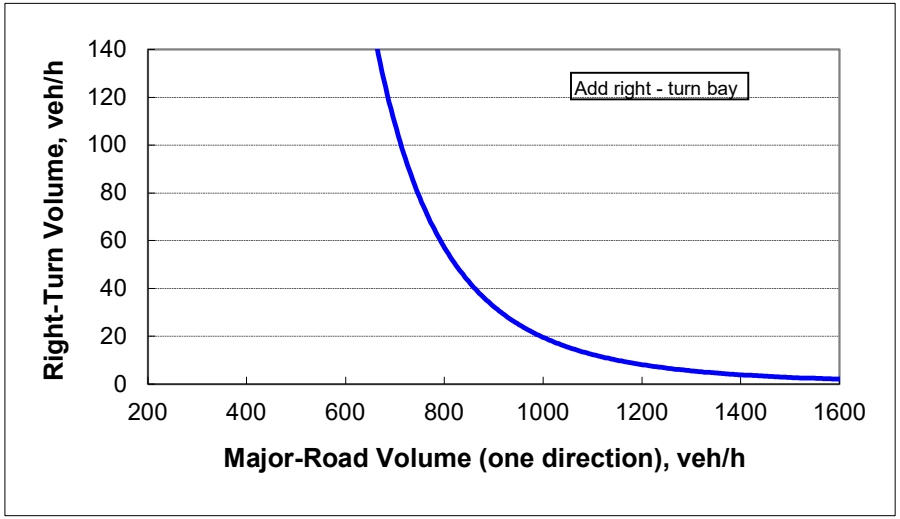
INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	19
Right-turn volume, veh/h:	17

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	#########
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Right Turn Lane Warrant
Northbound N 28th Avenue at Ivy Row Access
Future Conditions - PM Peak

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

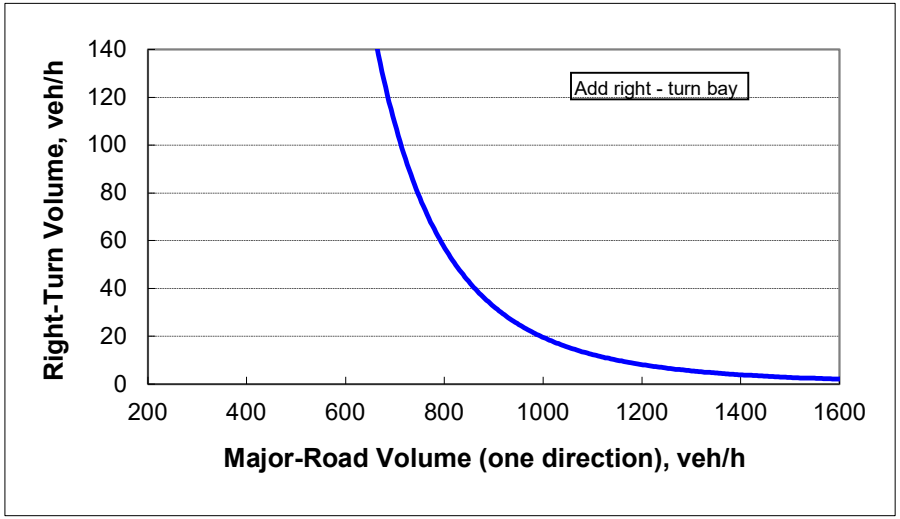
INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	32
Right-turn volume, veh/h:	21

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	312330794
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Left Turn Lane Warrant
Northbound Northwood Drive at Ivy Row Access
Future Conditions - AM Peak

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

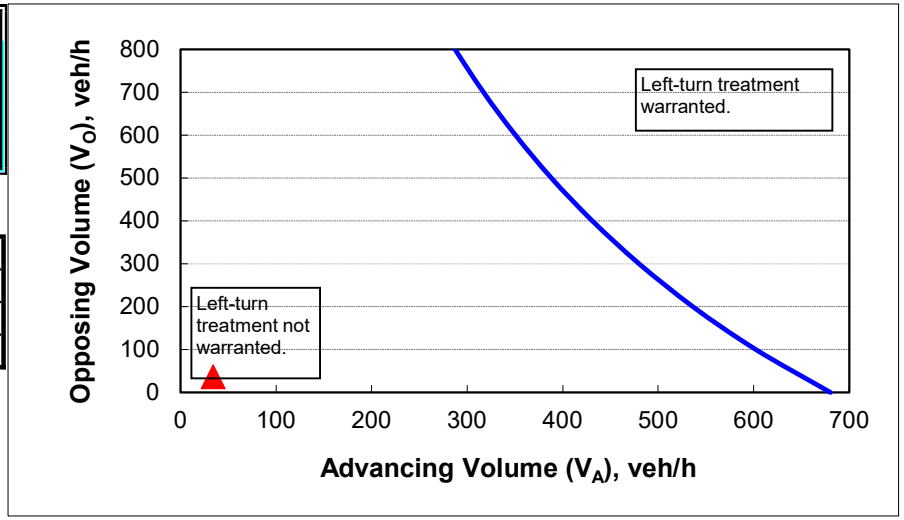
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	9%
Advancing volume (V_A), veh/h:	34
Opposing volume (V_O), veh/h:	37

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	650
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Left Turn Lane Warrant
Northbound Northwood Drive at Ivy Row Access
Future Conditions - PM Peak

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

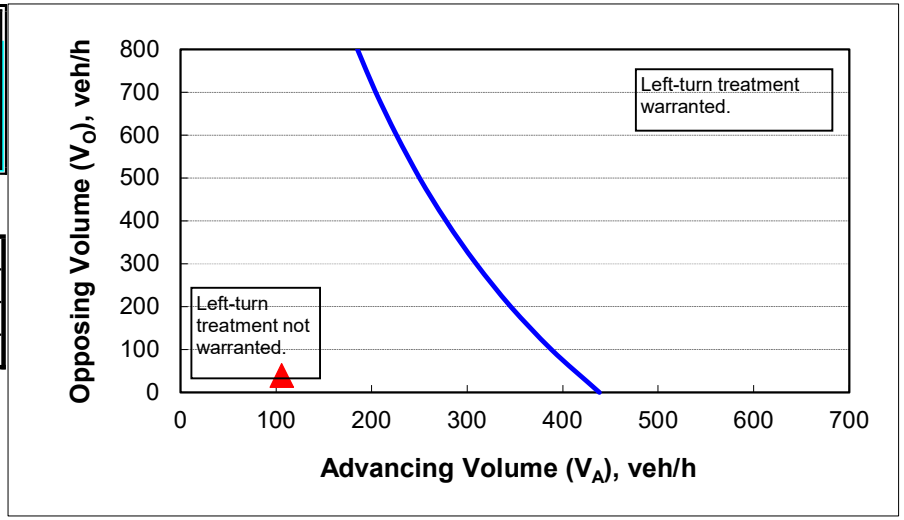
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	27%
Advancing volume (V_A), veh/h:	106
Opposing volume (V_O), veh/h:	40

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	417
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Left Turn Lane Warrant
Northbound Northwood Drive at East Drive/Site Access
Future Conditions - AM Peak

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

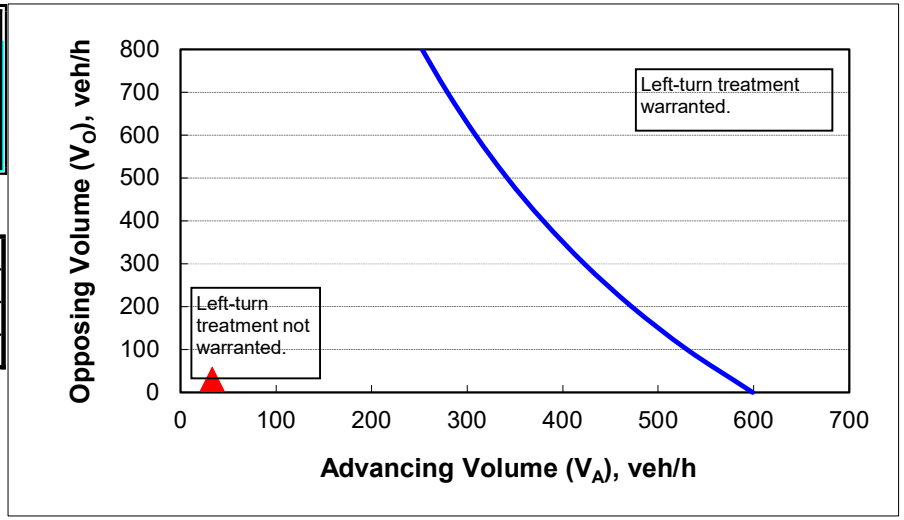
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	12%
Advancing volume (V_A), veh/h:	33
Opposing volume (V_O), veh/h:	31

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	576
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Left Turn Lane Warrant
Northbound Northwood Drive at East Drive/Site Access
Future Conditions - PM Peak

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

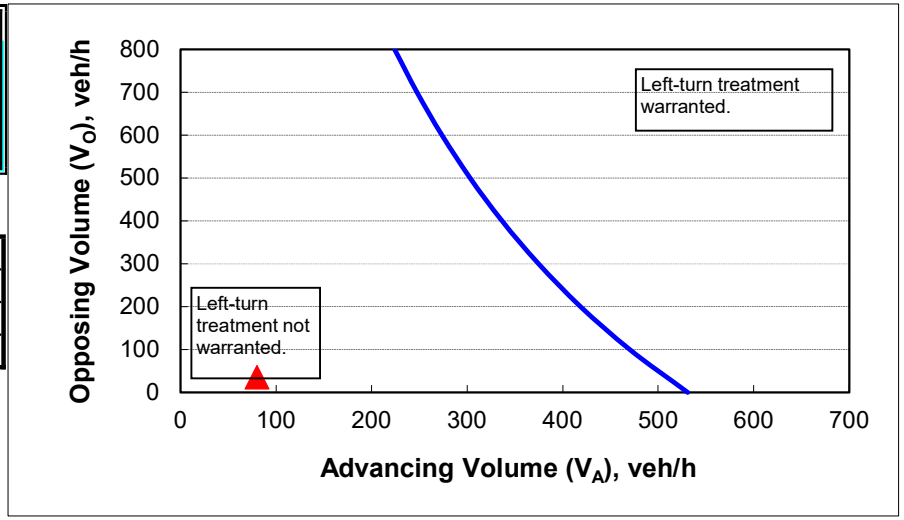
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	16%
Advancing volume (V_A), veh/h:	80
Opposing volume (V_O), veh/h:	36

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	508
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Left Turn Lane Warrant
Southbound N 28th Avenue at Ivy Row Access
Future Conditions - AM Peak

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

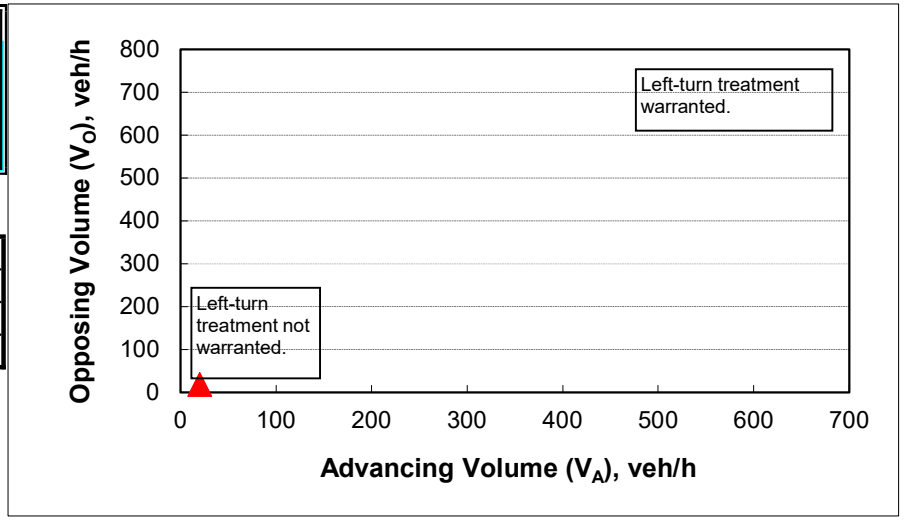
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	1%
Advancing volume (V_A), veh/h:	20
Opposing volume (V_O), veh/h:	19

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	1911
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Left Turn Lane Warrant
Southbound N 28th Avenue at Ivy Row Access
Future Conditions - PM Peak

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

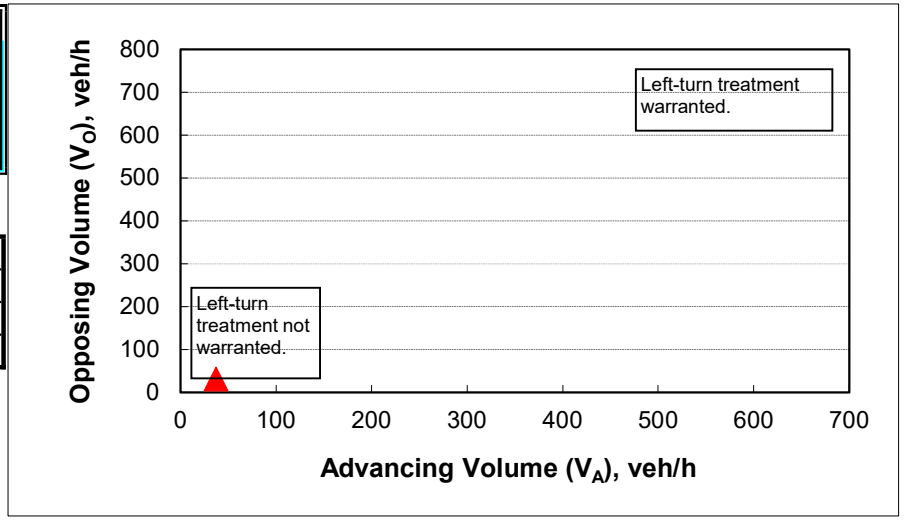
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	30
Percent of left-turns in advancing volume (V_A), %:	1%
Advancing volume (V_A), veh/h:	37
Opposing volume (V_O), veh/h:	32

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	1880
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment NOT warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Right Turn Lane Warrant
Southbound Northwood Drive at Ivy Row Access
Future Conditions - AM Peak

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

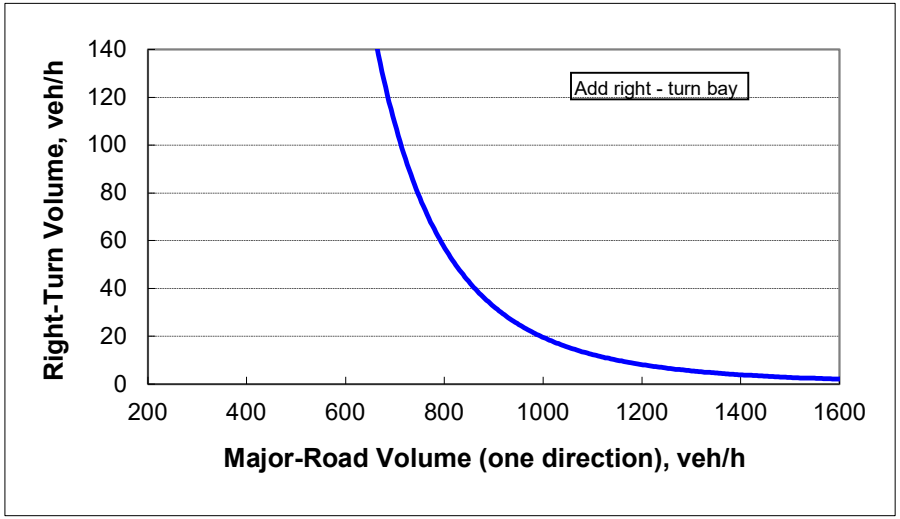
INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	37
Right-turn volume, veh/h:	1

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	155155288
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Right Turn Lane Warrant
Southbound Northwood Drive at Ivy Row Access
Future Conditions - PM Peak

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

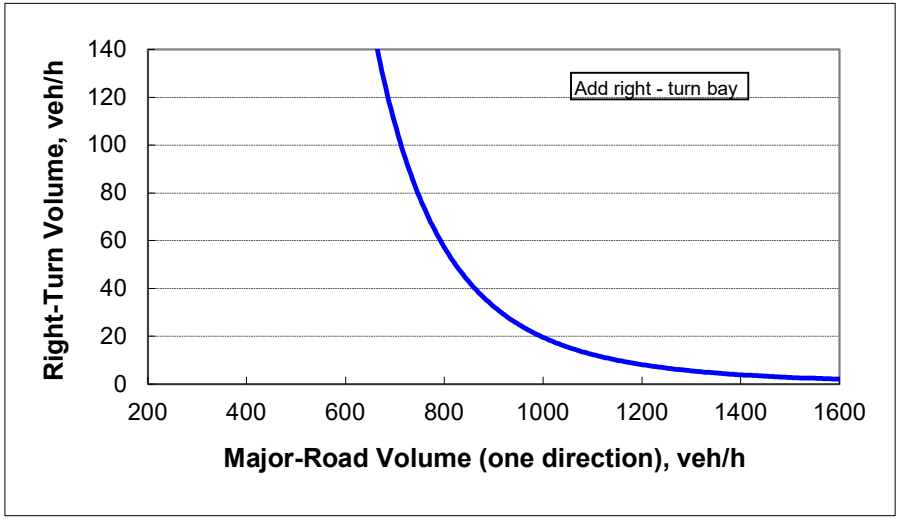
INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	40
Right-turn volume, veh/h:	6

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	106562057
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Right Turn Lane Warrant
Southbound Northwood Drive at East Drive/Site Access
Future Conditions - AM Peak

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

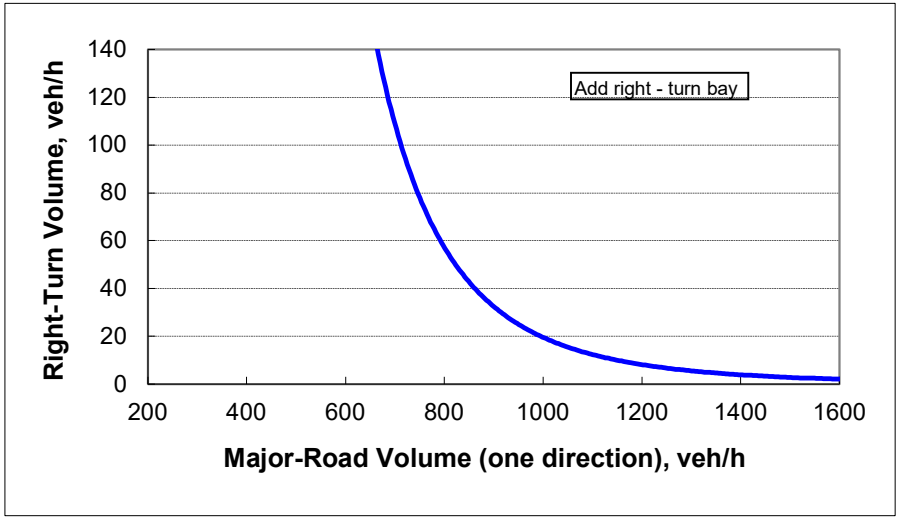
INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	31
Right-turn volume, veh/h:	0

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	363966116
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Right Turn Lane Warrant
Southbound Northwood Drive at East Drive/Site Access
Future Conditions - PM Peak

Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

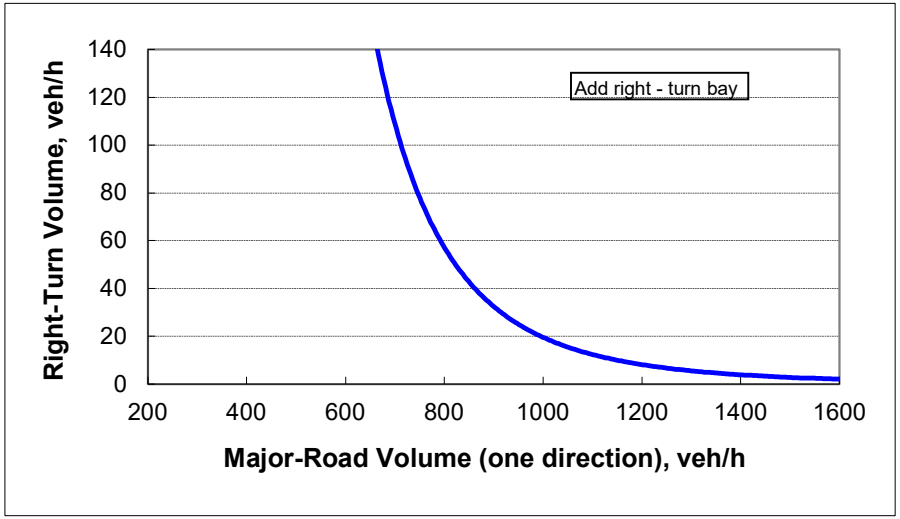
INPUT

Roadway geometry:	2-lane roadway

Variable	Value
Major-road speed, mph:	30
Major-road volume (one direction), veh/h:	36
Right-turn volume, veh/h:	0

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	177055446
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Do NOT add right-turn bay.	



Appendix E Intersection Capacity Analysis – Existing Conditions



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	2	4	23	6	8	25
Future Volume (Veh/h)	2	4	23	6	8	25
Sign Control	Free		Stop			Stop
Grade	0%		0%			0%
Peak Hour Factor	0.25	1.00	0.72	0.75	0.67	0.69
Hourly flow rate (vph)	8	4	32	8	12	36
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		20	0	42	18
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		20	0	42	18
tC, single (s)	4.1		6.5	6.2	7.1	6.5
tC, 2 stage (s)						
tF (s)	2.2		4.0	3.3	3.5	4.0
p0 queue free %	100		96	99	99	96
cM capacity (veh/h)	1623		869	1085	924	872

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	12	40	48
Volume Left	8	0	12
Volume Right	4	8	0
cSH	1623	905	884
Volume to Capacity	0.00	0.04	0.05
Queue Length 95th (ft)	0	3	4
Control Delay (s/veh)	4.8	9.2	9.3
Lane LOS	A	A	A
Approach Delay (s/veh)	4.8	9.2	9.3
Approach LOS		A	A

Intersection Summary			
Average Delay	8.7		
Intersection Capacity Utilization	18.3%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	6.6

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	12	9	4	8	0	13	16	6	0	22	0
Future Vol, veh/h	1	12	9	4	8	0	13	16	6	0	22	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	25	75	45	50	67	92	65	57	38	92	55	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	16	20	8	12	0	20	28	16	0	40	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	12	0	0	36	0	0	82	62	26	84	72	12
Stage 1	-	-	-	-	-	-	34	34	-	28	28	-
Stage 2	-	-	-	-	-	-	48	28	-	56	44	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1607	-	-	1575	-	-	905	829	1050	903	818	1069
Stage 1	-	-	-	-	-	-	982	867	-	989	872	-
Stage 2	-	-	-	-	-	-	965	872	-	956	858	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1607	-	-	1575	-	-	866	822	1050	861	811	1069
Mov Cap-2 Maneuver	-	-	-	-	-	-	866	822	-	861	811	-
Stage 1	-	-	-	-	-	-	979	864	-	986	868	-
Stage 2	-	-	-	-	-	-	916	868	-	908	855	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.7	2.9	9.4	9.7
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	883	1607	-	-	1575	-	-	811
HCM Lane V/C Ratio	0.072	0.002	-	-	0.005	-	-	0.049
HCM Control Delay (s/veh)	9.4	7.2	0	-	7.3	0	-	9.7
HCM Lane LOS	A	A	A	-	A	A	-	A
HCM 95th %tile Q (veh)	0.2	0	-	-	0	-	-	0.2



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	2	17	3	27	26	1
Future Volume (Veh/h)	2	17	3	27	26	1
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.25	0.53	0.38	0.75	0.72	0.25
Hourly flow rate (vph)	8	32	8	36	36	4
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	90	38	40			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	90	38	40			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	99	97	99			
cM capacity (veh/h)	906	1034	1570			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	40	44	40
Volume Left	8	8	0
Volume Right	32	0	4
cSH	1005	1570	1700
Volume to Capacity	0.04	0.01	0.02
Queue Length 95th (ft)	3	0	0
Control Delay (s/veh)	8.7	1.4	0.0
Lane LOS	A	A	
Approach Delay (s/veh)	8.7	1.4	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	3.3		
Intersection Capacity Utilization	13.9%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	1.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	5	0	9	4	1	16	4	623	12	10	1518	1
Future Vol, veh/h	5	0	9	4	1	16	4	623	12	10	1518	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	275	-	110	273	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	63	92	75	33	25	67	100	94	60	42	88	25
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	0	12	12	4	24	4	663	20	24	1725	4

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2117	2466	865	1582	2448	332	1729	0	0	683	0	0
Stage 1	1775	1775	-	671	671	-	-	-	-	-	-	-
Stage 2	342	691	-	911	1777	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	29	30	297	73	31	664	361	-	-	906	-	-
Stage 1	86	134	-	412	453	-	-	-	-	-	-	-
Stage 2	646	444	-	295	134	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	24	29	297	68	30	664	361	-	-	906	-	-
Mov Cap-2 Maneuver	24	29	-	68	30	-	-	-	-	-	-	-
Stage 1	85	131	-	407	448	-	-	-	-	-	-	-
Stage 2	610	439	-	276	131	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	106.4	52.1	0.1	0.1
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	361	-	-	54	115	906	-	-
HCM Lane V/C Ratio	0.011	-	-	0.369	0.348	0.026	-	-
HCM Control Delay (s/veh)	15.1	-	-	106.4	52.1	9.1	-	-
HCM Lane LOS	C	-	-	F	F	A	-	-
HCM 95th %tile Q (veh)	0	-	-	1.3	1.4	0.1	-	-

Intersection	
Int Delay, s/veh	8.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	1	1	41	4	2	1	26	4	7	32	1
Future Vol, veh/h	2	1	1	41	4	2	1	26	4	7	32	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	50	25	25	73	33	50	25	81	33	35	67	25
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	4	4	56	12	4	4	32	12	20	48	4

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	16	0	0	8	0	0	166	142	6	162	142	14
Stage 1	-	-	-	-	-	-	14	14	-	126	126	-
Stage 2	-	-	-	-	-	-	152	128	-	36	16	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1602	-	-	1612	-	-	798	749	1077	803	749	1066
Stage 1	-	-	-	-	-	-	1006	884	-	878	792	-
Stage 2	-	-	-	-	-	-	850	790	-	980	882	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1602	-	-	1612	-	-	733	721	1077	745	721	1066
Mov Cap-2 Maneuver	-	-	-	-	-	-	733	721	-	745	721	-
Stage 1	-	-	-	-	-	-	1003	881	-	875	764	-
Stage 2	-	-	-	-	-	-	766	762	-	931	879	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	2.4	5.7	9.9	10.4
HCM LOS			A	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	788	1602	-	-	1612	-	-	741
HCM Lane V/C Ratio	0.061	0.002	-	-	0.035	-	-	0.097
HCM Control Delay (s/veh)	9.9	7.3	0	-	7.3	0	-	10.4
HCM Lane LOS	A	A	A	-	A	A	-	B
HCM 95th %tile Q (veh)	0.2	0	-	-	0.1	-	-	0.3



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	19	20	62	41	24	0
Future Volume (Veh/h)	19	20	62	41	24	0
Sign Control	Free			Stop	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.59	0.71	0.91	0.60	0.55	0.92
Hourly flow rate (vph)	32	28	68	68	44	0
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		100	78	92	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		100	78	92	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	98		92	91	94	100
cM capacity (veh/h)	1623		831	796	782	1085

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	60	136	44
Volume Left	32	68	0
Volume Right	28	0	0
cSH	1623	813	782
Volume to Capacity	0.02	0.17	0.06
Queue Length 95th (ft)	2	15	4
Control Delay (s/veh)	3.9	10.3	9.9
Lane LOS	A	B	A
Approach Delay (s/veh)	3.9	10.3	9.9
Approach LOS		B	A

Intersection Summary			
Average Delay	8.6		
Intersection Capacity Utilization	22.3%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	13	0	13	2	0	20
Future Volume (Veh/h)	13	0	13	2	0	20
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.54	0.92	0.65	0.50	0.92	0.71
Hourly flow rate (vph)	24	0	20	4	0	28
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	50	22			24	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	50	22			24	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	97	100			100	
cM capacity (veh/h)	959	1055			1591	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	24	24	28
Volume Left	24	0	0
Volume Right	0	4	0
cSH	959	1700	1591
Volume to Capacity	0.03	0.01	0.00
Queue Length 95th (ft)	2	0	0
Control Delay (s/veh)	8.8	0.0	0.0
Lane LOS	A		
Approach Delay (s/veh)	8.8	0.0	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	2.8		
Intersection Capacity Utilization	13.3%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	0.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	12	0	0	62	10	586	13	26	1466	37
Future Vol, veh/h	0	0	12	0	0	62	10	586	13	26	1466	37
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	280	-	130	270	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	33	92	92	91	63	93	65	93	88	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	36	0	0	68	16	630	20	28	1666	44

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	855	-	-	315	1710	0	0	650	0	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.94	-	-	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.32	-	-	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	0	0	302	0	0	681	367	-	-	932	-	-
Stage 1	0	0	-	0	0	-	-	-	-	-	-	-
Stage 2	0	0	-	0	0	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	302	-	-	681	367	-	-	932	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	18.5	10.9	0.4	0.1
HCM LOS	C	B		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	367	-	-	302	681	932	-	-
HCM Lane V/C Ratio	0.043	-	-	0.12	0.1	0.03	-	-
HCM Control Delay (s/veh)	15.3	-	-	18.5	10.9	9	-	-
HCM Lane LOS	C	-	-	C	B	A	-	-
HCM 95th %tile Q (veh)	0.1	-	-	0.4	0.3	0.1	-	-

Intersection	
Int Delay, s/veh	3.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	10	268	83	55	277	13	5	7	16	20	13	31
Future Vol, veh/h	10	268	83	55	277	13	5	7	16	20	13	31
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	63	92	65	69	90	54	63	58	67	83	54	65
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	16	291	128	80	308	24	8	12	24	24	24	48

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	332	0	0	419	0	0	903	879	355	885	931	320
Stage 1	-	-	-	-	-	-	387	387	-	480	480	-
Stage 2	-	-	-	-	-	-	516	492	-	405	451	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1227	-	-	1140	-	-	258	286	689	266	267	721
Stage 1	-	-	-	-	-	-	637	610	-	567	554	-
Stage 2	-	-	-	-	-	-	542	548	-	622	571	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1227	-	-	1140	-	-	205	257	689	228	240	721
Mov Cap-2 Maneuver	-	-	-	-	-	-	205	257	-	228	240	-
Stage 1	-	-	-	-	-	-	626	600	-	557	506	-
Stage 2	-	-	-	-	-	-	441	501	-	578	561	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.3	1.6	16.2	19
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	365	1227	-	-	1140	-	-	352
HCM Lane V/C Ratio	0.12	0.013	-	-	0.07	-	-	0.272
HCM Control Delay (s/veh)	16.2	8	0	-	8.4	0	-	19
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q (veh)	0.4	0	-	-	0.2	-	-	1.1



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	11	313	287	22	42	35
Future Volume (Veh/h)	11	313	287	22	42	35
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.46	0.86	0.89	0.69	0.81	0.58
Hourly flow rate (vph)	24	364	322	32	52	60
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	354				750	338
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	354				750	338
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	98				86	91
cM capacity (veh/h)	1205				371	704

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	388	354	112
Volume Left	24	0	52
Volume Right	0	32	60
cSH	1205	1700	497
Volume to Capacity	0.02	0.21	0.23
Queue Length 95th (ft)	2	0	21
Control Delay (s/veh)	0.7	0.0	14.3
Lane LOS	A		B
Approach Delay (s/veh)	0.7	0.0	14.3
Approach LOS			B

Intersection Summary			
Average Delay	2.2		
Intersection Capacity Utilization	36.5%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	1	5	2	14	31	3
Future Volume (Veh/h)	1	5	2	14	31	3
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.25	0.42	0.25	0.70	0.65	0.38
Hourly flow rate (vph)	4	12	8	20	48	8
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	88	52	56			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	88	52	56			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	99	99			
cM capacity (veh/h)	908	1016	1549			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	16	28	56
Volume Left	4	8	0
Volume Right	12	0	8
cSH	986	1549	1700
Volume to Capacity	0.02	0.01	0.03
Queue Length 95th (ft)	1	0	0
Control Delay (s/veh)	8.7	2.1	0.0
Lane LOS	A	A	
Approach Delay (s/veh)	8.7	2.1	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	2.0		
Intersection Capacity Utilization	13.3%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	3	12	61	6	11	25
Future Volume (Veh/h)	3	12	61	6	11	25
Sign Control	Free		Stop			Stop
Grade	0%		0%			0%
Peak Hour Factor	0.75	0.75	0.66	0.50	0.69	0.69
Hourly flow rate (vph)	4	16	92	12	16	36
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		24	0	74	16
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		24	0	74	16
tC, single (s)	4.1		6.5	6.2	7.1	6.5
tC, 2 stage (s)						
tF (s)	2.2		4.0	3.3	3.5	4.0
p0 queue free %	100		89	99	98	96
cM capacity (veh/h)	1623		867	1085	831	876

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	20	104	52
Volume Left	4	0	16
Volume Right	16	12	0
cSH	1623	888	862
Volume to Capacity	0.00	0.12	0.06
Queue Length 95th (ft)	0	10	5
Control Delay (s/veh)	1.5	9.6	9.4
Lane LOS	A	A	A
Approach Delay (s/veh)	1.5	9.6	9.4
Approach LOS		A	A

Intersection Summary			
Average Delay	8.6		
Intersection Capacity Utilization	18.6%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	8.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	6	18	2	8	21	5	31	95	12	3	15	3
Future Vol, veh/h	6	18	2	8	21	5	31	95	12	3	15	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	75	64	50	50	53	63	48	77	50	75	75	38
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	28	4	16	40	8	65	123	24	4	20	8

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	48	0	0	32	0	0	136	126	30	196	124	44
Stage 1	-	-	-	-	-	-	46	46	-	76	76	-
Stage 2	-	-	-	-	-	-	90	80	-	120	48	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1559	-	-	1580	-	-	835	764	1044	763	766	1026
Stage 1	-	-	-	-	-	-	968	857	-	933	832	-
Stage 2	-	-	-	-	-	-	917	828	-	884	855	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1559	-	-	1580	-	-	802	753	1044	645	755	1026
Mov Cap-2 Maneuver	-	-	-	-	-	-	802	753	-	645	755	-
Stage 1	-	-	-	-	-	-	963	853	-	928	824	-
Stage 2	-	-	-	-	-	-	879	820	-	735	851	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.5	1.8	11.2	9.7
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	793	1559	-	-	1580	-	-	790
HCM Lane V/C Ratio	0.267	0.005	-	-	0.01	-	-	0.04
HCM Control Delay (s/veh)	11.2	7.3	0	-	7.3	0	-	9.7
HCM Lane LOS	B	A	A	-	A	A	-	A
HCM 95th %tile Q (veh)	1.1	0	-	-	0	-	-	0.1



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	3	24	29	64	21	6
Future Volume (Veh/h)	3	24	29	64	21	6
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.38	0.60	0.73	0.67	0.66	0.75
Hourly flow rate (vph)	8	40	40	96	32	8
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	212	36	40			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	212	36	40			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	99	96	97			
cM capacity (veh/h)	757	1037	1570			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	48	136	40
Volume Left	8	40	0
Volume Right	40	0	8
cSH	976	1570	1700
Volume to Capacity	0.05	0.03	0.02
Queue Length 95th (ft)	4	2	0
Control Delay (s/veh)	8.9	2.3	0.0
Lane LOS	A	A	
Approach Delay (s/veh)	8.9	2.3	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	3.3		
Intersection Capacity Utilization	21.6%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	5.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	3	0	12	7	1	47	6	1455	15	11	834	6
Future Vol, veh/h	3	0	12	7	1	47	6	1455	15	11	834	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	275	-	110	273	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	38	92	75	58	25	47	50	96	75	55	85	50
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	8	0	16	12	4	100	12	1516	20	20	981	12

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1811	2587	497	2071	2573	758	993	0	0	1536	0	0
Stage 1	1027	1027	-	1540	1540	-	-	-	-	-	-	-
Stage 2	784	1560	-	531	1033	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	49	25	519	31	25	350	692	-	-	429	-	-
Stage 1	251	310	-	121	175	-	-	-	-	-	-	-
Stage 2	352	171	-	500	308	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	29	23	519	29	23	350	692	-	-	429	-	-
Mov Cap-2 Maneuver	29	23	-	29	23	-	-	-	-	-	-	-
Stage 1	247	295	-	119	172	-	-	-	-	-	-	-
Stage 2	241	168	-	462	294	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	69.2	110.4	0.1	0.3
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	692	-	-	79	133	429	-	-
HCM Lane V/C Ratio	0.017	-	-	0.302	0.873	0.047	-	-
HCM Control Delay (s/veh)	10.3	-	-	69.2	110.4	13.8	-	-
HCM Lane LOS	B	-	-	F	F	B	-	-
HCM 95th %tile Q (veh)	0.1	-	-	1.1	5.6	0.1	-	-

Intersection	
Int Delay, s/veh	8.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	13	2	1	61	9	12	1	67	9	9	31	5
Future Vol, veh/h	13	2	1	61	9	12	1	67	9	9	31	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	54	50	25	90	45	50	25	80	56	56	60	42
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	24	4	4	68	20	24	4	84	16	16	52	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	44	0	0	8	0	0	254	234	6	272	224	32
Stage 1	-	-	-	-	-	-	54	54	-	168	168	-
Stage 2	-	-	-	-	-	-	200	180	-	104	56	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1564	-	-	1612	-	-	699	666	1077	680	675	1042
Stage 1	-	-	-	-	-	-	958	850	-	834	759	-
Stage 2	-	-	-	-	-	-	802	750	-	902	848	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1564	-	-	1612	-	-	620	628	1077	575	637	1042
Mov Cap-2 Maneuver	-	-	-	-	-	-	620	628	-	575	637	-
Stage 1	-	-	-	-	-	-	944	837	-	821	726	-
Stage 2	-	-	-	-	-	-	705	718	-	788	835	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	5.5	4.4	11.3	11.2
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	671	1564	-	-	1612	-	-	661
HCM Lane V/C Ratio	0.155	0.015	-	-	0.042	-	-	0.12
HCM Control Delay (s/veh)	11.3	7.3	0	-	7.3	0	-	11.2
HCM Lane LOS	B	A	A	-	A	A	-	B
HCM 95th %tile Q (veh)	0.5	0	-	-	0.1	-	-	0.4



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	7	21	120	102	33	1
Future Volume (Veh/h)	7	21	120	102	33	1
Sign Control	Free			Stop	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.35	0.88	0.91	0.94	0.75	0.25
Hourly flow rate (vph)	20	24	132	109	44	4
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		78	52	64	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		78	52	64	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	99		85	87	95	100
cM capacity (veh/h)	1623		862	829	817	1085

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	44	241	48
Volume Left	20	132	0
Volume Right	24	0	4
cSH	1623	847	834
Volume to Capacity	0.01	0.28	0.06
Queue Length 95th (ft)	1	29	5
Control Delay (s/veh)	3.3	10.9	9.6
Lane LOS	A	B	A
Approach Delay (s/veh)	3.3	10.9	9.6
Approach LOS		B	A

Intersection Summary			
Average Delay	9.7		
Intersection Capacity Utilization	28.7%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	16	2	11	10	0	37
Future Volume (Veh/h)	16	2	11	10	0	37
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.80	0.50	0.69	0.63	0.92	0.71
Hourly flow rate (vph)	20	4	16	16	0	52
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	76	24			32	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	76	24			32	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	98	100			100	
cM capacity (veh/h)	927	1052			1580	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	24	32	52
Volume Left	20	0	0
Volume Right	4	16	0
cSH	946	1700	1580
Volume to Capacity	0.03	0.02	0.00
Queue Length 95th (ft)	2	0	0
Control Delay (s/veh)	8.9	0.0	0.0
Lane LOS	A		
Approach Delay (s/veh)	8.9	0.0	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	2.0		
Intersection Capacity Utilization	13.3%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	20	0	0	121	31	1362	12	16	781	51
Future Vol, veh/h	0	0	20	0	0	121	31	1362	12	16	781	51
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	280	-	130	270	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	56	92	92	92	70	98	43	80	87	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	36	0	0	132	44	1390	28	20	898	60

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	479	-	-	695	958	0	0	1418	0	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.94	-	-	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.32	-	-	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	0	0	533	0	0	385	714	-	-	476	-	-
Stage 1	0	0	-	0	0	-	-	-	-	-	-	-
Stage 2	0	0	-	0	0	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	533	-	-	385	714	-	-	476	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	12.2	19.1	0.3	0.3
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	714	-	-	533	385	476	-	-
HCM Lane V/C Ratio	0.062	-	-	0.067	0.342	0.042	-	-
HCM Control Delay (s/veh)	10.4	-	-	12.2	19.1	12.9	-	-
HCM Lane LOS	B	-	-	B	C	B	-	-
HCM 95th %tile Q (veh)	0.2	-	-	0.2	1.5	0.1	-	-

Intersection	
Int Delay, s/veh	17

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	16	339	73	61	349	22	35	35	114	19	17	54
Future Vol, veh/h	16	339	73	61	349	22	35	35	114	19	17	54
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	88	83	76	85	55	73	67	77	59	47	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	20	385	88	80	411	40	48	52	148	32	36	64

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	451	0	0	473	0	0	1110	1080	429	1160	1104	431
Stage 1	-	-	-	-	-	-	469	469	-	591	591	-
Stage 2	-	-	-	-	-	-	641	611	-	569	513	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1109	-	-	1089	-	-	187	218	626	172	211	624
Stage 1	-	-	-	-	-	-	575	561	-	493	494	-
Stage 2	-	-	-	-	-	-	463	484	-	507	536	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1109	-	-	1089	-	-	130	191	626	94	185	624
Mov Cap-2 Maneuver	-	-	-	-	-	-	130	191	-	94	185	-
Stage 1	-	-	-	-	-	-	561	547	-	481	445	-
Stage 2	-	-	-	-	-	-	344	436	-	341	523	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.3	1.3	66.9	49
HCM LOS			F	E

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	282	1109	-	-	1089	-	-	207
HCM Lane V/C Ratio	0.88	0.018	-	-	0.074	-	-	0.641
HCM Control Delay (s/veh)	66.9	8.3	0	-	8.6	0	-	49
HCM Lane LOS	F	A	A	-	A	A	-	E
HCM 95th %tile Q (veh)	7.8	0.1	-	-	0.2	-	-	3.8



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	32	381	399	36	30	46
Future Volume (Veh/h)	32	381	399	36	30	46
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.73	0.90	0.88	0.82	0.75	0.77
Hourly flow rate (vph)	44	423	453	44	40	60
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	497				986	475
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	497				986	475
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	96				85	90
cM capacity (veh/h)	1067				263	590

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	467	497	100
Volume Left	44	0	40
Volume Right	0	44	60
cSH	1067	1700	394
Volume to Capacity	0.04	0.29	0.25
Queue Length 95th (ft)	3	0	25
Control Delay (s/veh)	1.2	0.0	17.2
Lane LOS	A		C
Approach Delay (s/veh)	1.2	0.0	17.2
Approach LOS			C

Intersection Summary			
Average Delay	2.2		
Intersection Capacity Utilization	57.7%	ICU Level of Service	B
Analysis Period (min)	15		



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	3	2	3	18	44	9
Future Volume (Veh/h)	3	2	3	18	44	9
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.38	0.50	0.38	0.64	0.73	0.75
Hourly flow rate (vph)	8	4	8	28	60	12
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	110	66	72			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	110	66	72			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	99	100	99			
cM capacity (veh/h)	882	998	1528			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	12	36	72
Volume Left	8	8	0
Volume Right	4	0	12
cSH	918	1528	1700
Volume to Capacity	0.01	0.01	0.04
Queue Length 95th (ft)	1	0	0
Control Delay (s/veh)	9.0	1.7	0.0
Lane LOS	A	A	
Approach Delay (s/veh)	9.0	1.7	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	1.4		
Intersection Capacity Utilization	13.5%	ICU Level of Service	A
Analysis Period (min)	15		

Appendix F Intersection Capacity Analysis – Future Post-Development Conditions

Intersection	
Int Delay, s/veh	7.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	7	10	2	4	4	4	23	6	8	25	0
Future Vol, veh/h	0	7	10	2	4	4	4	23	6	8	25	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	25	92	100	92	72	75	67	69	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	8	11	8	4	4	4	32	8	12	36	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	8	0	0	19	0	0	54	38	14	56	41	6
Stage 1	-	-	-	-	-	-	14	14	-	22	22	-
Stage 2	-	-	-	-	-	-	40	24	-	34	19	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1612	-	-	1597	-	-	944	854	1066	941	851	1077
Stage 1	-	-	-	-	-	-	1006	884	-	996	877	-
Stage 2	-	-	-	-	-	-	975	875	-	982	880	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1612	-	-	1597	-	-	910	850	1066	903	847	1077
Mov Cap-2 Maneuver	-	-	-	-	-	-	910	850	-	903	847	-
Stage 1	-	-	-	-	-	-	1006	884	-	996	873	-
Stage 2	-	-	-	-	-	-	930	871	-	939	880	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0	3.6	9.3	9.4
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	888	1612	-	-	1597	-	-	860
HCM Lane V/C Ratio	0.05	-	-	-	0.005	-	-	0.056
HCM Control Delay (s/veh)	9.3	0	-	-	7.3	0	-	9.4
HCM Lane LOS	A	A	-	-	A	A	-	A
HCM 95th %tile Q (veh)	0.2	0	-	-	0	-	-	0.2

Intersection	
Int Delay, s/veh	6.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	1	12	9	5	10	0	12	17	8	0	27	0
Future Vol, veh/h	1	12	9	5	10	0	12	17	8	0	27	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	25	75	45	50	67	92	65	57	38	92	55	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	16	20	10	15	0	18	30	21	0	49	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	15	0	0	36	0	0	94	69	26	95	79	15
Stage 1	-	-	-	-	-	-	34	34	-	35	35	-
Stage 2	-	-	-	-	-	-	60	35	-	60	44	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1603	-	-	1575	-	-	889	822	1050	888	811	1065
Stage 1	-	-	-	-	-	-	982	867	-	981	866	-
Stage 2	-	-	-	-	-	-	951	866	-	951	858	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1603	-	-	1575	-	-	842	815	1050	840	804	1065
Mov Cap-2 Maneuver	-	-	-	-	-	-	842	815	-	840	804	-
Stage 1	-	-	-	-	-	-	979	864	-	978	861	-
Stage 2	-	-	-	-	-	-	891	861	-	897	855	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.7	2.9	9.4	9.8
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	883	1603	-	-	1575	-	-	804
HCM Lane V/C Ratio	0.079	0.002	-	-	0.006	-	-	0.061
HCM Control Delay (s/veh)	9.4	7.3	0	-	7.3	0	-	9.8
HCM Lane LOS	A	A	A	-	A	A	-	A
HCM 95th %tile Q (veh)	0.3	0	-	-	0	-	-	0.2



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	2	17	3	31	36	1
Future Volume (Veh/h)	2	17	3	31	36	1
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.25	0.53	0.38	0.75	0.72	0.25
Hourly flow rate (vph)	8	32	8	41	50	4
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	109	52	54			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	109	52	54			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	99	97	99			
cM capacity (veh/h)	884	1016	1551			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	40	49	54
Volume Left	8	8	0
Volume Right	32	0	4
cSH	986	1551	1700
Volume to Capacity	0.04	0.01	0.03
Queue Length 95th (ft)	3	0	0
Control Delay (s/veh)	8.8	1.2	0.0
Lane LOS	A	A	
Approach Delay (s/veh)	8.8	1.2	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	2.9		
Intersection Capacity Utilization	14.1%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	3.2

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	9	0	12	4	1	16	6	629	12	10	1527	3
Future Vol, veh/h	9	0	12	4	1	16	6	629	12	10	1527	3
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	0	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	63	92	75	33	25	67	100	94	60	42	88	25
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	14	0	16	12	4	24	6	669	20	24	1735	12

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	2138	2490	874	1597	2476	335	1747	0	0	689	0	0
Stage 1	1789	1789	-	681	681	-	-	-	-	-	-	-
Stage 2	349	701	-	916	1795	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	28	29	293	71	29	661	355	-	-	901	-	-
Stage 1	84	132	-	407	448	-	-	-	-	-	-	-
Stage 2	640	439	-	293	131	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	23	28	293	65	28	661	355	-	-	901	-	-
Mov Cap-2 Maneuver	23	28	-	65	28	-	-	-	-	-	-	-
Stage 1	83	128	-	400	440	-	-	-	-	-	-	-
Stage 2	601	432	-	270	127	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	183.6	56	0.1	0.1
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	355	-	-	45	109	901	-	-
HCM Lane V/C Ratio	0.017	-	-	0.673	0.367	0.026	-	-
HCM Control Delay (s)	15.3	-	-	183.6	56	9.1	-	-
HCM Lane LOS	C	-	-	F	F	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	2.6	1.5	0.1	-	-

Intersection	
Int Delay, s/veh	8.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	2	1	1	41	4	2	1	30	4	7	42	1
Future Vol, veh/h	2	1	1	41	4	2	1	30	4	7	42	1
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	50	25	25	73	33	50	25	81	33	35	67	25
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	4	4	4	56	12	4	4	37	12	20	63	4

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	16	0	0	8	0	0	174	142	6	165	142	14
Stage 1	-	-	-	-	-	-	14	14	-	126	126	-
Stage 2	-	-	-	-	-	-	160	128	-	39	16	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1602	-	-	1612	-	-	789	749	1077	800	749	1066
Stage 1	-	-	-	-	-	-	1006	884	-	878	792	-
Stage 2	-	-	-	-	-	-	842	790	-	976	882	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1602	-	-	1612	-	-	712	721	1077	738	721	1066
Mov Cap-2 Maneuver	-	-	-	-	-	-	712	721	-	738	721	-
Stage 1	-	-	-	-	-	-	1003	881	-	875	764	-
Stage 2	-	-	-	-	-	-	743	762	-	922	879	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	2.4	5.7	10	10.5
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	779	1602	-	-	1612	-	-	736
HCM Lane V/C Ratio	0.068	0.002	-	-	0.035	-	-	0.118
HCM Control Delay (s/veh)	10	7.3	0	-	7.3	0	-	10.5
HCM Lane LOS	B	A	A	-	A	A	-	B
HCM 95th %tile Q (veh)	0.2	0	-	-	0.1	-	-	0.4



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	19	20	62	41	24	0
Future Volume (Veh/h)	19	20	62	41	24	0
Sign Control	Free			Stop	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.59	0.71	0.91	0.60	0.55	0.92
Hourly flow rate (vph)	32	28	68	68	44	0
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		100	78	92	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		100	78	92	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	98		92	91	94	100
cM capacity (veh/h)	1623		831	796	782	1085

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	60	136	44
Volume Left	32	68	0
Volume Right	28	0	0
cSH	1623	813	782
Volume to Capacity	0.02	0.17	0.06
Queue Length 95th (ft)	2	15	4
Control Delay (s/veh)	3.9	10.3	9.9
Lane LOS	A	B	A
Approach Delay (s/veh)	3.9	10.3	9.9
Approach LOS		B	A

Intersection Summary			
Average Delay	8.6		
Intersection Capacity Utilization	22.3%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	25	0	2	17	0	20
Future Volume (Veh/h)	25	0	2	17	0	20
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.54	0.92	0.65	0.50	0.92	0.71
Hourly flow rate (vph)	46	0	3	34	0	28
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	48	20			37	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	48	20			37	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	95	100			100	
cM capacity (veh/h)	962	1058			1574	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	46	37	28
Volume Left	46	0	0
Volume Right	0	34	0
cSH	962	1700	1574
Volume to Capacity	0.05	0.02	0.00
Queue Length 95th (ft)	4	0	0
Control Delay (s/veh)	8.9	0.0	0.0
Lane LOS	A		
Approach Delay (s/veh)	8.9	0.0	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	3.7		
Intersection Capacity Utilization	13.3%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	0.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	12	0	0	62	10	390	13	37	1475	26
Future Vol, veh/h	0	0	12	0	0	62	10	390	13	37	1475	26
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	280	-	130	270	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	33	92	92	91	63	93	65	93	88	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	36	0	0	68	16	419	20	40	1676	31

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	854	-	-	210	1707	0	0	439	0	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.94	-	-	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.32	-	-	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	0	0	302	0	0	796	368	-	-	1117	-	-
Stage 1	0	0	-	0	0	-	-	-	-	-	-	-
Stage 2	0	0	-	0	0	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	302	-	-	796	368	-	-	1117	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	18.5	9.9	0.5	0.2
HCM LOS	C	A		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	368	-	-	302	796	1117	-	-
HCM Lane V/C Ratio	0.043	-	-	0.12	0.086	0.036	-	-
HCM Control Delay (s/veh)	15.2	-	-	18.5	9.9	8.3	-	-
HCM Lane LOS	C	-	-	C	A	A	-	-
HCM 95th %tile Q (veh)	0.1	-	-	0.4	0.3	0.1	-	-

Intersection	
Int Delay, s/veh	3.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	11	275	85	55	281	15	5	8	16	23	15	36
Future Vol, veh/h	11	275	85	55	281	15	5	8	16	23	15	36
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	63	92	65	69	90	54	63	58	67	83	54	65
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	17	299	131	80	312	28	8	14	24	28	28	55

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	340	0	0	430	0	0	927	899	365	904	950	326
Stage 1	-	-	-	-	-	-	399	399	-	486	486	-
Stage 2	-	-	-	-	-	-	528	500	-	418	464	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1219	-	-	1129	-	-	249	279	680	258	260	715
Stage 1	-	-	-	-	-	-	627	602	-	563	551	-
Stage 2	-	-	-	-	-	-	534	543	-	612	564	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1219	-	-	1129	-	-	192	250	680	219	233	715
Mov Cap-2 Maneuver	-	-	-	-	-	-	192	250	-	219	233	-
Stage 1	-	-	-	-	-	-	615	591	-	552	503	-
Stage 2	-	-	-	-	-	-	424	495	-	566	553	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.3	1.6	16.9	20.4
HCM LOS			C	C

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	347	1219	-	-	1129	-	-	343
HCM Lane V/C Ratio	0.131	0.014	-	-	0.071	-	-	0.323
HCM Control Delay (s/veh)	16.9	8	0	-	8.4	0	-	20.4
HCM Lane LOS	C	A	A	-	A	A	-	C
HCM 95th %tile Q (veh)	0.4	0	-	-	0.2	-	-	1.4



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	12	316	294	24	49	40
Future Volume (Veh/h)	12	316	294	24	49	40
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.46	0.86	0.89	0.69	0.81	0.58
Hourly flow rate (vph)	26	367	330	35	60	69
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	365				767	348
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	365				767	348
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	98				83	90
cM capacity (veh/h)	1194				363	696

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	393	365	129
Volume Left	26	0	60
Volume Right	0	35	69
cSH	1194	1700	487
Volume to Capacity	0.02	0.21	0.26
Queue Length 95th (ft)	2	0	26
Control Delay (s/veh)	0.7	0.0	15.0
Lane LOS	A		C
Approach Delay (s/veh)	0.7	0.0	15.0
Approach LOS			C

Intersection Summary			
Average Delay	2.5		
Intersection Capacity Utilization	38.2%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	1	5	2	17	43	3
Future Volume (Veh/h)	1	5	2	17	43	3
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.25	0.42	0.25	0.70	0.65	0.38
Hourly flow rate (vph)	4	12	8	24	66	8
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	110	70	74			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	110	70	74			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	100	99	99			
cM capacity (veh/h)	882	993	1526			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	16	32	74
Volume Left	4	8	0
Volume Right	12	0	8
cSH	963	1526	1700
Volume to Capacity	0.02	0.01	0.04
Queue Length 95th (ft)	1	0	0
Control Delay (s/veh)	8.8	1.9	0.0
Lane LOS	A	A	
Approach Delay (s/veh)	8.8	1.9	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	1.6		
Intersection Capacity Utilization	13.3%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	7.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	6	13	3	9	12	13	61	6	11	25	0
Future Vol, veh/h	0	6	13	3	9	12	13	61	6	11	25	0
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	92	75	92	75	92	66	50	69	69	92
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	7	14	4	10	16	14	92	12	16	36	0

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	26	0	0	21	0	0	58	48	14	92	47	18
Stage 1	-	-	-	-	-	-	14	14	-	26	26	-
Stage 2	-	-	-	-	-	-	44	34	-	66	21	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1588	-	-	1595	-	-	939	844	1066	892	845	1061
Stage 1	-	-	-	-	-	-	1006	884	-	992	874	-
Stage 2	-	-	-	-	-	-	970	867	-	945	878	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1588	-	-	1595	-	-	906	841	1066	805	842	1061
Mov Cap-2 Maneuver	-	-	-	-	-	-	906	841	-	805	842	-
Stage 1	-	-	-	-	-	-	1006	884	-	992	871	-
Stage 2	-	-	-	-	-	-	927	864	-	837	878	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0	1	9.8	9.6
HCM LOS			A	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	867	1588	-	-	1595	-	-	830
HCM Lane V/C Ratio	0.137	-	-	-	0.003	-	-	0.063
HCM Control Delay (s/veh)	9.8	0	-	-	7.3	0	-	9.6
HCM Lane LOS	A	A	-	-	A	A	-	A
HCM 95th %tile Q (veh)	0.5	0	-	-	0	-	-	0.2

Intersection	
Int Delay, s/veh	8.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	10	21	5	11	25	3	43	93	19	2	16	6
Future Vol, veh/h	10	21	5	11	25	3	43	93	19	2	16	6
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	75	64	50	50	53	63	48	77	50	75	75	38
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	13	33	10	22	47	5	90	121	38	3	21	16

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	52	0	0	43	0	0	176	160	38	238	163	50
Stage 1	-	-	-	-	-	-	64	64	-	94	94	-
Stage 2	-	-	-	-	-	-	112	96	-	144	69	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1554	-	-	1566	-	-	786	732	1034	716	729	1018
Stage 1	-	-	-	-	-	-	947	842	-	913	817	-
Stage 2	-	-	-	-	-	-	893	815	-	859	837	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1554	-	-	1566	-	-	743	715	1034	590	712	1018
Mov Cap-2 Maneuver	-	-	-	-	-	-	743	715	-	590	712	-
Stage 1	-	-	-	-	-	-	938	834	-	905	806	-
Stage 2	-	-	-	-	-	-	844	804	-	701	829	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	1.7	2.2	12	9.8
HCM LOS			B	A

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	761	1554	-	-	1566	-	-	796
HCM Lane V/C Ratio	0.326	0.009	-	-	0.014	-	-	0.05
HCM Control Delay (s/veh)	12	7.3	0	-	7.3	0	-	9.8
HCM Lane LOS	B	A	A	-	A	A	-	A
HCM 95th %tile Q (veh)	1.4	0	-	-	0	-	-	0.2



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	3	24	29	77	34	6
Future Volume (Veh/h)	3	24	29	77	34	6
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.38	0.60	0.73	0.67	0.66	0.75
Hourly flow rate (vph)	8	40	40	115	52	8
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	251	56	60			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	251	56	60			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	99	96	97			
cM capacity (veh/h)	718	1011	1544			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	48	155	60
Volume Left	8	40	0
Volume Right	40	0	8
cSH	946	1544	1700
Volume to Capacity	0.05	0.03	0.04
Queue Length 95th (ft)	4	2	0
Control Delay (s/veh)	9.0	2.1	0.0
Lane LOS	A	A	
Approach Delay (s/veh)	9.0	2.1	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	2.9		
Intersection Capacity Utilization	22.3%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	8.3

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	6	0	15	7	1	47	10	1464	15	11	889	11
Future Vol, veh/h	6	0	15	7	1	47	10	1464	15	11	889	11
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	0	-	0	0	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	38	92	75	58	25	47	50	96	75	55	85	50
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	16	0	20	12	4	100	20	1525	20	20	1046	22

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1902	2682	534	2128	2673	763	1068	0	0	1545	0	0
Stage 1	1097	1097	-	1565	1565	-	-	-	-	-	-	-
Stage 2	805	1585	-	563	1108	-	-	-	-	-	-	-
Critical Hdwy	7.54	6.54	6.94	7.54	6.54	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.54	5.54	-	6.54	5.54	-	-	-	-	-	-	-
Follow-up Hdwy	3.52	4.02	3.32	3.52	4.02	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	42	22	491	28	22	347	648	-	-	426	-	-
Stage 1	227	287	-	116	170	-	-	-	-	-	-	-
Stage 2	342	167	-	478	284	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	24	20	491	25	20	347	648	-	-	426	-	-
Mov Cap-2 Maneuver	24	20	-	25	20	-	-	-	-	-	-	-
Stage 1	220	274	-	112	165	-	-	-	-	-	-	-
Stage 2	230	162	-	437	271	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	172.2	142.1	0.1	0.3
HCM LOS	F	F		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	648	-	-	51	120	426	-	-
HCM Lane V/C Ratio	0.031	-	-	0.702	0.967	0.047	-	-
HCM Control Delay (s)	10.7	-	-	172.2	142.1	13.9	-	-
HCM Lane LOS	B	-	-	F	F	B	-	-
HCM 95th %tile Q(veh)	0.1	-	-	2.8	6.4	0.1	-	-

Intersection	
Int Delay, s/veh	8.8

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	13	2	1	61	9	12	1	80	9	9	44	5
Future Vol, veh/h	13	2	1	61	9	12	1	80	9	9	44	5
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	0	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	54	50	25	90	45	50	25	80	56	56	60	42
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	24	4	4	68	20	24	4	100	16	16	73	12

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	44	0	0	8	0	0	265	234	6	280	224	32
Stage 1	-	-	-	-	-	-	54	54	-	168	168	-
Stage 2	-	-	-	-	-	-	211	180	-	112	56	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1564	-	-	1612	-	-	688	666	1077	672	675	1042
Stage 1	-	-	-	-	-	-	958	850	-	834	759	-
Stage 2	-	-	-	-	-	-	791	750	-	893	848	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1564	-	-	1612	-	-	594	628	1077	556	637	1042
Mov Cap-2 Maneuver	-	-	-	-	-	-	594	628	-	556	637	-
Stage 1	-	-	-	-	-	-	944	837	-	821	726	-
Stage 2	-	-	-	-	-	-	673	718	-	763	835	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	5.5	4.4	11.6	11.5
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	664	1564	-	-	1612	-	-	652
HCM Lane V/C Ratio	0.181	0.015	-	-	0.042	-	-	0.155
HCM Control Delay (s/veh)	11.6	7.3	0	-	7.3	0	-	11.5
HCM Lane LOS	B	A	A	-	A	A	-	B
HCM 95th %tile Q (veh)	0.7	0	-	-	0.1	-	-	0.5



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	10	25	121	85	63	5
Future Volume (Veh/h)	10	25	121	85	63	5
Sign Control	Free			Stop	Stop	
Grade	0%			0%	0%	
Peak Hour Factor	0.35	0.88	0.91	0.94	0.75	0.25
Hourly flow rate (vph)	29	28	133	90	84	20
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type	None					
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	0		134	72	86	0
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	0		134	72	86	0
tC, single (s)	4.1		7.1	6.5	6.5	6.2
tC, 2 stage (s)						
tF (s)	2.2		3.5	4.0	4.0	3.3
p0 queue free %	98		82	89	89	98
cM capacity (veh/h)	1623		745	804	790	1085

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	57	223	104
Volume Left	29	133	0
Volume Right	28	0	20
cSH	1623	768	833
Volume to Capacity	0.02	0.29	0.12
Queue Length 95th (ft)	1	30	11
Control Delay (s/veh)	3.8	11.6	9.9
Lane LOS	A	B	A
Approach Delay (s/veh)	3.8	11.6	9.9
Approach LOS		B	A

Intersection Summary			
Average Delay	10.0		
Intersection Capacity Utilization	27.8%	ICU Level of Service	A
Analysis Period (min)	15		



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	26	3	11	21	0	37
Future Volume (Veh/h)	26	3	11	21	0	37
Sign Control	Stop		Free			Free
Grade	0%		0%			0%
Peak Hour Factor	0.80	0.50	0.69	0.63	0.92	0.71
Hourly flow rate (vph)	32	6	16	33	0	52
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type			None			None
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	85	33			49	
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	85	33			49	
tC, single (s)	6.4	6.2			4.1	
tC, 2 stage (s)						
tF (s)	3.5	3.3			2.2	
p0 queue free %	97	99			100	
cM capacity (veh/h)	917	1041			1558	

Direction, Lane #	WB 1	NB 1	SB 1
Volume Total	38	49	52
Volume Left	32	0	0
Volume Right	6	33	0
cSH	935	1700	1558
Volume to Capacity	0.04	0.03	0.00
Queue Length 95th (ft)	3	0	0
Control Delay (s/veh)	9.0	0.0	0.0
Lane LOS	A		
Approach Delay (s/veh)	9.0	0.0	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	2.5		
Intersection Capacity Utilization	13.3%	ICU Level of Service	A
Analysis Period (min)	15		

Intersection	
Int Delay, s/veh	1.4

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	0	0	20	0	0	122	31	1370	12	16	786	51
Future Vol, veh/h	0	0	20	0	0	122	31	1370	12	16	786	51
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	280	-	130	270	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	92	92	56	92	92	92	70	95	43	80	87	85
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	0	0	36	0	0	133	44	1442	28	20	903	60

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	-	-	482	-	-	721	963	0	0	1470	0	0
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy	-	-	6.94	-	-	6.94	4.14	-	-	4.14	-	-
Critical Hdwy Stg 1	-	-	-	-	-	-	-	-	-	-	-	-
Critical Hdwy Stg 2	-	-	-	-	-	-	-	-	-	-	-	-
Follow-up Hdwy	-	-	3.32	-	-	3.32	2.22	-	-	2.22	-	-
Pot Cap-1 Maneuver	0	0	530	0	0	370	711	-	-	455	-	-
Stage 1	0	0	-	0	0	-	-	-	-	-	-	-
Stage 2	0	0	-	0	0	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	-	-	530	-	-	370	711	-	-	455	-	-
Mov Cap-2 Maneuver	-	-	-	-	-	-	-	-	-	-	-	-
Stage 1	-	-	-	-	-	-	-	-	-	-	-	-
Stage 2	-	-	-	-	-	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	12.3	20.1	0.3	0.3
HCM LOS	B	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	711	-	-	530	370	455	-	-
HCM Lane V/C Ratio	0.062	-	-	0.067	0.358	0.044	-	-
HCM Control Delay (s/veh)	10.4	-	-	12.3	20.1	13.3	-	-
HCM Lane LOS	B	-	-	B	C	B	-	-
HCM 95th %tile Q (veh)	0.2	-	-	0.2	1.6	0.1	-	-

Intersection	
Int Delay, s/veh	25.1

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	19	344	74	61	354	26	36	41	115	22	19	62
Future Vol, veh/h	19	344	74	61	354	26	36	41	115	22	19	62
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	80	88	83	76	85	55	73	67	77	59	47	84
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	24	391	89	80	416	47	49	61	149	37	40	74

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	463	0	0	480	0	0	1141	1107	436	1189	1128	440
Stage 1	-	-	-	-	-	-	484	484	-	600	600	-
Stage 2	-	-	-	-	-	-	657	623	-	589	528	-
Critical Hdwy	4.12	-	-	4.12	-	-	7.12	6.52	6.22	7.12	6.52	6.22
Critical Hdwy Stg 1	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.12	5.52	-	6.12	5.52	-
Follow-up Hdwy	2.218	-	-	2.218	-	-	3.518	4.018	3.318	3.518	4.018	3.318
Pot Cap-1 Maneuver	1098	-	-	1082	-	-	178	210	620	165	204	617
Stage 1	-	-	-	-	-	-	564	552	-	488	490	-
Stage 2	-	-	-	-	-	-	454	478	-	494	528	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1098	-	-	1082	-	-	117	183	620	84	178	617
Mov Cap-2 Maneuver	-	-	-	-	-	-	117	183	-	84	178	-
Stage 1	-	-	-	-	-	-	547	535	-	473	441	-
Stage 2	-	-	-	-	-	-	327	430	-	322	512	-

Approach	EB	WB	NB	SB
HCM Control Delay, s/v	0.4	1.3	96.4	70.7
HCM LOS			F	F

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	261	1098	-	-	1082	-	-	192
HCM Lane V/C Ratio	0.996	0.022	-	-	0.074	-	-	0.789
HCM Control Delay (s/veh)	96.4	8.4	0	-	8.6	0	-	70.7
HCM Lane LOS	F	A	A	-	A	A	-	F
HCM 95th %tile Q (veh)	9.8	0.1	-	-	0.2	-	-	5.4



Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Volume (veh/h)	37	386	294	42	34	52
Future Volume (Veh/h)	37	386	294	42	34	52
Sign Control		Free	Free		Stop	
Grade		0%	0%		0%	
Peak Hour Factor	0.73	0.90	0.88	0.82	0.75	0.77
Hourly flow rate (vph)	51	429	334	51	45	68
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type		None	None			
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	385				891	360
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	385				891	360
tC, single (s)	4.1				6.4	6.2
tC, 2 stage (s)						
tF (s)	2.2				3.5	3.3
p0 queue free %	96				85	90
cM capacity (veh/h)	1173				299	685

Direction, Lane #	EB 1	WB 1	SB 1
Volume Total	480	385	113
Volume Left	51	0	45
Volume Right	0	51	68
cSH	1173	1700	453
Volume to Capacity	0.04	0.23	0.25
Queue Length 95th (ft)	3	0	24
Control Delay (s/veh)	1.3	0.0	15.6
Lane LOS	A		C
Approach Delay (s/veh)	1.3	0.0	15.6
Approach LOS			C

Intersection Summary			
Average Delay	2.4		
Intersection Capacity Utilization	55.5%	ICU Level of Service	B
Analysis Period (min)	15		



Movement	EBL	EBR	NBL	NBT	SBT	SBR
Lane Configurations						
Traffic Volume (veh/h)	3	2	3	29	54	9
Future Volume (Veh/h)	3	2	3	29	54	9
Sign Control	Stop			Free	Free	
Grade	0%			0%	0%	
Peak Hour Factor	0.38	0.50	0.38	0.64	0.73	0.75
Hourly flow rate (vph)	8	4	8	45	74	12
Pedestrians						
Lane Width (ft)						
Walking Speed (ft/s)						
Percent Blockage						
Right turn flare (veh)						
Median type				None	None	
Median storage veh)						
Upstream signal (ft)						
pX, platoon unblocked						
vC, conflicting volume	141	80	86			
vC1, stage 1 conf vol						
vC2, stage 2 conf vol						
vCu, unblocked vol	141	80	86			
tC, single (s)	6.4	6.2	4.1			
tC, 2 stage (s)						
tF (s)	3.5	3.3	2.2			
p0 queue free %	99	100	99			
cM capacity (veh/h)	847	980	1510			

Direction, Lane #	EB 1	NB 1	SB 1
Volume Total	12	53	86
Volume Left	8	8	0
Volume Right	4	0	12
cSH	887	1510	1700
Volume to Capacity	0.01	0.01	0.05
Queue Length 95th (ft)	1	0	0
Control Delay (s/veh)	9.1	1.2	0.0
Lane LOS	A	A	
Approach Delay (s/veh)	9.1	1.2	0.0
Approach LOS	A		

Intersection Summary			
Average Delay	1.1		
Intersection Capacity Utilization	14.0%	ICU Level of Service	A
Analysis Period (min)	15		

aecom.com

Memorandum

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

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

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Approve or Deny the preliminary plat for a major subdivision for a property located at 100 South Founders Way, requested by Cliff Norman, owner and representative for High Cotton Properties, LLC., and Chris Johnson, Engineer. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision (Ward 5); the Hattiesburg Planning Commission recommended to Approve.**
File Number: 2024-1119
Minute Book #

Summary
Cliff Norman, owner and representative for High Cotton Properties, LLC., and Chris Johnson, Engineer, request approval for a preliminary plat for a major subdivision for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

Planning Commission recommended approval on April 3rd. 2024.

Recommendation Statement
Planning Commission recommended approving on April 3rd, 2024.

Please place this on the April 16, 2024 City Council meeting for consideration.

April 2024 HPC Item: B
Cliff Norman, Owner High Cotton Properties, LLC, and Chris Johnson, Engineer
Preliminary Plat Approval for Major Subdivision

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Cliff Norman, Owner High Cotton Properties, LLC, and Chris Johnson, Engineer

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
100 South Founders Way	2-041L-33-001.10	41844	5

Request: **Preliminary Plat Approval for Major Subdivision**

Purpose of Request: To request a **preliminary plat for a Major Subdivision** for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

R-1A 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.

April 2024 HPC Item: B
Cliff Norman, Owner High Cotton Properties, LLC, and Chris Johnson, Engineer
Preliminary Plat Approval for Major Subdivision

SECTION 6 **Dimensional Standards and Measurements**

Table 6.1 Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-1A	10,000/ 50	1 per lot	-	30	-	10	25	35 feet or 3 stories	50%	-

SECTION 11 **Administration and Enforcement**

11.10.1.8 Subdivision Violations. The owner of a subdivision shall not transfer title to any lot in such subdivision until such time as the final plat has been approved by the appropriate authority as outlined in this Code and duly recorded in the office of the Chancery Clerk of Forrest County or Lamar County, Mississippi. Transfers prior to such approval and recording shall be deemed a violation of this Code and shall be subject to any and all remedies available to the City.

11.10.1.9 Recording Violations.
The Chancery Clerks of Forrest County and Lamar County, Mississippi shall not receive, file or record a plat of a subdivision within the jurisdiction of this Land Development Code without prior approval of the appropriate authority as outlined in this Code. Plats recorded prior to such approval shall be deemed unlawful and invalid

SECTION 12 **Process and Procedures**

Categories of Development Approvals

12.3.2 Preliminary Plat Approval for Major Subdivisions
12.3.2.1 Approval Criteria.
i. Conformance with the Hattiesburg Comprehensive Plan.
ii. Conformance with the standards of the zoning district.
iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

12.3.2.4 Final Plat.
i. No Significant Change. Final plats of major subdivisions that are substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.
ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by the Planning Commission.

12.3.2.5 Recording.
In order to be an official and legal plat, the final approved plat must be recorded along with all applicable covenants, deed restrictions and property owners' association documents with the Chancery Clerk of Forrest or Lamar County, as appropriate. The City Engineer shall ensure that the City records this information in a timely fashion.

Present Zoning: The undeveloped parcels are currently zoned R-1A Single-Family Residential

Present Use: Vacant / Undeveloped

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use:
North: R-1A Single Family Residential
South: R-1A Single Family Residential
East: R-1A Single Family Residential
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 March 21st 2023.

History / Background: The petitioner met with staff in Pre-Application to discuss the expansion of the existing subdivision known as "Vintage Springs" for Phase 3, which includes blocks A & B. The expansion will include 10 new lots on 13.83 Acres. Infrastructure for the subdivision has already been installed in the previous approvals of the subdivision. Sidewalks have not been installed on the remaining portion, however, and will be required as part of the site plan approval for the remaining subdivision. The remaining undeveloped section of the subdivision, approximately 10 acres, has been noted as areas for future development.

Phase I was approved in October of 2008 and included 52 lots, Phase II was approved in April of 2016 and included 16 lots. The

overall master plan for the Vintage Springs Subdivision shows a total of 100 lots if the remaining phases are approved, all for single-family residential homes.

Option:

Approve or deny a preliminary plat for a major subdivision in the City of Hattiesburg.

Planning Commission must deem that all of the following approval criteria must be met before granting approval for the Preliminary Plat for a Major Subdivision:

12.3.2 Preliminary Plat Approval for Major Subdivisions
12.3.2.1 Approval Criteria.
i. Conformance with the Hattiesburg Comprehensive Plan.
ii. Conformance with the standards of the zoning district.
iii. Conformance with other standards and requirements of this Code and other City policies and regulations.
iv. Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

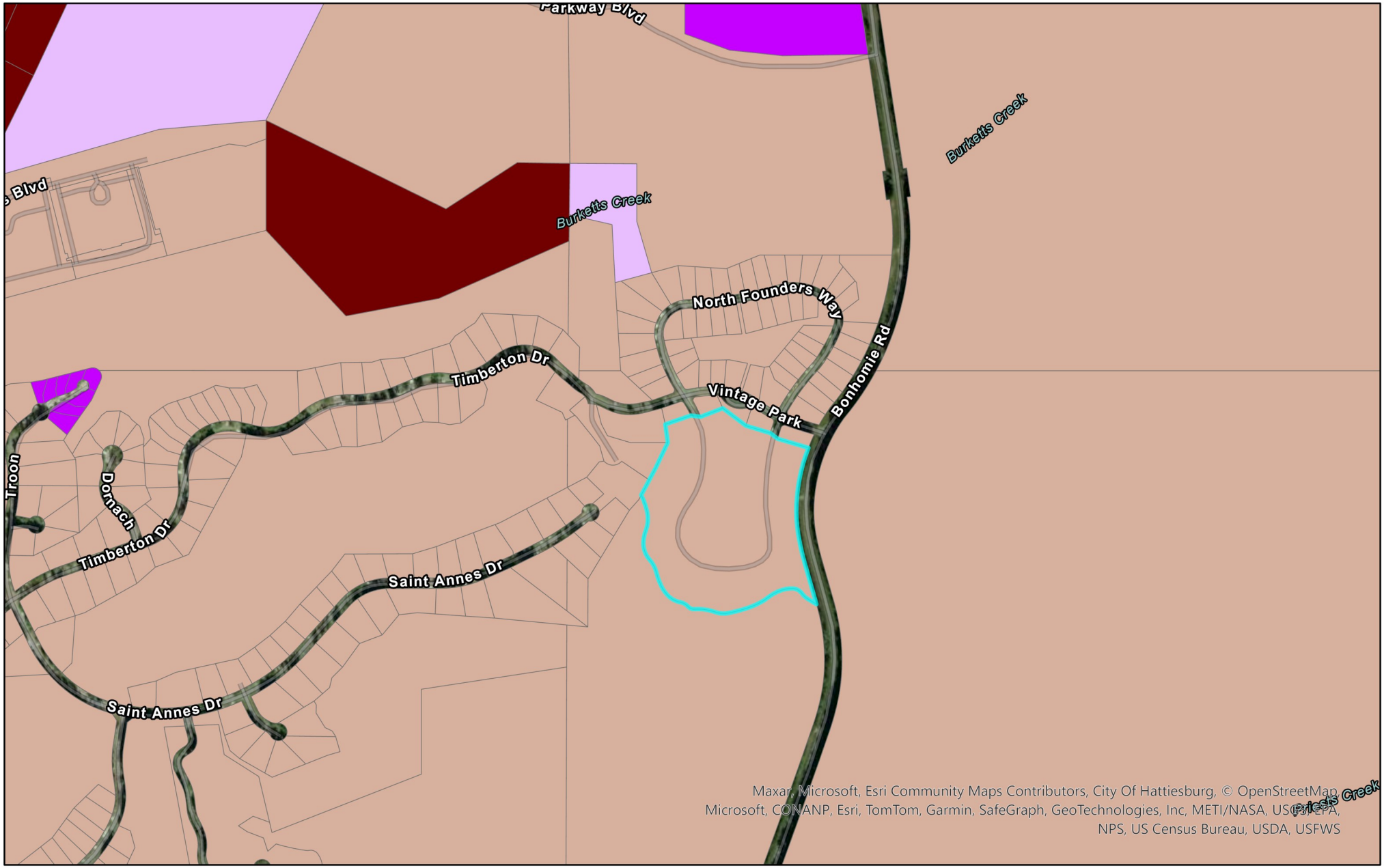
SUBJECT PARCEL

100 S Founders Way — Preliminary Plat Approval for Major Subdivision

Cliff Norman, Owner High Cotton Properties, LLC, and Chris Johnson

The petitioners request a preliminary plat for a Major Subdivision for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).





Zoning

- R-1A
- R-2
- R-3
- B-5

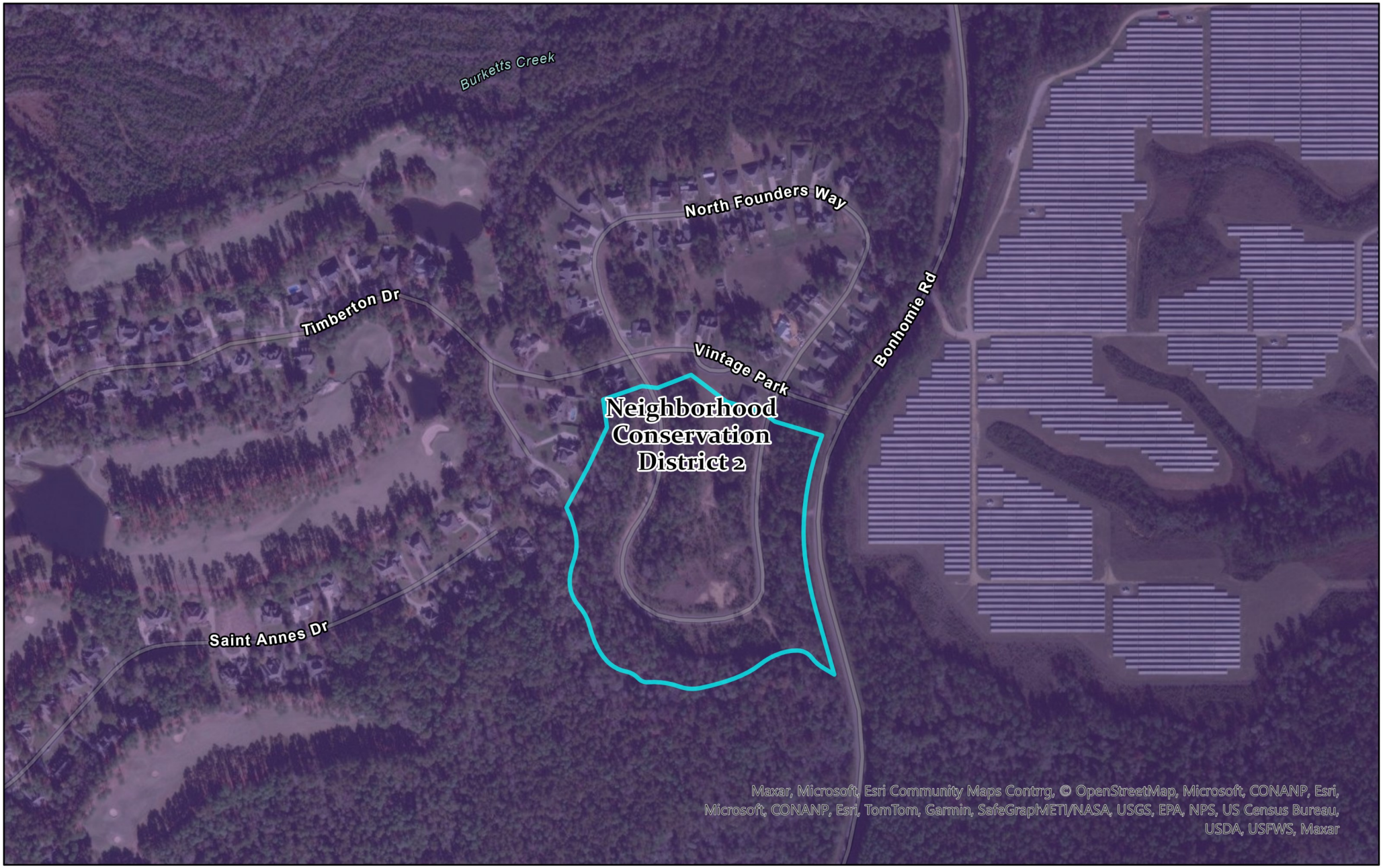
Site Information

Property is located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.2 0.4 Miles

N
W E
S



Future Land Use

Neighborhood Conservation District 2

Site Information

Future Land Use map for 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.15 0.3 Miles

N W E S

Site Aerial



Surrounding Area

Northern and Southern Direction: R-1A Single Family Residential



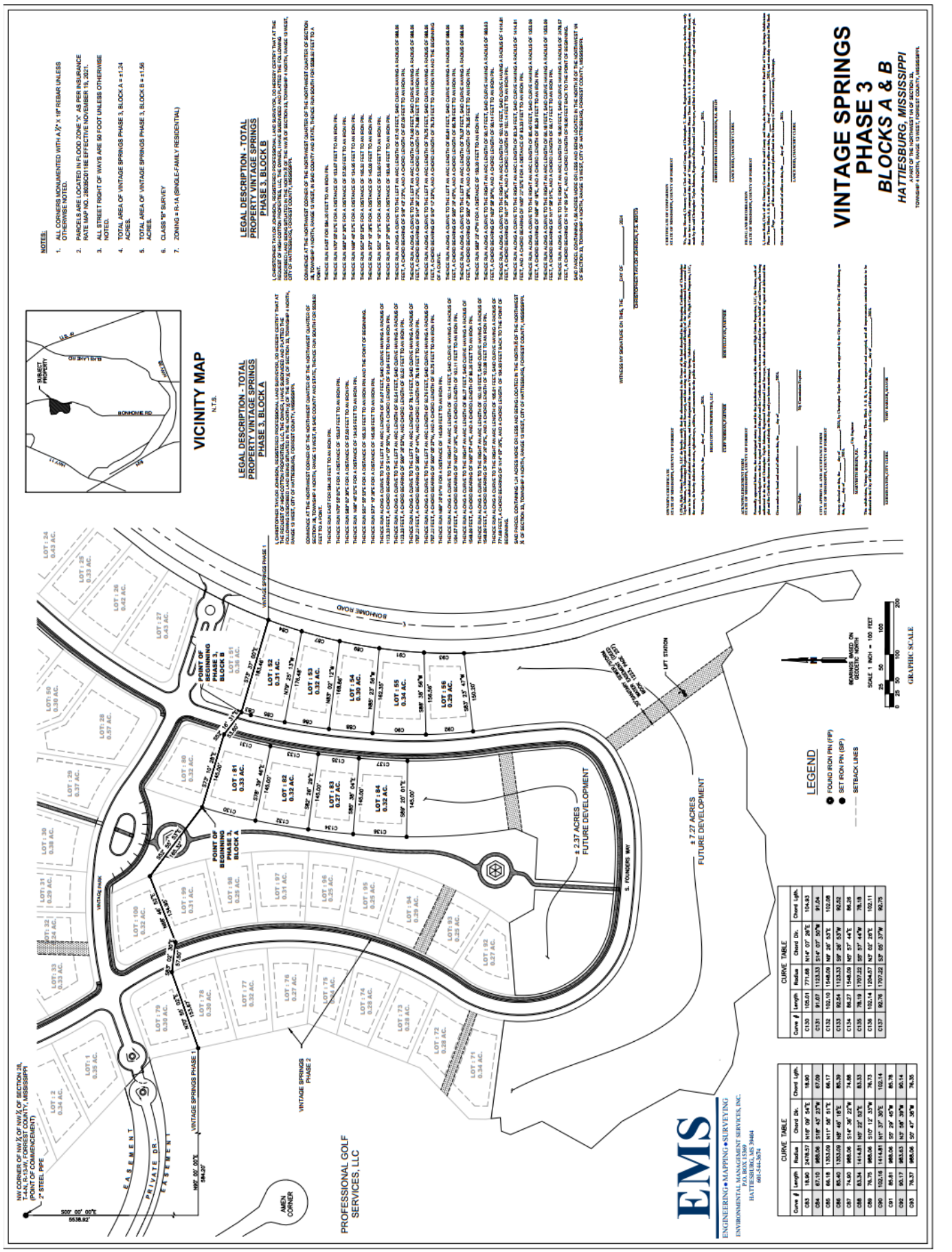


East and Western Directions: R-1A Single Family Residential

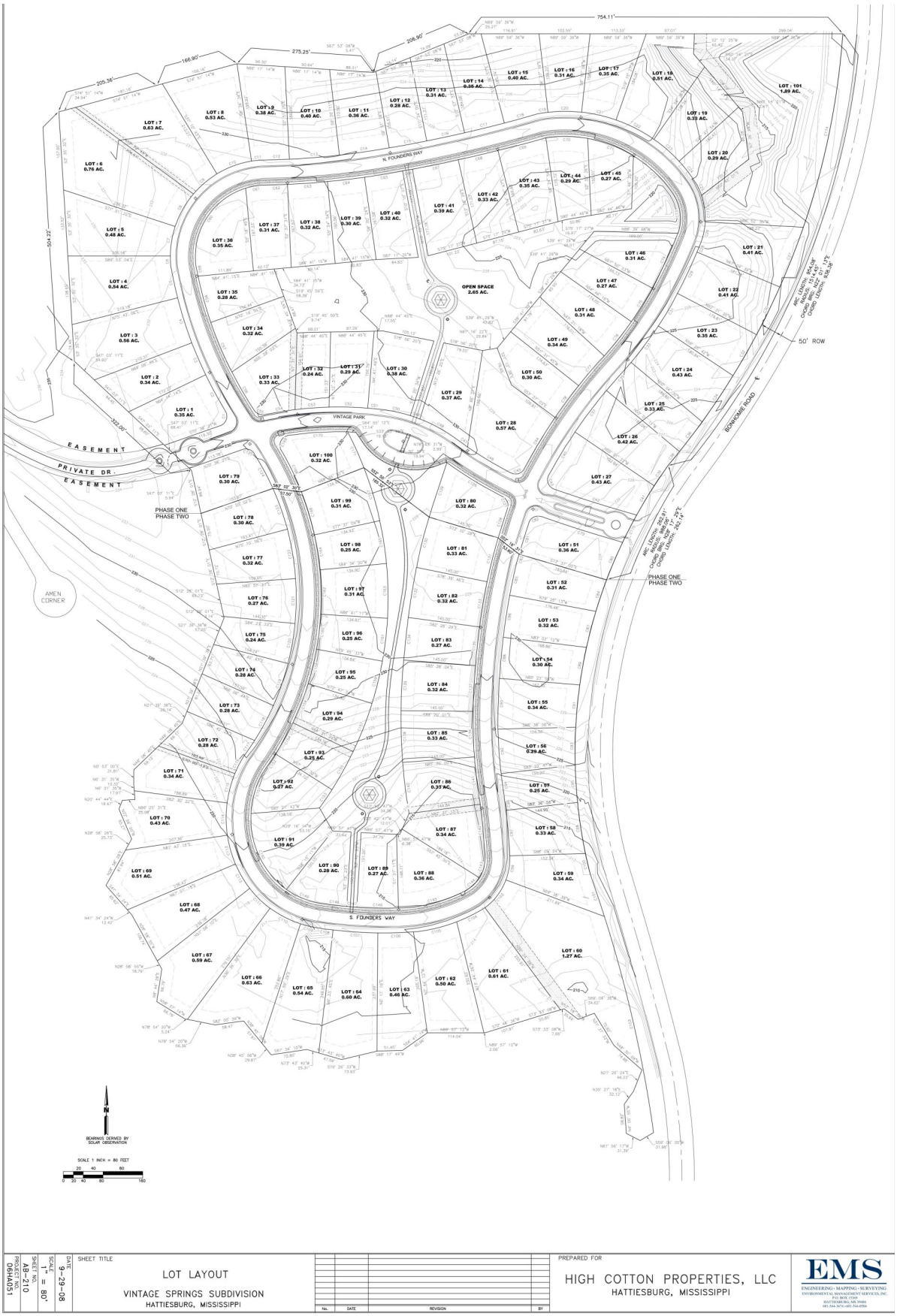




Preliminary Plat for Phase 3, Blocks A & B



Proposed Master Plan with all 100 Lots
(not part of preliminary plat approval)



RECEIVED
FEB 26 2024
BY: RA

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

APPLICANT:

Applicant Name: High Cotton Properties, LLC (Cliff Norman, Owner/Partner)
Project Name: Vintage Springs Subdivision, Phase 3, Blocks A & B
Proposed Use(s): Single-Family Residential Lots
Project Street Address: 100 S. Founders Way, Hattiesburg, MS 39401
PPIN Number(s) (if unknown, can be found on tax receipt): 41844 2-041L-33-001.10

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: _____
Proposed Zoning: _____

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: Cliff Norman, High Cotton Properties, LLC

☒Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-520-5361 Fax: 601-264-2492 Email: cliff@normanconstruction.net

Mailing Address: 788 Richburg Road, Hattiesburg, MS 39402

Secondary:

Name: Chris Johnson, P.E., P.S. Project Engineer Environmental Management Services, Inc.

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☒Engineer

☐Other (please specify): _____

Phone: 601-441-6436 Fax: 601-544-0504 Email: cjohnson@env-mgt.com

Mailing Address: P.O. Box 15369, Hattiesburg, MS 39404

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

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

S. FOUNDERS WAY — **Street Address**; HATTIESBURG — **City**; MS — **State**,

on this the 26th day of February, 2024.

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.

CHRIS JOHNSON, P.E.

on this the 26th day of February, 2024.

CLIFTON L NORMAN Bob Sullivan

Property Owner (print)

Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named Chris Johnson, P.E. Clifton L. Norman, Bob Sullivan, 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 26th day of February, 2024.

Deanna Tate

NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 67752 DEANNA TATE Commission Expires Oct. 16, 2026 LAMAR COUNTY

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

S. Founders Way — **Street Address**
Hattiesburg — **City**
MS — **State**

on this the 26th day of February, 2024.

Clifton L Norman Bob Sullivan
Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named Clifton L. Norman Bob Sullivan, 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 26th day of February, 2024.

Deanna Tate
NOTARY PUBLIC

My Commission Expires:

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 67752 DEANNA TATE Commission Expires Oct. 16, 2026 LAMAR COUNTY

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:

✓ 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)

Attended 9/22/24 Site & Design Review Committee, if needed.

✓ 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)

emailed Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

✓ 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 $315.00.

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.

+9 lots x $10/ea= $225+90=$315

Planned Unit Development (PUD) or Planned Residential Development with Subdivisi 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 VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

_____

_____

_____

_____

2. Describe the effects the proposed use of utilities and facilities will have on the community.

_____

_____

_____

_____

3. Describe how the size of the site is appropriate for the proposed use.

_____

_____

_____

_____

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

_____

_____

_____

_____

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

6. What is the expected number of customers/employees per day?

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

8. Parking requirements:
   Commercial/Industrial: Paved parking will be provided for _____ vehicles, and _____ ADA vehicles; with _____ loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.

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:

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains +/-13.83 Acres Square Footage/Acres

Lot Area Requirement: 0.25 Acres

Lot Frontage Requirement: 50' between side setbacks at front setback line

Existing use of lot/parcel/tract Undevloped property but with existng infrastructure

To be subdivided into 10 lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1. 52	0.31 A	Yes	No	S. Founders Way		
2. 53	0.32 A	Yes	No	S. Founders Way		
3. 54	0.30 A	Yes	No	S. Founders Way		
4. 55	0.34 A	Yes	No	S. Founders Way		
5. 56	0.29 A	Yes	No	S. Founders Way		
6. 81	0.33 A	Yes	No	S. Founders Way		
7. 82	0.32 A	Yes	No	S. Founders Way		
8. 83	0.27 A	Yes	No	S. Founders Way		
9. 84	0.32 A	Yes	No	S. Founders Way		
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel	11.03 A	Yes	No	S. Founders Way		
	2.80 A	Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required: All infrastructure is in place per approved plans (2007)

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐ Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

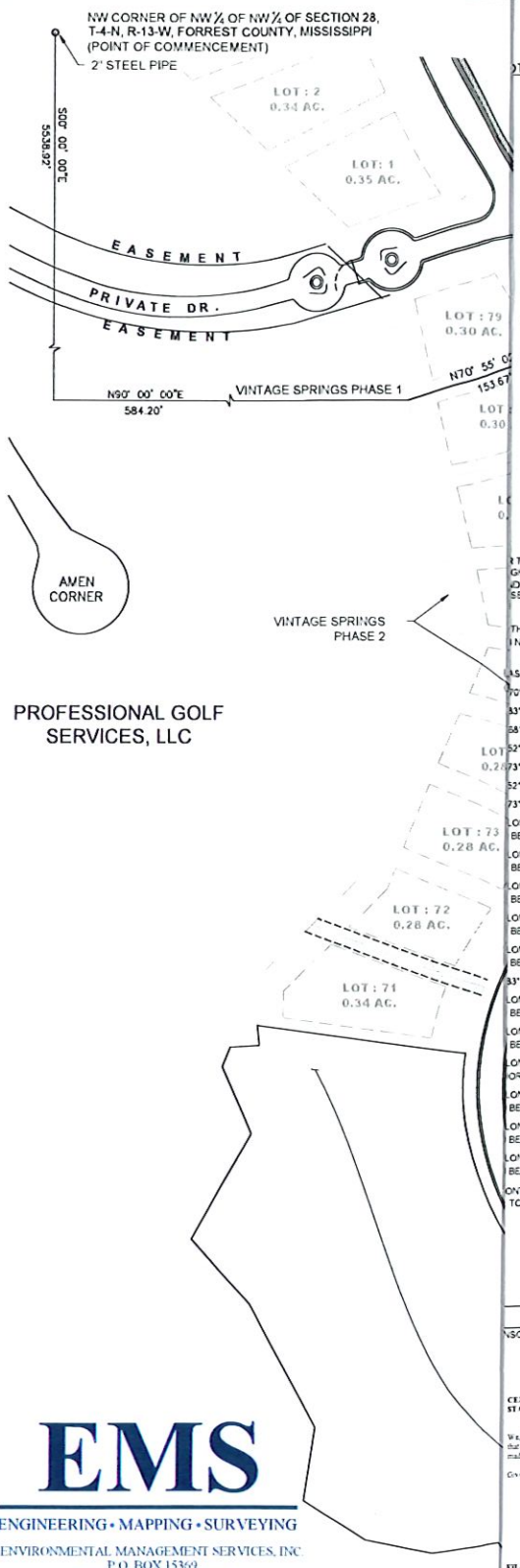
If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)



NOTES:

ALL CORNERS MONUMENTED WITH A ½" X 18" REBAR UNLESS OTHERWISE NOTED.

PARCELS ARE LOCATED IN FLOOD ZONE 'X' AS PER INSURANCE RATE MAP NO. 28035C0118E EFFECTIVE NOVEMBER 19, 2021.

ALL STREET RIGHT OF WAYS ARE 50-FOOT UNLESS OTHERWISE NOTED.

TOTAL AREA OF VINTAGE SPRINGS PHASE 3, BLOCK A = ±1.25 ACRES.

TOTAL AREA OF VINTAGE SPRINGS PHASE 3, BLOCK B = ±1.57 ACRES.

CLASS "B" SURVEY

ZONING = R-1A (SINGLE-FAMILY RESIDENTIAL)

LEGAL DESCRIPTION - TOTAL PROPERTY VINTAGE SPRINGS PHASE 3, BLOCK B

R TAYLOR JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE GH COTTON PROPERTIES, LLC, THE OWNER, I HAVE SUBDIVIDED AND PLATTED THE FOLLOWING D BEING SITUATED IN THE NORTH ½ OF THE NW¼ OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, SSBURG, FORREST COUNTY, MISSISSIPPI.

THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION NORTH, RANGE 13 WEST, IN SAID COUNTY AND STATE, THENCE RUN SOUTH FOR 5538.92 FEET TO A

AST FOR 584.20 FEET TO AN IRON PIN.
70° 55' 02"E FOR A DISTANCE OF 153.67 FEET TO AN IRON PIN.
33° 02' 30"E FOR A DISTANCE OF 57.50 FEET TO AN IRON PIN.
58° 46' 52"E FOR A DISTANCE OF 134.55 FEET TO AN IRON PIN.
52° 55' 53"E FOR A DISTANCE OF 165.32 FEET TO AN IRON PIN.
73° 10' 28"E FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.
52° 16' 31"E FOR A DISTANCE OF 53.60 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.
73° 37' 00"E FOR A DISTANCE OF 183.46 FEET TO AN IRON PIN.
LONG A CURVE TO THE LEFT AN ARC LENGTH OF 67.10 FEET, SAID CURVE HAVING A RADIUS OF 988.06 BEARING OF S18° 43' 23"W, AND A CHORD LENGTH OF 67.09 FEET TO AN IRON PIN.
LONG A CURVE TO THE LEFT AN ARC LENGTH OF 74.90 FEET, SAID CURVE HAVING A RADIUS OF 988.06 BEARING OF S14° 36' 22"W, AND A CHORD LENGTH OF 74.88 FEET TO AN IRON PIN.
LONG A CURVE TO THE LEFT AN ARC LENGTH OF 76.75 FEET, SAID CURVE HAVING A RADIUS OF 988.06 BEARING OF S10° 12' 33"W, AND A CHORD LENGTH OF 76.73 FEET TO AN IRON PIN.
LONG A CURVE TO THE LEFT AN ARC LENGTH OF 85.81 FEET, SAID CURVE HAVING A RADIUS OF 988.06 BEARING OF S05° 29' 45"W, AND A CHORD LENGTH OF 85.78 FEET TO AN IRON PIN.
LONG A CURVE TO THE LEFT AN ARC LENGTH OF 76.37 FEET, SAID CURVE HAVING A RADIUS OF 988.06 BEARING OF S00° 47' 38"W, AND A CHORD LENGTH OF 76.35 FEET TO AN IRON PIN.
33° 23' 47"W FOR A DISTANCE OF 150.20 FEET TO AN IRON PIN.
LONG A CURVE TO THE RIGHT AN ARC LENGTH OF 90.17 FEET, SAID CURVE HAVING A RADIUS OF 983.63 BEARING OF N03° 58' 39"W, AND A CHORD LENGTH OF 90.14 FEET TO AN IRON PIN.
LONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.16 FEET, SAID CURVE HAVING A RADIUS OF 1414.81 BEARING OF N01° 37' 30"E, AND A CHORD LENGTH OF 102.14 FEET TO AN IRON PIN.
LONG A CURVE TO THE RIGHT AN ARC LENGTH OF 83.34 FEET, SAID CURVE HAVING A RADIUS OF 1414.81 ORD BEARING OF N05° 22' 52"E FOR A DISTANCE OF 83.33 FEET TO AN IRON PIN.
LONG A CURVE TO THE RIGHT AN ARC LENGTH OF 85.40 FEET, SAID CURVE HAVING A RADIUS OF 1353.09 BEARING OF N08° 45' 18"E, AND A CHORD LENGTH OF 85.39 FEET TO AN IRON PIN.
LONG A CURVE TO THE RIGHT AN ARC LENGTH OF 66.18 FEET, SAID CURVE HAVING A RADIUS OF 1353.09 BEARING OF N11° 58' 51"E, AND A CHORD LENGTH OF 66.17 FEET TO AN IRON PIN.
LONG A CURVE TO THE RIGHT AN ARC LENGTH OF 18.90 FEET, SAID CURVE HAVING A RADIUS OF 2478.57 BEARING OF N15° 09' 54"E, AND A CHORD LENGTH OF 18.90 FEET BACK TO THE POINT OF BEGINNING.

ONTAINING 1.57 ACRES MORE OR LESS AND BEING LOCATED IN THE NORTH ½ OF THE NORTHWEST 1/4 TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

_____, 2024

NSON, P.S. #03129

CERTIFICATE OF COMPARISON
STATE OF MISSISSIPPI, COUNTY OF FORREST

We, Jimmy Howard, Chancery Court Clerk of said County and Christopher T. Johnson, Registered Professional Land Surveyor, do hereby certify that we have carefully compared this plat of Vintage Springs Subdivision Phase Three Block A & B with the original duplicate/copy thereof, as made by the said Christopher Taylor Johnson, Registered Professional Land Surveyor, and find it to be a true and correct copy of said map or plat.

Given under my hand and seal of office on this, the ____ day of _____, 2024

CHRISTOPHER TAYLOR JOHNSON, P.S. #03129

_____
LANCE REID, CHANCERY CLERK

FILING AND RECORDATION
STATE OF MISSISSIPPI, COUNTY OF FORREST

I, Lance Reid, Clerk of the Chancery Court in and for said County and State, do hereby certify that the Final Plat of Vintage Springs Subdivision Phase Three Block A & B, was filed for record in my office on this, the ____ day of _____, 2024, and was duly recorded in Plat Book _____, Page _____ of the records and maps and plats of land in the Chancery Court of Forrest County, Mississippi.

Given under my hand and seal of office on this, the ____ day of _____, 2024

_____
LANCE REID, CHANCERY CLERK

EMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES, INC.
P.O. BOX 15369
HATTIESBURG, MS 39404
601-544-3674

CURVE TABLE				
Curve #	Length	Radius	Chord Dir.	Chord Lgth.
C83	18.90	2478.57	N16° 09' 54"E	18.90
C84	67.10	988.06	S18° 43' 23"W	67.09
C85	66.18	1353.09	N11° 58' 51"E	66.17
C86	85.40	1353.09	N8° 46' 18"E	85.39
C87	74.90	988.06	S14° 36' 22"W	74.88
C88	83.34	1414.81	N5° 22' 52"E	83.33
C89	76.75	988.06	S10° 12' 33"W	76.73
C90	102.16	1414.81	N1° 37' 30"E	102.14
C91	85.81	988.06	S5° 29' 45"W	85.78
C92	90.17	983.63	N3° 58' 39"W	90.14
C93	76.37	988.06	S0° 47' 38"W	76.35

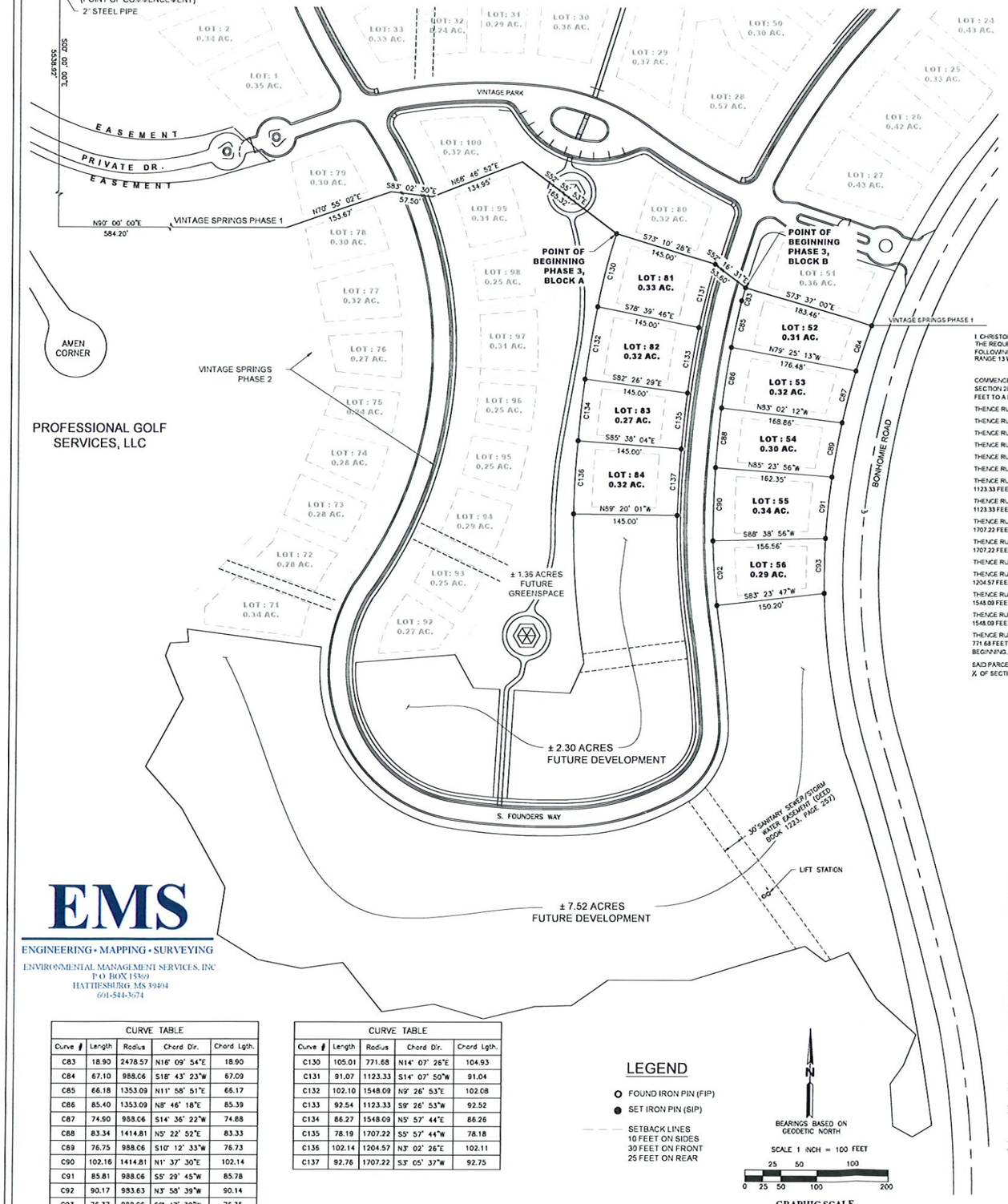
Curve #	Len
C130	10
C131	91
C132	10
C133	92
C134	86
C135	78
C136	10
C137	92

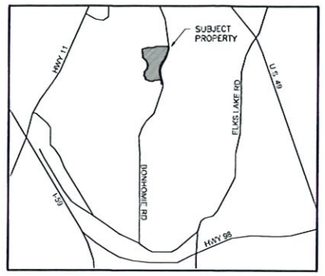
VINTAGE SPRINGS PHASE 3

BLOCKS A & B

HATTIESBURG, MISSISSIPPI

A PART OF THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 33
TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI





VICINITY MAP

N.T.S.

NOTES:

1. ALL CORNERS MONUMENTED WITH A ½" X 18" REBAR UNLESS OTHERWISE NOTED.
2. PARCELS ARE LOCATED IN FLOOD ZONE 'X' AS PER INSURANCE RATE MAP NO. 28035C0118E EFFECTIVE NOVEMBER 19, 2021.
3. ALL STREET RIGHT OF WAYS ARE 50-FOOT UNLESS OTHERWISE NOTED.
4. TOTAL AREA OF VINTAGE SPRINGS PHASE 3, BLOCK A = ±1.25 ACRES.
5. TOTAL AREA OF VINTAGE SPRINGS PHASE 3, BLOCK B = ±1.57 ACRES.
6. CLASS "B" SURVEY
7. ZONING = R-1A (SINGLE-FAMILY RESIDENTIAL)

LEGAL DESCRIPTION - TOTAL PROPERTY VINTAGE SPRINGS PHASE 3, BLOCK A

I, CHRISTOPHER TAYLOR JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE REQUEST OF HIGH COTTON PROPERTIES, LLC, THE OWNER, I HAVE SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED LAND BEING SITUATED IN THE NORTH½ OF THE NW¼ OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN SAID COUNTY AND STATE, THENCE RUN SOUTH FOR 5538.92 FEET TO A POINT,

THENCE RUN EAST FOR 584.20 FEET TO AN IRON PIN.

THENCE RUN N70° 55' 02"E FOR A DISTANCE OF 153.67 FEET TO AN IRON PIN.

THENCE RUN S83° 02' 30"E FOR A DISTANCE OF 57.50 FEET TO AN IRON PIN.

THENCE RUN N68° 48' 52"E FOR A DISTANCE OF 134.95 FEET TO AN IRON PIN.

THENCE RUN S52° 55' 53"E FOR A DISTANCE OF 165.32 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

THENCE RUN S73° 10' 28"E FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 91.07 FEET, SAID CURVE HAVING A RADIUS OF 1123.33 FEET, A CHORD BEARING OF S14° 07' 50"W, AND A CHORD LENGTH OF 91.04 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 92.54 FEET, SAID CURVE HAVING A RADIUS OF 1123.33 FEET, A CHORD BEARING OF S09° 26' 53"W, AND CHORD LENGTH OF 92.52 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 78.19 FEET, SAID CURVE HAVING A RADIUS OF 1707.22 FEET, A CHORD BEARING OF S05° 57' 44"W, AND CHORD LENGTH OF 78.18 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 92.76 FEET, SAID CURVE HAVING A RADIUS OF 1707.22 FEET, A CHORD BEARING OF S03° 05' 37"W, AND A CHORD LENGTH OF 92.75 FEET TO AN IRON PIN.

THENCE RUN N89° 20' 01"W FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.14 FEET, SAID CURVE HAVING A RADIUS OF 1204.57 FEET, A CHORD BEARING OF N03° 02' 26"E, AND A CHORD LENGTH OF 102.11 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 86.27 FEET, SAID CURVE HAVING A RADIUS OF 1548.09 FEET, A CHORD BEARING OF N05° 57' 44"E, AND A CHORD LENGTH OF 86.26 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.10 FEET, SAID CURVE HAVING A RADIUS OF 1548.09 FEET, A CHORD BEARING OF N09° 26' 53"E, AND A CHORD LENGTH OF 102.08 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 105.01 FEET, SAID CURVE HAVING A RADIUS OF 771.68 FEET, A CHORD BEARING OF N14° 07' 26"E, AND A CHORD LENGTH OF 104.93 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.25 ACRES MORE OR LESS AND BEING LOCATED IN THE NORTH½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

LEGAL DESCRIPTION - TOTAL PROPERTY VINTAGE SPRINGS PHASE 3, BLOCK B

I, CHRISTOPHER TAYLOR JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE REQUEST OF HIGH COTTON PROPERTIES, LLC, THE OWNER, I HAVE SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED LAND BEING SITUATED IN THE NORTH½ OF THE NW¼ OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN SAID COUNTY AND STATE, THENCE RUN SOUTH FOR 5538.92 FEET TO A POINT,

THENCE RUN EAST FOR 584.20 FEET TO AN IRON PIN.

THENCE RUN N70° 55' 02"E FOR A DISTANCE OF 153.67 FEET TO AN IRON PIN.

THENCE RUN S83° 02' 30"E FOR A DISTANCE OF 57.50 FEET TO AN IRON PIN.

THENCE RUN N68° 48' 52"E FOR A DISTANCE OF 134.95 FEET TO AN IRON PIN.

THENCE RUN S52° 55' 53"E FOR A DISTANCE OF 165.32 FEET TO AN IRON PIN.

THENCE RUN S73° 10' 28"E FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.

THENCE RUN S52° 16' 31"E FOR A DISTANCE OF 53.60 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

THENCE RUN S73° 37' 00"E FOR A DISTANCE OF 183.46 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 67.10 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S18° 43' 23"W, AND A CHORD LENGTH OF 67.09 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 74.90 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S14° 36' 22"W, AND A CHORD LENGTH OF 74.88 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 76.75 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S10° 12' 33"W, AND A CHORD LENGTH OF 76.73 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 85.81 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S05° 29' 45"W, AND A CHORD LENGTH OF 85.78 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 76.37 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S00° 47' 38"W, AND A CHORD LENGTH OF 76.35 FEET TO AN IRON PIN.

THENCE RUN S83° 23' 47"W FOR A DISTANCE OF 150.20 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 90.17 FEET, SAID CURVE HAVING A RADIUS OF 983.63 FEET, A CHORD BEARING OF N03° 58' 39"W, AND A CHORD LENGTH OF 90.14 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.16 FEET, SAID CURVE HAVING A RADIUS OF 1414.81 FEET, A CHORD BEARING OF N01° 37' 30"E, AND A CHORD LENGTH OF 102.14 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 83.34 FEET, SAID CURVE HAVING A RADIUS OF 1414.81 FEET, AND A CHORD BEARING OF N05° 22' 52"E FOR A DISTANCE OF 83.33 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 85.40 FEET, SAID CURVE HAVING A RADIUS OF 1353.09 FEET, A CHORD BEARING OF N08° 46' 18"E, AND A CHORD LENGTH OF 85.39 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 66.18 FEET, SAID CURVE HAVING A RADIUS OF 1353.09 FEET, A CHORD BEARING OF N11° 58' 51"E, AND A CHORD LENGTH OF 66.17 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 18.90 FEET, SAID CURVE HAVING A RADIUS OF 2478.57 FEET, A CHORD BEARING OF N16° 09' 54"E, AND A CHORD LENGTH OF 18.90 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.57 ACRES MORE OR LESS AND BEING LOCATED IN THE NORTH½ OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

WITNESS MY SIGNATURE ON THIS, THE_____DAY OF_____, 2024

_____
CHRISTOPHER TAYLOR JOHNSON, P.S. #03129

OWNER'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF FORREST

I (We), High Cotton Properties, LLC do hereby certify that the aforementioned is the Owner of the land described in the foregoing Certificate of Christopher Taylor Johnson, a Mississippi Registered Professional Land Surveyor) and that acting as the duly authorized official(s) of the aforementioned have caused the same to be subdivided and platted as shown hereon, and have designated the same as Vintage Spring Subdivision Phase Two. We, High Cotton Properties, LLC, the owner, do hereby dedicate the streets, rights-of-ways, utilities, and easements for the public use forever.

Witness Our Signature(s) on this, the_____ day of_____, 2024

HIGH COTTON PROPERTIES, LLC

_____ _____
CLIFF NORMAN, PARTNER EDDIE SULLIVAN, PARTNER

ACKNOWLEDGEMENT FORM
STATE OF MISSISSIPPI, COUNTY OF FORREST

Personally appeared before me, the undersigned notary in and for the jurisdiction aforesaid, the within named High Cotton Properties, LLC, the Owner, each of whom acknowledged to me that he signed and delivered this plat and the Certificate thereon in his own act and deed for and on behalf of said Owner, after being authorized to do so, and Christopher Taylor Johnson, Registered Professional Land Surveyor, who also acknowledged to me that he signed and delivered this plat and the Certificate thereon in his own act and deed, on the day and year herein mentioned.

Given under my hand and seal of office on this, the_____ day of_____, 2024

_____ _____
Notary Public My Commission Expires

CITY APPROVAL AND ACCEPTANCE FORM
STATE OF MISSISSIPPI, COUNTY OF FORREST

Survey checked on this, the____ day of_____, 2024, by Christopher Taylor Johnson, and approved by the City Engineer for the City of Hattiesburg on this, the____ day of_____, 2024

_____
MARYBETH BORON, P.E. City Engineer

This subdivision, Vintage Springs Subdivision Phase Three Block A & B, is hereon approved and accepted, and all improvements contained thereon to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg on the____ day of_____, 2024

_____ _____
KERNIS EATON, CITY CLERK TOBY BARKER, MAYOR

CERTIFICATE OF COMPARISON
STATE OF MISSISSIPPI, COUNTY OF FORREST

We, Jimmy Howell, Chancery Court Clerk of said County, and Christopher T. Johnson, Registered Professional Land Surveyor, do hereby certify that we have carefully compared this plat of Vintage Springs Subdivision Phase Three Block A & B with the original duplicate copy thereof, as made by the said Christopher Taylor Johnson, Registered Professional Land Surveyor, and find it to be a true and correct copy of said map or plat.

Given under my hand and seal of office on this, the____ day of_____, 2024

CHRISTOPHER TAYLOR JOHNSON, P.S. #03129

_____
LANCE REID, CHANCERY CLERK

FILING AND RECORDATION
STATE OF MISSISSIPPI, COUNTY OF FORREST

I, Lance Reid, Clerk of the Chancery Court in and for said County and State, do hereby certify that the Final Plat of Vintage Springs Subdivision Phase Three Block A & B, was filed for record in my office on this, the____ day of_____, 2024, and was duly recorded in Plat Book_____, Page_____, of the records and maps and plats of land in the Chancery Court of Forrest County, Mississippi.

Given under my hand and seal of office on this, the____ day of_____, 2024

_____
LANCE REID, CHANCERY CLERK

CURVE TABLE				
Curve #	Length	Radius	Chord Dir.	Chord Lgth.
C83	18.90	2478.57	N16° 09' 54"E	18.90
C84	67.10	988.06	S18° 43' 23"W	67.09
C85	66.18	1353.09	N11° 58' 51"E	66.17
C86	85.40	1353.09	N8° 46' 18"E	85.39
C87	74.90	988.06	S14° 36' 22"W	74.88
C88	83.34	1414.81	N5° 22' 52"E	83.33
C89	76.75	988.06	S10° 12' 33"W	76.73
C90	102.16	1414.81	N1° 37' 30"E	102.14
C91	85.81	988.06	S5° 29' 45"W	85.78
C92	90.17	983.63	N3° 58' 39"W	90.14
C93	76.37	988.06	S0° 47' 38"W	76.35

CURVE TABLE				
Curve #	Length	Radius	Chord Dir.	Chord Lgth.
C130	105.01	771.68	N14° 07' 26"E	104.93
C131	91.07	1123.33	S14° 07' 50"W	91.04
C132	102.10	1548.09	N9° 26' 53"E	102.08
C133	92.54	1123.33	S9° 26' 53"W	92.52
C134	86.27	1548.09	N5° 57' 44"E	86.26
C135	78.19	1707.22	S5° 57' 44"W	78.18
C136	102.14	1204.57	N3° 02' 26"E	102.11
C137	92.76	1707.22	S3° 05' 37"W	92.75

EMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES, INC
P.O. BOX 15869
HATTIESBURG, MS 39404
601-544-3674

VINTAGE SPRINGS PHASE 3
BLOCKS A & B
HATTIESBURG, MISSISSIPPI

A PART OF THE NORTH½ OF THE NORTHWEST¼ OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI

RICHLAND TITLE, INC.
132 WESTOVER DRIVE
HATTIESBURG, MS 39402

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED
135620
2008 NOV 14 PM 12:20

WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

VINTAGE SPRINGS

TABLE OF CONTENTS

Article I
Definitions....2

Article II
Property Rights....3

Article III
Membership and Voting Rights in the Association....6

Article IV
Covenants for Assessments....8

Article V
General Powers and Duties of Board of Directors of the Association....15

Article VI
Insurance....16

Article VII
Ad Valorem Property Taxes....18

Article VIII
Architectural Control....18

Article IX
Green Space Areas....21

Article X
Easements....22

Article XI
Use Restrictions....23

Article XII
Rule Making....30

Article XIII
Property Subject to This Declaration....30

Article XIV
General Provisions....33

Article XV
Declarant's Rights and Reservations....36

BOOK 1051 PAGE 0078

STATE OF MISSISSIPPI
COUNTY OF FORREST

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
VINTAGE SPRINGS

THIS DECLARATION is made this 10th day of November, 2008, by High Cotton Properties, LLC (hereinafter referred to as "Declarant"):

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property situated in Forrest County, Mississippi, more particularly described on Exhibit "A" attached hereto, and desires to create and develop thereon a residential community with designated common areas and with common facilities, for the benefit of the community; hereinafter referred to as the "Property"; and

WHEREAS, Declarant desires to provide for the preservation of the values in said community and for the maintenance of certain areas as may be designated by the Owners and, to this end, desires to subject the Property to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, the primary purposes of these covenants and the foremost consideration in the origin of same has been the creation of a residential community which is aesthetically pleasing and functionally convenient. Declarant has deemed it desirable for the efficient preservation of the values in said community, to provide for an agency to which would be delegated and assigned the powers of administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

NOW, THEREFORE, Declarant declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "Covenants and Restrictions") hereinafter set forth.

BOOK 1051 PAGE 0079

ARTICLE I
DEFINITIONS

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall otherwise prohibit) shall have the following meanings:

(a) "Assessment" shall mean a lot owner's share of the common expenses from time to time assessed such lot owner by the Association. Assessment or Assessments refer to annual, replacement or special assessment or any combination thereof.

(b) "Association" shall mean and refer to The Vintage Springs Owners Association, Inc., a non-profit corporation, incorporated under the laws of the State of Mississippi for the purpose of effecting the intents and objectives herein set forth, its successors and assigns.

(c) "Board of Directors" or the "Board" shall mean and refer to the Board of Directors of the Association.

(d) "Bylaws" shall mean the bylaws of the Association as they exist from time to time, which bylaws may be initially in the form of Exhibit "B" attached hereto.

(e) "Common Area" shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot shall be all of the Property less and except all platted and numbered lots as shown on the subdivision plats of Vintage Springs to be filed of record in the office of the Chancery Clerk of Forrest County, Mississippi.

(f) "Common Facilities" shall mean all buildings and improvements constructed on any portion of the Common Area.

(g) "Declarant" shall mean and refer to High Cotton Properties, LLC, its successors and/or assigns.

(h) "Declaration" shall mean this instrument as it is from time to time amended;

(i) "Dwelling" shall mean a residential dwelling house.

(j) "Green space" shall mean certain portions of Common Area which are designated to be maintained in its natural condition so that the natural, scenic and recreational resources, soils, wetlands, wildlife, game and migratory birds currently in evidence at Vintage Springs be maintained and enhanced. Such areas are designated as such on the recorded plat.

BOOK 1051 PAGE 0080

(k) "Invitees" shall mean an owner's tenants, guests, patrons, employees or other guests or invitees.

(l) "Lot" shall mean and refer to any plot or tract of land shown upon the recorded subdivision map or plat of the Property, exclusive of the Common Area, which is designated as a lot therein and which is or will be improved with a residential dwelling.

(m) Member" shall mean and refer to each Owner as provided herein in Article III.

(n) "Mortgagee" shall mean a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, recognized institutional type lender or its loan correspondent, agency of the United States government or individuals, which owns or which is the holder of a Recorded First Mortgage.

(o) "Owner" or "Property Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee or undivided fee interest in any Lot which is part of the Properties, including contract sellers, but excluding those persons or entities who hold an interest merely as security for the performance of an obligation.

(p) "Person" shall mean an individual, firm, corporation, partnership, association, trust or other legal entity or any combination thereof, including Declarant.

(q) "Property" or "Properties" shall mean and refer to that certain real property hereinbefore described which is subject to this Declaration.

(r) Recorded First Mortgage" shall be deemed to mean a mortgage or deed of trust, properly recorded in the office of the Chancery Clerk of the Forrest County, Mississippi or other public office designated by the statutes and laws of the State of Mississippi for the recording of mortgages in Forrest County, Mississippi, the lien of which is prior, paramount, and superior to the lien of all other mortgages and deeds of trust.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association, acting by and through its Board of Directors, to levy reasonable admission and other fees for the use of any community facilities

BOOK 1051 PAGE 0081

(excluding streets, roads and parking areas which have been accepted by the City of Hattiesburg, Forrest County, Mississippi for maintenance) situated upon the Property by the Members and their families, tenants and guests; provided, however, that any such fees shall be charged on a uniform basis for each Member; and

(b) the right of the Association to suspend any Member's voting rights and any Member's rights to use the Common Areas and community facilities (except rights to use streets, roadways and parking areas, which latter rights shall not be subject to suspension for any reason) for any period during which any assessment remains unpaid and for any period not exceeding sixty (60) days for any infraction of any of the published rules and regulations of the Association; and

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless two-thirds (2/3rds) of each class of the then Members of the Association consent to such dedication, transfer, purpose and conditions, at a special meeting of the Members duly called for such purpose or an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of each class of Members has been recorded; and

(d) the right of the Association, in accordance with its Charter of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and community facilities in a manner designed to promote the enjoyment and welfare of the Members, and in aid thereof to mortgage any of the Common Areas and community facilities, provided, however, that no such borrowing shall be done and no such mortgage shall be executed unless and until same has been approved by the vote of at least two thirds (2/3rds) of each Class; and

(e) the right of the Association to take such steps as are reasonably necessary to protect the property of the Association against mortgage default and foreclosure; provided, however, that any such steps are in conformity with the other provisions of this Declaration; and

(f) the right of the Association to adopt reasonable rules respecting use of the Common Areas and community facilities to reasonably limit the number of guests of Members who may use any facilities on the Property; and

(g) the right of the Association, acting by and through its Board of Directors, to grant licenses, rights-of-way and easements for access or for the construction, reconstruction, maintenance and repair of any utility lines or appurtenances, whether public or private, to any municipal agency, public utility, the Developers or any other person, provided, however, that no such licenses, rights-of-way or easements shall be unreasonably and permanently inconsistent with the rights of the Members to the use and enjoyment of the Common Areas and community facilities; and

(h) the right of the Association, acting by and through its Board of Directors, to open the Common Areas and community facilities, or any portions thereof, to a wider group of persons, all for such purposes and on such bases as the Board of Directors may from time to time consider appropriate; and

(i) the rights of the Owners of Lots to perpetual easements over and upon any of the Common Areas and community facilities for such portions of their dwellings that may overhang or otherwise encroach upon any of the Common Areas or community facilities, for support, for the purpose of necessary repairs and maintenance, for maintenance of reasonable appurtenances to the dwellings, and for reasonable ingress and egress to and from any dwelling through and over the Common Areas and community facilities; and

(j) the right of each Member to use the streets, roadways, and vehicular parking areas situated upon the Common Areas and community facilities; provided, however, that each Member shall comply in all respects with all supplementary rules and regulations which are not inconsistent with the provisions of this Declaration and which the Board of Directors of the Association may from time to time adopt and promulgate with respect to parking and traffic control upon the Common Areas and community facilities.

(k) the right to dedicate or grant to the City of Hattiesburg, Forrest County, Mississippi or such other governmental authority having jurisdiction over the Property, the streets and right-of-ways as shown on the recorded plat of Vintage Springs, and all additions thereto as annexed pursuant to the provisions of this Declaration. In the event that said streets and right-of-ways have not been dedicated to the City of Hattiesburg, Forrest County, Mississippi or the governmental authority having jurisdiction over the property the Association shall have the right to dedicate said streets and right-of-ways to such governmental authority at such time that such authority will accept the dedication thereof and agree to maintain the streets and right-of-ways as public streets.

BOOK 1051 PAGE 0083

Section 2. Rights Not Subject to Suspension. Notwithstanding anything in this Declaration to the contrary, the Association shall have no authority to suspend, either temporarily or permanently, any of the rights specified in sub-paragraphs (i) and (j) of Section 1 of this Article II for any reason whatsoever.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family who reside permanently with him, his tenants, or *contract* purchasers who reside on the Property and guests, all subject to such reasonable rules and regulations as the Board of Directors of the Association may adopt and uniformly apply and enforce.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. The Members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Members with the exception of Declarant and its nominee or nominees, if any. Class A Members shall be entitled to one vote for each Lot owned. When more than one person or entity holds an interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

Class B. The Class B Member(s) shall be the Declarant and its nominee or nominees, if any. The Class B Member(s) shall be entitled to three (3) votes for each Lot owned except as restricted under Section 2 hereof. When the total votes

BOOK 1051 PAGE 0084

outstanding in the Class A membership equal the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership. Notwithstanding the foregoing, on November 1, 2017, all Class B memberships shall cease and be converted into Class A memberships.

Section 2. Voting Rights. Each Member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the Members shall be by class of membership, and shall be as follows, to-wit:

(a) Class A Members. Each person, other than persons herein defined as "Declarant", who is or who hereafter becomes the Owner of a Lot shall be a Class A Member of the Association. Class A Members shall be entitled to one vote for each Lot owned.

(b) Class B Members. Each of the persons herein defined as "Declarant," and the nominee or nominees, if any, of each such person, shall be Class B Members of the Association. Class B Members shall be entitled to three votes for each Lot owned.

Section 3. Memberships Appurtenant to Real Property. In every case, the membership of both Class A and Class B Members shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

Section 4. Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate, and if after any such termination of the Declarant or its nominee or nominees, if any, by annexation to the Property in accordance with the Declaration, should add additional property to the Property theretofore subject to the Declaration, then on each such occasion the status of the Declarant(s) as Class B Members shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property has been equalized. At such time, the Class B membership resulting from such addition shall cease and be converted to Class A memberships. Following each such reinstatement of the Class B memberships, and for so long thereafter as the Class B memberships shall continue to exist, the Declarant(s), and the nominee or

BOOK 1051 PAGE 0085

nominees, if any, of the Declarant(s), shall have all rights and powers of Class B membership, as herein prescribed.

Section 5. Other Voting Provisions. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to £he completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

ARTICLE IV
COVENANTS FOR ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Properties, hereby covenants and agrees, and each purchaser of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) annual maintenance assessments or charges for purposes set forth in Article IV, Section 2 and (2) special assessments as set forth in Article IV, Section 4 such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual maintenance and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon each Lot against which each such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the continuing personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety and welfare of the residents of the Properties, and in particular for the supervision, improvement and maintenance of the Common Area; and for paying the cost of labor, equipment (including the expense of leasing any equipment) and materials required for, and management and supervision of the Common Area, including but in no way limited to the following:

(a) the amount of all operating expenses for operating the Common Areas and Common Facilities and furnishing the services furnished to or in connection with the Common

Areas and Common Facilities, including charges by the Association for any services furnished by it; and

(b) the cost of necessary management and administration of the Common Areas and Common Facilities, including fees paid to any managing agents; and

(c) the amount of all taxes and assessments levied against the Common Areas and Common Facilities; and

(d) the cost of fire and extended coverage and liability insurance on the Common Areas and Common Facilities and the cost of such other insurance as the Association may place in force with respect to the Common Areas and Common Facilities; and

(e) the cost of garbage and trash collection to the extent provided by the Association, and of utilities and other services which may be provided by the Association, whether for the Common Areas and Common Facilities or for the Lots, or both; and

(f) the cost of maintaining, replacing, repairing and landscaping the Common Areas and Common Facilities (including, without limitation, the cost of maintaining, replacing and repairing the sidewalks, streets, other than those accepted by Forrest County, Mississippi for maintenance, and open areas in the Property, and the cost of such equipment as the Board of Directors shall determine to be necessary and proper in connection therewith; and

(g) the cost of funding all reserves established by the Association, including, when appropriate, a general operating reserve and a reserve for replacement.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Thirty Eight and 00/100, dollars ($38.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of two-thirds (2/3rds) of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose.

BOOK 1051 PAGE 0087

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum assessment permitted under the provision of Section 3(a) of this Article IV.

Section 4. Special Assessments.

(a) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose

(b) Special Assessments for Willful or Negligent Acts. Upon an affirmative vote of two-thirds (2/3) of each class of Members in interest, the Association may levy special assessments against individual Lot Owners, for reimbursement for repairs occasioned by the willful or negligent acts of the Lot Owners and not ordinary wear and tear.

(c) Special Assessments for Fire Protection and Work Performed by Declarant, its Nominee or Nominees, if any, or the Association. The Association is hereby authorized to assess each Lot upon which a dwelling has been placed or constructed with an amount equal to the per lot charge made by the City of Hattiesburg and/or Forrest County for backup fire protection pursuant to an agreement by and between the Association and the City of Hattiesburg and/or Forrest County now in force and as may be hereafter amended.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

BOOK 1051 PAGE 0088

Section 6. Uniform Rate of Annual and Special Assessments. Both annual and special capital assessments must be fixed at a uniform rate for all Lots payable as set forth in Section 4 above. Unless two-thirds (2/3) of each class of Members and their respective first mortgagees (and if their interest be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veterans Administration) have given prior written approval, the Board of Directors of the Association shall not change the pro rata interest or obligations of any Lot (or owner thereof) for the purposes of levying annual and special capital assessments and charges. The Association may add to the assessments to an individual Lot Owner such additional maintenance expense as may be required to care for such Owner's yard to the extent the extra expense is due to special or extraordinary landscaping beyond that which is normal among the other owners.

Section 7. Date of Commencement of Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots, except Lots owned by Developers or Declarant, on the first day of the month following the conveyance of the Common Area. Assessments on Lots owned by Developers or Declarant shall commence as provided in Section 16 hereof. The first annual assessment shall be prorated according to the number of months remaining in the calendar year. The due dates shall be established by the Board of Directors.

Section 8. Duties of the Board of Directors with Respect to Assessments.

(a) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association.

(b) Written notice of the assessment shall thereupon be delivered or mailed to every owner subject thereto.

(c) The Board of Directors shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Said certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid. A reasonable charge may be made by the Board for the issuance of such certificates.

Section 9. Effect of Non-Payment of Assessment: The Personal. Obligation of the Owner;

BOOK 1051 PAGE 0089

the Lien; Remedies of Association.

(a) If any assessment or any part thereof is not paid on the date(s) when due, then the unpaid amount of such assessment shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Lot of the non-paying Owner, which lien shall be binding upon such Lot and the Owner thereof, his heirs, executors, devisees, personal representatives and assigns. The Association shall have the right to reject partial payments of an assessment and demand the full payment thereof. The obligation of the then existing Owner to pay such assessment, however, shall remain his personal obligation and shall not be extinguished by transfer of title. The lien for unpaid assessments shall be unaffected by any sale or assignment of a Lot and shall continue in full force and effect. No Owner may waive or otherwise escape liability for the assessment provided herein by abandonment of his Lot.

(b) The Association shall give written notification to the holder(s) of the mortgage on the Lot of the non-paying Owner of such Owner's default in paying any assessment when such default has not been cured within sixty (60) days, if such mortgagee has requested same, pursuant to Article XIV, Section 7 of this Declaration.

(c) If any assessment or part thereof is not paid within forty (40) days after the delinquency date, the unpaid amount of such assessment shall bear interest from the date of delinquency at the maximum interest rate per annum which can be charged to individuals and the Association may, at its election, bring an action at law against the owner personally obligated to pay the same in order to enforce payment and/or to foreclose the lien against the Property subject thereof after giving Notice to the holder of any Recorded First Mortgage as set out in Article XIV, Section 7. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the court, together with the costs of the action and/or all costs of foreclosure, including a reasonable attorney's fee.

Section 10. Reserves for Replacements. The Association shall establish and maintain a reserve fund for replacements of the Common Areas and Common Facilities, and shall allocate and pay to such reserve fund whatever amount may be designated from time to time by the Board of Directors. Amounts paid into such fund shall be conclusively deemed to be a common expense of the

BOOK 1051 PAGE 0090

Association, and all such amounts may be deposited in any banking institution, the accounts of which are guaranteed by the FDIC, or, in the discretion of the Board of Directors, may be invested in obligations of, or obligations fully guaranteed as to principal by, the United States of America. The reserve for replacements is for the purpose of providing funds for the replacement of the Common Areas and Common Facilities, for major repairs to any sidewalks, parking areas, boat ramps, clubhouse, streets or roadways and dams on the Common Area, for equipment replacement, and for startup expenses and operating contingencies of a non-recurring nature relating to the Common Areas and Common Facilities. The Association may establish such other reserves for such other purposes as the Board of Directors may from time to time consider to be necessary or appropriate. The proportional interest of each Member in any such reserves shall be considered an appurtenance to his Lot, and shall not be withdrawn, assigned or transferred separately from or otherwise than as an appurtenance to the Lot to which it appertains, and shall be deemed to be transferred with such Lot.

Section 11. Subordination of the Lien to Mortgages. The lien of the assessments provided herein shall be subordinate to the lien of any Recorded First Mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 12. Exempt Property. The following Property subject to this Declaration shall be exempt from the assessments, charge and lien created herein:

(a) All properties dedicated and accepted by the local public authority and devoted to public use.

(b) All areas unplatted or reserved by the Declaration on the recorded plat of the Property.

(c) The Common Area and Community Facilities.

(d) Easement to access Timberton Drive.

Section 13. Dwelling and Lawn Maintenance. Generally, this Declaration does not contemplate that the Association shall have any responsibility for the maintenance or repair of any Dwelling or its appurtenances or for the maintenance and care of lawn, garden and landscaped areas on any Lot, and the Association shall have the responsibility and duty only for the maintenance,

BOOK 1051 PAGE 0091

repair and care of the Common Area and Common Facilities. However, the Association may provide the exterior maintenance and repair of Dwellings and their appurtenances and/or the maintenance and care of lawn, garden and landscaped areas of certain Lots pursuant to (i) a determination by the Board of Directors either on its own recommendation or initiative or the recommendation or request of Owners of certain Lots, or (ii) the provisions of a Supplement which annexes all or a portion of the Additional Property to the Property and provides that the Association shall perform such maintenance, repair and care in or on a specified portion of the annexed Additional Property. The cost of such maintenance, repair and care shall be included in the annual maintenance Assessments of such Lots and a charge and a lien upon each such Lot and the Owners of such Lots. In no event shall the Association maintain and care for lawn, garden and landscaped areas in or on any enclosed portion of any Lot which is intended for use only by the occupants of the Dwelling of such Lot.

Section 14. Equitable Adjustments. If a Supplement is filed for record which annexes any portion of the Additional Property to the Property and specifies that a greater or lesser level of use, benefit or enjoyment of the Common Area or Common Facilities or of services shall be available or provided by the Association with respect to any portion of the annexed Additional Property, then the Supplement may provide a different method or basis for the establishment, determination and calculation of the annual maintenance or Special Assessments under Section 3, Section 4 or Section 13 with respect to such annexed Additional Property. In such event, the Association shall have the authority and the duty to make equitable adjustments in and to the procedures described in this Article IV for the establishment, determination and calculation of the annual maintenance and Special Assessments to reflect any such different level of use, benefit and enjoyment of the Common Area or Common Facilities or services available or provided by the Association.

Section 15. Assessments are Not Dues. No portion of the annual maintenance and Special Assessments provided in or permitted by this Article IV are intended to be, or shall be construed to be, dues for membership in the Association.

Section 16. Assessment of Developers and Builders. Any Lot owned by a Developer or Builder shall not be subject to Assessment by the association until sixty (60) days after completion of construction of any Dwelling on such Lot or, if earlier, one hundred eighty (180) days after the date a deed for such Lot is delivered to the Developer or Builder. Any annual maintenance and/or Special Assessment upon any Lot owned by a Developer or Builder shall be twenty-five (25%) of the Assessment against each similar Lot not owned by a Developer or Builder. Notwithstanding

BOOK 1051 PAGE 0092

anything herein to the contrary, Declarant and it designee(s) shall have the option, in its or their sole discretion, to (i) pay Assessments on the Lots owned by it or them, (ii) pay reduced Assessments only on certain designated Lots (e.g., vacant Lots or those under construction) or (iii) not pay Assessments on any Lots owned by Declarant or its designee(s).

ARTICLE V

GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

Section 1. Powers and Duties. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by the By-Laws, as same may be amended from time to time, may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) to provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(b) to provide for the establishment, assessment, collection, use and expenditure of assessments and carrying charges from the Members, and for the filing and enforcement manner consistent with law and the provisions of the By-Laws and this Declaration; and

(c) to provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide services on the project in a manner consistent with law and the provisions of the By-Laws and this Declaration; and

(d) to provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the Common Areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the Common Areas and community

BOOK 1051 PAGE 0093

facilities by the Members and others, all of which rules, regulations, restrictions and requirements shall be consistent with law and with the provisions of the By-Laws and this Declaration; and

(e) to authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the then current fiscal year; and

(f) to purchase insurance upon the Common Areas and community facilities in the manner provided for in the By-Laws and this Declaration; and

(g) to repair, restore or reconstruct all or any part of the Common Areas and community facilities after any casualty loss in a manner consistent with law and the provisions of the By-Laws and this Declaration, and to otherwise improve the Common Areas and community facilities; and

(h) to lease and to grant licenses, easements, rights-of-way, and other rights of use in all or any part of the Common Areas and community facilities; and

(i) to purchase Lots and to lease, mortgage or convey the same, subject to the provisions of the By-Laws and this Declaration; and

(j) to employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent") at a rate of compensation established by the Board of Directors to perform such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods.

ARTICLE VI
INSURANCE

Section 1. Association Insurance.

BOOK 1051 PAGE 0094

(a) The Association shall obtain fire and extended coverage and comprehensive public liability insurance in such limits, form and companies, as the Board shall deem advisable to adequately insure the Common Areas and community facilities and protect the Owners from and against liability in connection with the Common Area and community facilities.

(b) All costs, charges and premiums for all insurance authorized by the Board as provided herein shall be a common expense of all Owners and a part of the assessment.

Section 2. Owners' Insurance

(a) Each Owner shall keep his residence insured at all times for its full replacement value against losses due to fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, and smoke, and any other hazards that may be covered under standard extended coverage provisions, and shall furnish the Association proof of such coverage. In every case of a loss due to any of these hazards in which the improvements have not been totally destroyed or completely destroyed, Owner shall promptly repair the improvements. If the improvements have been totally or completely destroyed, Owner shall promptly clean the Lot to a condition acceptable to the Declarant or Architectural Review Committee. Thereafter, Owner may rebuild by following the procedures established by Article VIII hereof. In the event the Owner fails to repair the damage or clean the Lot, the Board of Directors, after thirty (30) days written notice may clear the lot and levy a special assessment against the Lot for all costs incurred in cleaning said Lot. Repair or reconstruction of the improvements as used here shall mean restoring the improvements to substantially the same condition which existed prior to the damage.

(b) Each Owner's fire insurance policy shall contain a waiver of subrogation clause; and each Owner shall furnish the Association with a copy of his policy. Each Owner does, by his acceptance of a deed, irrevocably constitute and appoint the Association his true and lawful attorney in his name, place, and stead for the purpose of accomplishing the repair or reconstruction of the improvements in the event the Owner fails or refuses to carry out any of the provisions contained herein. If insurance proceeds are insufficient to cover the cost of reconstruction, then the Association may pay the excess and the cost thereof shall become a part of the assessment to which said Lot is subject.

BOOK 1051 PAGE 0095

(c) Each Owner shall be-responsible at his own expense and cost for his own personal insurance on the contents of his own residence, carport or parking space, including decorations, furnishings and personal property therein, and his personal property stored elsewhere on the properties; and for his personal liability not covered by liability insurance for all Owners obtained as a part of the common expense.

ARTICLE VII
AD VALOREM PROPERTY TAXES

Each Owner shall be responsible for and promptly pay ad valorem taxes on his Lot. The Association shall pay the ad valorem taxes on the Common Area and Common Facilities.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL REVIEW

(a) Building guideline sheet showing minimum requirements is available from Architectural Review Committee and must be followed during the submittal and construction process. (See Exhibit D, attached)

(b) No building, fence, wall or other structure shall be commenced, erected, placed, altered or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the proposed plans and specifications showing the nature, kind, shape, height, materials, exterior color or finish, (plot plan showing the proposed location of such building or structure, drives and parking areas), landscape plan, and construction schedule shall have been submitted to and approved in writing by the Declarant or at Delarants discretion an Architectural Review Committee, composed of three (3) or more representatives appointed by the Declarant. No alteration in the exterior appearance of any building or structure shall be made without like approval from the Declarant or Architectural Review Committee. No propane gas storage tank or related equipment or fixtures may be installed upon any Lot without like approval.

(c) Two (2) copies of all plans and related data shall be furnished the Declarant or Architectural Review Committee. One copy shall be retained by the Declarant or

BOOK 1051 PAGE 0096

committee and the other copy shall be retained by the Property Owner or Builder marked "Approved" or "Disapproved". Approval shall be dated and shall not be effective for construction commenced more than six (6) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event the Declarant, or his designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted, approval will not be required and this Article will be deemed to have been fully complied with.

(d) No approval of plans and specifications, and no publication or architectural standards bulletins shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence will be built in a good, workmanlike manner. The Declarant or Committee may require payment of a cash fee, as established from time to time by the Declarant or Committee, to partially compensate for the expense of reviewing plans or related data, at the time they are submitted for review. This paragraph shall not apply to any Property utilized by a governmental agency or institution.

(e) Refusal of approval of plans, specification, or location may be based by the Declarant or Architectural Review Committee upon any ground, including purely aesthetic considerations, so long as they are not arbitrary and capricious. Neither the Declarant or the Architectural Review Committee shall be liable to a Property Owner or to any other person on account of any claim, liability or expense suffered or incurred by or threatened against a Property owner or such other person arising out of or in any way relating to the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals which must be obtained from the Declarant or Architectural Review Committee or public authorities whether given, granted or withheld.

Section 2. Building Sizes and Locations.

(a) The living area of the main house or residential structure constructed as a one-story residence on any Lot, exclusive of porches and garages, shall be not less than 1600 square feet. In the case of any residence of more than one-story, the requirements as to living area shall be at least 2200 square feet for both stories with not less than

BOOK 1051 PAGE 0097

1600 square feet on the ground level.

(b) No residential building shall be erected on any Lot nearer than thirty-five feet (35') from the front lot line, ten feet (10') on side lot lines, as indicated on the plat.

(c) For some Lots in Vintage Springs it may be impossible or inadvisable to enforce the above stated set-back requirements due to the natural terrain, lot configurations and/or proximity of adjacent structures. Therefore, notwithstanding anything else herein to the contrary, the Declarant or Architectural Review Committee may approve specific deviations to said setback requirements which it believes to be beneficial to a specific homesite or to adjacent home sites, subject to variances being in compliance with governmental rules regarding setbacks.

Section 3. Topography and Vegetation. The topography and vegetation characteristics of the Property shall not be altered by removal, reduction, cutting, excavation, filling or any other means without the prior written approval of the Declarant or Architectural Review Committee. Written approval may, but need not, be granted hereunder until a plan designed to protect the Property from pollution resulting from erosion, pesticides or the seepage of fertilizer or other materials has been submitted to and accepted by the Declarant or Architectural Review Committee. Written approval will be granted for the minimum amount of earth movement and vegetation reduction required in plans and specifications approved pursuant to the provisions of the Declaration.

Section 4. Tree Removal. No trees, bushes, shrubs or underbrush of any kind may be removed without the written approval of the Declarant or Architectural Review Committee, especially on lots adjacent to Bonhomie Road as they provide a natural buffer to the property.

Section 5. Rules and Regulations, etc. The Declarant or Architect Review Committee may from time to time adopt and promulgate such rules and regulations regarding the form and content of plans and specifications to be submitted to it for approval, and may publish and record such statements of policy, standards, guidelines, and may establish such criteria relative to architect styles or details, colors, setbacks, materials or other matters relative to architectural review and the protection of the environment, as it may consider necessary or appropriate. No such rules, regulations, statements, criteria or the like shall be construed as a waiver of the provisions of this Article or any other provision or requirement of this Declaration. The decisions of the Declarant or Architectural Review Committee shall be final except that any member who is aggrieved by any action or forbearance from action by the Declarant or Committee (or any policy, standard or guideline established by the Committee) may appeal the decision of the Declarant or Architectural

BOOK 1051 PAGE 0098

Review Committee to the Board of Directors, and upon written request, such members shall be entitled to a hearing before the Board of Directors.

Section 6. Environmental Hazards.

(a) To secure the natural beauty of the Property, the Declarant may promulgate and amend from time to time rules and regulations which will govern activities which may, in its judgment, be environmental hazards such as the application of fertilizers and pesticides or other chemicals. Failure of any Property Owner or tenant of Property in Vintage Springs to comply with the requirements of such rules and regulations shall constitute a breach of this Declaration.

(b) The Declarant hereby reserves unto itself, its successors in title and assigns and agents a perpetual and releasable right on, over and under all property in Vintage Springs for the purpose of taking any action necessary to effect compliance with such environmental rules and regulations. The cost of such action by the Declarant shall be paid by the respective property owner(s) of the property upon which the work is performed.

Section 7. Further Sitting Authority. To prevent excessive "run" or drainage from any Lots, the Declarant reserves the right to establish a maximum percentage of Property which may be covered by a building, patio, driveway or other structures. In the establishment of such maximum percentage, the Declarant and the Architectural Review Committee shall consider topography, percolation rate of the soil, soil types and conditions, vegetation cover and other relevant environmental factors. Neither this or any other right reserved herein by the Declarant or the Architectural Review Committee shall be construed however, to be an obligation of either the Declarant or the Association to take any action.

ARTICLE IX
GREEN SPACE AREAS

Section 1. Intent. It is the intention of the Declarant that the natural, scenic and recreational resources, soils, wildlife, game and migratory birds currently in evidence at Vintage Springs be maintained and enhanced by designation of certain areas of the Common Area herein as "green space" and on plats filed by the Declarant for record with the Chancery Clerk of Forrest County,

BOOK 1051 PAGE 0099

Mississippi. It is with the aforementioned that green space is further defined and policies relating thereto elaborated in this article and elsewhere throughout this Declaration.

Section 2. Wildlife. Pursuant to the aforesaid overall objectives of wildlife conservation, no hunting or trapping shall be permitted on any portion of the property at any time except *for* undesirable wildlife as authorized and approved by rules and regulations promulgated by the Association from time to time. The Declarant, its successors in title and assigns and/or the Association expressly reserves the right to erect wildlife feeding stations, to make access trails or paths or boardwalks through green space, and Common Area for the purpose of permitted observation and study of wildlife, hiking and riding, to erect small signs throughout the green space designating points of interest and attraction, and to take such other steps as reasonably necessary and proper to further the community use and enjoyment of the green spaces. The Declarant, its successors in title and assigns, and/or the Association, shall have the right, but shall not be obligated, to protect from erosion all green space on by planting trees, plants, and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Declarant and/or the Association, respectively. The right is likewise reserved to the Declarant and to the Association to take steps necessary to provide and insure adequate drainage ways in the green space, Common Area remove diseased, dead or dangerous trees and carry out other similar activities, the cost of which services to be paid by assessment of the Association in accordance with Article IV of this Declaration.

Section 3. Other Regulations. The use of the Common Areas, Common Facilities, green areas by the property owners, their guests, invitees, and employees, shall be governed by the applicable rules, regulations and policies as from time to time promulgated by the Association. The Declarant and/or the Association shall not be liable for any matter or claim of any nature whatsoever arising directly or indirectly from the exercise of the right and authority thereby reserved.

ARTICLE X
EASEMENTS

Section 1. Utility Easements. Easements for installation, maintenance, repair and removal of utilities and drainage facilities and floodway easements over, under and across the Property are reserved by Declarant for itself, its successors and assigns and each Owner. Full rights of ingress and egress shall be had by Declarant and its successors and assigns and each Owner at all times over the

BOOK 1051 PAGE 0100

Property for the installation, operation, maintenance, repair or removal of any utility together with the right to remove any obstruction that may be placed in such easement that would constitute interference with the use of such easement, or with the use, maintenance, operation or installation of such utility. Such rights shall include right of entry into any Lot. Perpetual, alienable and releasable easements for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage and other public conveniences and other utilities in said Common Areas. These reservations and rights expressly include the right to cut any trees, bushes, or shrubbery, rights to make any grading of the soil, or take any other similar action reasonably necessary to provide economical and safe utility installment and to maintain reasonable standards of health, safety and appearance.

Section 2. Ingress and Egress by the Association. Full rights of ingress and egress shall be had by the Association at all times over and upon each Lot for the maintenance and repair of each Lot in accordance with the provisions hereof, and for the carrying out by the Association of its functions, duties and obligations hereunder; provided, that any such entry by the Association upon any Lot shall be made with as little inconvenience to the Owner as practical, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

Section 3. Common Drive or Driveway and Walkway Easements. Declarant hereby creates for the Owners of all Lots, a perpetual non-exclusive easement for ingress and egress over and across the drive common to or used by owners of said Lots as shown on the plat of subdivision of Vintage Springs.

Section 4. Easement. Declarant entered into an agreement with Professional Golf Services, LLC creating, subject to the agreements terms and conditions, for the owners of all Lots who are also members of Timberton Gulf Club, a non-exclusive easement for ingress and egress over and across an easement to access Timberton Drive from Vintage Spring development. (See attached Exhibit "C")

ARTICLE XI
USE RESTRICTIONS

THE PROPERTY SHALL BE SUBJECT TO THE FOLLOWING USE RESTRICTIONS:

Section 1. Use of Lots and Dwelling. Except as permitted by Section 9 hereof, each Lot and dwelling shall be used for residential purposes only, and no trade and business of any kind may be

BOOK 1051 PAGE 0101

carried on therein. The use of a portion of a dwelling as an office by the Declarant or his tenant shall not be considered to be a violation of this covenant if such use does not create regular customer, client, or employee traffic, provided that in no event shall any Lot or dwelling be used as a storage area for any building contractor or real estate developer. Lease or rental of a dwelling for residential purposes shall not be considered to be a violation of this covenant so long as the lease (i) is for not less than the entire dwelling and all the improvements thereon, (ii) is for a term for at least twelve (12) months, and (iii) is otherwise in compliance with the rules and regulations as may be promulgated and published from time to time by the Board of Directors. All leases shall be required to be in writing, and prior to commencement of any such lease, the Property Owner shall provide the Association and the managing agent of the Association, if any, with copies of such lease. Any lessee or tenant shall in all respects be subject to the terms and conditions of this Declaration and the rules and regulations adopted hereunder. Notwithstanding any provisions in this Section 1 to the contrary, Declarant, its successors or assigns, If the right is so transferred by the Declarant, shall have the perpetual right to designate in writing to the Association from time to time dwellings in the development which may be leased for such period of time as the Declarant shall determine, including daily and weekly rentals, and for these dwellings, Declarant shall not be required to supply copies of the leases therefore to the Association.

Section 2. Exterior Appearances.

(a) Except for maintenance areas within the Common Areas and those fences erected by Declarant or the Association, no chain-link fences shall be permitted within the development unless approved by the Declarant or Architect Review Committee. Any unenclosed garages must be adequately screened from street views. Further, no foil or other reflective materials, sun screens, or other reflective materials shall be permitted. When not in use, all garage doors shall be kept closed. No projections of any type, with the exception of satellite dishes, shall be placed or permitted above the roof of any improvement except approved chimneys or vents or other objects as may be approved by the Declarant.

(b) Each Property Owner shall provide a screened area to serve as a service yard and an area in which garbage receptacles, fuel tanks or similar storage receptacles, electric and gas meters, air conditioning equipment, clotheslines, and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. Plans for such screened area delineating the size, design, texture, appearance and location must be approved by the Declarant or Architectural Review

BOOK 1051 PAGE 0102

Committee prior to construction. Garbage receptacles and fuel tanks may be located outside of such screened areas only if located underground.

Section 3. Signs. Except as may be required by legal proceedings, no signs, advertising or ornaments of any kind shall be maintained or permitted within any windows, on the exterior of any windows located within the development or elsewhere or any portion of the property by anyone, including, but not limited to, the Property Owner, a realtor, contractor, or sub-contractor, without the express written permission of the Declarant or Architectural Review committee. The approval of any signs and posters, without limitation, name and address signs, shall be upon such conditions as may be from time to time determined by the Declarant or Architectural Review Committee and may be arbitrarily withheld. If any such sign or advertising device is approved, it shall only contain one name and/or one number plate, not exceeding 120 square inches and if for sale purposes such sign shall not exceed six square feet in area and shall be subject to the right of the Declarant or Architectural Review Committee to restrict color and content. Notwithstanding the foregoing, the restrictions of this Section 3 shall not apply to Declarant, his agents or assigns, so long as Declarant shall own any of the Lots. In addition, the Board of Directors, on behalf of the Association, shall have the right to erect reasonable and appropriate signs on any portion of the Common Area and within those easement areas established under the Declaration.

Section 4. Other Buildings and Vehicles. No tent, trailer, barn or other similar outbuilding or structure shall be placed on any Lot or on any other area at any time, either temporarily or permanently without prior approval of the Declarant or Architectural Review Committee. No mobile home shall be placed on any lot or any other area at any time, either temporarily or permanently. Each owner shall provide for parking for at least two automobiles per owner for each dwellings owned or maintained by such owner. All automobiles owned or used by owners or occupancies other than temporary guests and visitors, shall, as far as possible, be parked in enclosures which screen the automobile from street view. No boats or cars shall be kept on the street and, as far as possible, be parked in enclosures which screen the boat from street view. The Board of Directors shall have authority to promulgate rules and regulations to govern or prohibit the outside storage or parking upon any Lot, dwelling or within any portion of the Common Areas, (other than areas provided therefore within the Common Areas, if any) of motor homes, tractors, trucks, (other than pickup trucks) commercial vehicles of any type, campers, motorized campers or trailers, boats or other water craft, boat trailers, motorcycles, motorized bicycles, motorized go-carts, or any other related forms of transportation devices. Furthermore, although not expressly prohibited hereby, the Board of Directors may at any time prohibit motor homes, campers, trailers of any kind, motorcycles, motorized

BOOK 1051 PAGE 0103

bicycles, motorized go-carts and other similar vehicles, or any of them from being kept, placed, stored, maintained, or operated upon any portion of the Property. No owners or other occupants of any portion of the Property shall repair or restore any vehicle of any kind upon or within any Lot, dwelling, or within any portion of the Common Areas, except (i) within enclosed garages or workshops or (ii) for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Declarant hereby reserves the right (without any obligation to do so) to designate within the additional Property a parking area for boat trailers, motor homes or similar vehicle.

Section 5. Unsightly Conditions and Nuisances. It shall be the responsibility of each Property Owner and tenants thereof to prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on the Property which shall tend to substantially decrease the beauty of the community as a whole or as a specific area. No rubbish or debris of any kind shall be dumped, placed or permitted to accumulate upon any portion of the Property. Nor shall any nuisance or odors be permitted to operate upon or arise from the Property, so as to render any portion thereof unsanitary, unsightly, offensive or detrimental to persons using or occupying any other portions of the Property. Nocuous or offensive activities shall not be carried on in any Lot dwelling or any part of the Common Areas, and each owner, his family, tenants, invitees, guests, servants and agents shall refrain from any act or use of a Lot, dwelling or the Common Areas which would cause disorderly, unsightly or unkempt conditions or which would cause embarrassment, discomfort, annoyance or nuisance to the Occupants of other portions of the Property or which would result in a cancellation of any insurance from any portion of the Property or which would be in violation of any law, governmental code or regulation. Without limiting the generality of the foregoing conditions, no exterior speakers, horns, whistles, bells, or other sound devices except security and fire alarm devices used exclusively for such purposes shall be located, used, or placed within the Property. Any owner, or his family, tenants, guests, invitees, servants, or agents, who dumps or places any trash or debris upon any portion of the Property shall be liable to the Association for the actual costs or removal thereof or the sum of $150.00, whichever is greater, and any sum shall be added to and become a part of that portion of the assessment next becoming due to which the owner and his Lot are subject.

Section 6. Antennae. No television antennae, radio receiver or similar device shall be attached to or installed on any portion of the Property, unless contained entirely within the interior of a building or other structure, nor shall radio or television signals nor any other form of electromagnetic radiation be permitted to originate from any Lot which may unreasonably interfere with reception or other signals within the Property; provided however, that Declarant and the

Association shall not be prohibited from installing equipment necessary for master antennae, security cable television, mobile radio, or other similar systems within the Property and should cable television services be unavailable, and adequate television reception not be otherwise available, then an owner may make written application to the Declarant or Architectural Review Committee for permission to install a television antennae.

Section 7. Lights. The design and location of landscape lighting fixtures shall be subject to the approval of the Declarant or Architectural Review Committee. Neither these or any other illumination devices, including but not limited to Christmas ornaments, located anywhere on the structure or grounds of any Lot shall be located, directed or of such intensity to affect adversely the nighttime environment of any adjoining Property.

Section 8. Pets. No animals, livestock or poultry of any kind, shall be raised, bred, kept, staked or pastured on any Lot, or in the Common Area, except dogs, cats, birds or other household pets which shall be kept and maintained in accordance with the rules and regulations adopted from time to time by the Board of Directors.

Section 9. Sales and Construction Activities. Notwithstanding any provisions or restrictions contained in this Declaration to the contrary, it shall be expressly permissible for Declarant and his agents, employees, heirs and assigns to maintain and carry on such facilities and activities as may be reasonably required, convenient or incidental to the completion, improvement, and sale of Lots and/or dwellings or the development of Lots, dwellings, Common Areas and the additional Property, including, without limitation, the installation and operation of sales and construction trailers, offices, and dwellings as may be approved by the Declarant from time to time, provided that the location of any construction trailers of any assignees of Declarants rights under this Section 9 shall be subject to Declarants approval. The right to maintain and carry on such facilities shall contain specifically the right to use dwellings as model residences, and to use any dwellings as office for the sale of Lots and/or dwellings, and for related activities.

Section 10. Time Sharing. No Lots or dwellings shall be sold under any time sharing, time interval, or assume of right-to-use programs.

Section 11. Trespass. Whenever the Association and/or the Declarant is permitted by the Declaration to repair, clean, preserve, clear out or do any action on any part of the Property, entering any Lot or any portion of the Property and taking such action shall not be deemed a trespass.

BOOK 1051 PAGE 0105

Section 12. Subdivided. No Lot shall be subdivided or its boundary lines changed, except with the written consent of the Board of Directors and the Declarant so long as Declarant owns any Lots subject to the Declaration however, the Declarant hereby expressly reserves unto himself, his heirs, or assigns the right to replat any Lot or such Lots owned by him, shown on the plat of any subdivision within Vintage Springs and to take such other steps as are reasonably necessary to make such replatted Lot suitable and fit as a building site including, but not limited to, the relocation of easements, walkways, rights of ways and other amenities to conform to the new boundaries of said replatted Lots. The provisions of this Section 12 shall not prohibit the combining of two or more contiguous Lots into one larger Lot or making two Lots out of three or more contiguous Lots, provided that each of the resulting Lots are larger and contain a minimum Lot frontage equal to or greater than their original frontage on the Lot having the least frontage before combining said Lots or portions thereof. Only the exterior boundary lines of the resulting larger lot(s) shall be considered in the interpretation of these covenants. Dues and Assessments will be charged for each lot unless the house is constructed within the original boundaries of the combined lots.

Section 13. Certain Construction Rights. The Declarant expressly reserves to himself, his heirs, and assigns and any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, or expanse across any natural or man made canals, creeks or lagoons on the Property. Nothing in this section shall be construed as placing an affirmative obligation to the Declarant to provide or construct any such improvement.

Section 14. Certain Controls.

(a) To implement effective insect, reptile, and fire ant control, and vegetation and trash control, the Declarant or the Association, and their successors in title and assigns and agents, have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan has been implemented for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, removing trash or dispensing pesticides on all such property which in the opinion of the Declarant or the Architectural Control Committee distracts from the overall beauty, setting and safety of the Property. The cost of this vegetation and trash control shall be kept as low as reasonably possible and shall be paid by the respective Property Owner. Such entry shall not be made until thirty (30) days after such Property Owner has been notified in writing for the need of such work

BOOK 1051 PAGE 0106

and unless such Property Owner fails to perform the work within said thirty (30) day period.

(b) The provisions of this section shall not be construed as an obligation on the part of the Declarant or the Association to mow, clear, cut or prune any property, to provide garbage or trash removal services to perform any grading or landscaping work, construct or maintain erosion prevention devices, or to provide water pollution control on any privately owned property.

(c) Entrance upon Property pursuant to the provisions of this section shall not be deemed trespass. The rights reserved unto the Declarant and the Association in this section shall not be unreasonably employed and shall be used only where necessary to effect the stated intents and purpose of this Declaration.

Section 15. Water Wells and Septic Tanks. No water wells or septic tanks shall be permitted on any Lot.

Section 16. Compliance.

(a) In the event of a violation or a breach of any other restrictions contained in this Declaration by any Property Owner, or agent of such Property Owner, other property owners, or in any event, jointly or severally shall have the right to proceed at law or in equity to compel a compliance to the terms hereof or to prevent the violation or breach in any event. In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated to proceed at law or in equity to compel a compliance to the term hereof or to prevent the violation of any breach in any event.

(b) In addition to the foregoing, the Declarant and/or the Association severally shall have the right, but shall not be obligated, whenever there shall have been built at any place on the Property any structure which is in violation of these restrictions, to enter upon the Property upon which such violation exists and similarly abate or remove the same

at the expense of the Property Owner if, after thirty days written notice of such violation, it shall not have been corrected by the Property Owner. Any person entitled to file a legal action for the violation of these covenants shall be entitled to recover reasonable attorney fees as a part of such action. Any such entry and abatement or removal shall not be deemed a trespass.

BOOK 1051 PAGE 0107

(c) The failure to enforce any rights, reservations, or restrictions contained in this Declaration, however long continued shall not be deemed a waiver of this right to do so hereafter as to the same breach, or as to a breach occurring prior to or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restrictions of this Declaration shall in no way affect any of the other restrictions, but they shall remain in full force and effect.

ARTICLE XII
RULE MAKING

Section 1. Rules and Regulations.

(a) Subject to the provisions hereof, the Board of Directors may establish reasonable rules and regulations concerning the use of Lots, dwellings and the Common Areas and facilities located thereon. Particularly and without limitation, the Board of Directors may promulgate from time to time rules and regulations which will govern activities which may, in the judgment of the Board of Directors, be environmentally hazardous, such as the application or fertilizers and pesticides and other chemicals.

(b) Subject to the terms and provisions of this Declaration the Board of Directors may establish rules and regulations, fees and charges from time to time pertaining to use of the recreational area and amenities as are now and hereinafter located in the Common Areas.

ARTICLE XIII
PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The Property. The Property is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration.

Section 2. Phase Development. The Declarant hereby expressly reserves the option and right to add subject additional lands to this Declaration, pursuant to and subject to the following provisions:

(a) The consent of the Owners shall not be required for the annexation of future phases,

BOOK 1051 PAGE 0108

and the Declarant may proceed with such annexation at his sole option and determination;

(b) Declarant's option to annex future phases shall expire twenty-five (25) years after the date of recording this Declaration, if not sooner exercised. Declarant may annex and add to Vintage Springs, subject to this Declaration. All lots, Common area, Common Facilities and Green Space of said future phases, if and when said future phases or a portion thereof is so annexed, shall be in all respects subject to the provisions, restrictions, covenants, terms and conditions of this Declaration, the Charter and By-laws of the Association, and such amendment, restriction, rules and regulations as may be promulgated thereunder. However, the Declarant may at any time prior to the expiration of such period terminate his option to add said phrase(s) by recording in the office of the Chancery Clerk of Forrest County, Mississippi, an executed, notarized document terminating this option and notify each owner of existing lots of the decision not to add additional phases. Notice shall be by U. S. Certified Mail addressed to each owner at the address of his lot or at his last known address.

(c) The Declarant may add future phases at different times in any sequence desired by the Declarant.

(d) In the event that Declarant determines to exercise his option to annex future phases, he shall have the easements as set forth in Article XV in future phases have not been annexed within twenty-five (25) years from the date of recording of this Declaration, all of Declarant's rights to annex future phases, shall terminate.

(e) Declarant hereby reserves the right at any time hereafter, prior to the expiration of twenty-five (25) years from the date of recording hereof, without joinder or consent of any Owner or Mortgagee; to record an amendment(s) to this Declaration executed by Declarant to properly reflect the addition of future phases.

(f) The Declarant may make additional lands subject to this Declaration by filing of record a Supplemental Declaration which shall extend the scheme of the Covenants, Conditions, and Restrictions of such Declaration to such Property or properties; provided, however, that such Supplemental Declaration may contain such complementary additions and modifications of the covenants, conditions, and restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties but which are not generally inconsistent with the concept of this Declaration, provided, however, in no event shall such Supplemental Declaration otherwise modify the covenants established by this Declaration for the existing Properties.

BOOK 1051 PAGE 0109

(g) No other residential Property and *Common* Area *may* be annexed to the properties without the consent of two-thirds (2/3rds) of each class of Members and such consent as required by Section 9 of Article XIV.

(h) Any additions made pursuant to this Section 2, when made, shall automatically extend the jurisdiction, functions, duties and membership of the Association to the properties added and grant to all Owners all Property rights set forth in Article II of this Declaration to all properties now or hereafter annexed.

(i) The covenants, conditions and restrictions of this Declaration shall not affect or apply to any of the real Property described in this Section unless and until such Property or a portion thereof is annexed by this Declaration pursuant to and in compliance with the provisions of this Section 2 of Article XIV. Upon a merger or consolidation of the Association with another Association, as provided in its Articles of Incorporation, its properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated Association or, alternatively, the properties, rights and obligations of another Association may, (by operations of law, be added to the properties, rights and obligations of another association) be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated Association may administer the covenants and restrictions established by this Declaration, together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration except as hereinafter provided.

(j) Each Owner hereby grants a power coupled with an interest to the Declarant, his heirs and assigns to make or consent to the said amendment(s) to the Declaration on behalf of each Owner to add future phases to this Section 2 of Article XIII. Title to each lot is declared and expressly made subject to the terms and conditions hereof, and acceptance by any Grantee of a deed from the Declarant or from any Owner shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint Declarant, his heirs and assigns, as their true and lawful attorney-in-fact for the purpose of dealing with the addition of future phases to the Property as herein provided. As attorney-in-fact, the Declarant shall have full and complete authorization, right and power to make, execute and deliver an amendment to this Declaration or By-laws or any other instrument with respect to the interest of a lot owner which are necessary and appropriate to exercise the powers herein granted;

(k) Each Owner and each Mortgagee, grantee, heir, personal representative, successor

and assign of each lot owner, by such persons or entities acceptance of any deed or mortgage or other interest in or with respect to any lot, shall be deemed to have expressly agreed and consented to (i) each and all of the provisions of this Section 2, (ii) the recording of such amendment to the Declaration and (iii) all of the provisions of each amendment to this Declaration which may hereafter be recorded in accordance with the provisions of this Section 2.

(1) DECLARANT SHALL HAVE NO OBLIGATION TO CONSTRUCT OR ADD FUTURE PHASES TO THE DEVELOPMENT AND DOES NOT WARRANT, REPRESENT OR GUARANTY THAT FUTURE PHASES WILL BE ADDED TO THE DEVELOPMENT. EACH OTHER AGREES, BY ACCEPTANCE OF A DEED TO A UNIT, THAT HE HAS NOT RELIED ON FUTURE PHASES BEING ADDED TO THE DEVELOPMENT IN PURCHASING HIS LOT.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. Duration. The Covenants,. Conditions and Restrictions of this Declaration shall run with and bind the land subject to this Declaration, and shall inure to the benefit of and be enforceable by the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty-five (35) years from the date this Declaration is recorded in the Office of the Chancery Clerk of Forrest County, Hattiesburg, Mississippi, after which time said covenants shall be automatically extended for the successive periods of ten (10) years unless an instrument signed by a majority of the Owners has been recorded in the Deed Records, in said Chancery Clerk's Office agreeing to abolish the said Covenants, Conditions and Restrictions in whole or a substantial portion thereof; provided, however, that no such agreements to abolish shall be effective unless made and recorded one (1) year in advance of the effective date of such abolishment.

Section 2. Amendments. Notwithstanding Section 1 of this Article, the Covenants, Conditions and Restrictions of this Declaration may be amended and/or changed in part with the consent of ninety percent (90%) of the Lot Owners if amended and/or changed during the thirty-five (35) year period of this Declaration, and thereafter said Covenants may be amended or terminated with the consent of at least seventy-five percent (75%) of the Lot Owners, and in each case such amendment shall be evidenced by a document in writing bearing each of their signatures. All

amendments, if any, shall be recorded in the Office of the Chancery Clerk of Forrest County, Mississippi.

Section 3. Enforcement. Enforcement of these Covenants, Conditions and Restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate them, or to recover damages, or to enforce any lien created by these covenants; and failure by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provision which shall remain in full force and effect.

Section 5. Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

Section 6. Notices to Owner. Any notice required to be given to any Owner under the provisions of this Declaration shall be deemed to have been properly delivered when deposited in the United States mails, postage prepaid, addressed to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

Section 7. Notices to Mortgagees. Notwithstanding any provision herein to the contrary, the holder(s) of a Recorded First Mortgage on any Lot is entitled to, and shall receive, written notification from the Association of any default by the respective mortgagor/owner in the performance of such mortgagor's/owner's obligation(s) as established by this Declaration.

Section 8. Consent of Holders of First Deed of Trust and Federal National Mortgage Association/Federal Housing Administration/Veterans Administration. During any period when any Lot in the project is encumbered by a Recorded First Mortgage, the Owners, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of all outstanding Recorded First Mortgages, and if their interests be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veteran's Administration:

(a) Abandon, partition, subdivide, encumber, sell or transfer any of the Common Area provided, however, that the granting of rights of way, easements and the like for

BOOK 1051 PAGE 0112

public utilities or for other purposes consistent with the use of the Common Area by the Owners shall not be considered an encumbrance, sale or transfer within the meaning of this Subsection;.

(b) Abandon or terminate this Declaration; or

(c) Modify or amend any material or substantive provision of this Declaration.

(d) Annex additional properties; or merge or consolidate the Association.

Section 9. Additional Rights of Mortgagees Notice.

(a) The Association shall promptly notify the holder of the Recorded First Mortgage on any Lot as to which any assessment levied pursuant to the Declaration, or any installment thereof, shall become and remain delinquent for a period in excess of sixty (60) days, and the Association shall promptly notify the holder of the Recorded First Mortgage on any Lot as to which there is default by the Owner with respect to performance of any other obligation under this Declaration which remains uncured for a period in excess of sixty (60) days following the date of such default. Any failure to give any such notice shall not affect the validity or priority of any Recorded First Mortgage on any Lot, and the protection extended in this Declaration to the holder of any such mortgage shall not be altered, modified or diminished by reason of such failure. Also, any failure to give any such notice shall not affect the validity of the lien for any assessment levied pursuant to this Declaration, nor shall any such failure affect any of the priorities for liens as specified in Article IV hereof.

(b) No suit or other proceeding may be brought to foreclose the lien for any assessment levied pursuant to this Declaration except after ten (10) days' written notice to the holder of the Recorded First Mortgage encumbering the Lot which is the subject matter of such suit or proceeding.

(c) Any holder of a Recorded First Mortgage on any Lot upon the Property may pay any taxes, utility charges or other charges levied against the Common Area which are in default and which may or have become a charge or lien against any of the Common Area. Any holder of a Recorded First Mortgage who advances any such payment shall be due immediate reimbursement of the amount so advanced from the Owners.

(d) No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for or obligated for any unpaid maintenance fund assessment.

BOOK 1051 PAGE 0113

(e) No amendment to this Declaration shall affect the rights of the holder of any Recorded First Mortgage recorded prior to recordation of such amendment who does not join in the execution thereof.

(f) The holders, insurers or guarantors of any first mortgage on a lot in the property will, upon request, be entitled to: (i) inspect the books and records of the property during normal business hours; (ii) receive an annual audited financial statement of the project within ninety days following the end of any fiscal year of the project; (iii) written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings; and (iv) current copies of this Declaration, the Bylaws of the-Association and all other rules concerning the project.

Section 10. Captions and Gender. The captions contained in this Declaration are for convenience only and are not a part of this Declaration and are not intended in any way to limit or enlarge the terms and provisions of this Declaration. Whenever the context so requires, the male shall include all genders and the singular shall include the plural.

Section 11. Record of Mortgage. Any owner who mortgages his unit shall notify the Association of such fact and shall furnish the Association the name and address of his mortgagee and a copy of his mortgage held by such mortgagee. The mortgagee shall be entitled to notify the Association that such mortgagee holds a mortgage on a lot. The Board of Directors shall maintain such information in a book entitled "Holders of Recorded First Mortgages"

Section 12. Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered forty-eight hours after a copy of the same has been deposited in the United States mail, post pre-paid, addressed to any person at the address given by such person to the Association for the purpose of service of such notice, or to the residence of such person if no address has been given to the Association; provided, however, that notice of meetings need not be mailed by Certified Mail, Return Receipt Requested. Such addresses may be changed from time to time by notice in writing to the Association.

ARTICLE XV
DECLARANT'S RIGHTS AND RESERVATIONS

Section 1. Declarant's Rights and Reservations. No provisions in the Charter, By-laws or

BOOK 1051 PAGE 0114

this Declaration shall limit, and no Owner or the Association shall do anything to interfere with, the right of Declarant to subdivide or resubdivide any portions of the Property, or to complete improvements or refurbishments (if any) to and on the Common Area, Green Space or any portion of the Property owned solely or particularly by Declarant or to alter the foregoing or the construction plans an designs, or to construct such additional improvements or add future phases in the course of development of Vintage Springs, pursuant to Article XIII, Section 2 of this Declaration as Declarant deems advisable in the course of development of the Property. Such right shall include, but shall not be limited to, the right to install and maintain such structures, displays, signs, billboards, flags and sales offices as may be reasonably necessary for the conduct of his business for completing the work and disposing o~ the lots by sale, lease or otherwise. Each Owner by accepting a deed to a lot hereby acknowledges that the activities of Declarant may temporarily or permanently constitute an inconvenience or nuisance to the Owners, and each owner hereby consents to such inconvenience or nuisance. This Declaration shall not limit the right of Declarant at any time prior to acquisition of title to a lot by a purchaser from Declarant to establish on that lot, Common Areas, additional licenses, easements, reservations and rights of way to itself, to utility companies, or to others as may from time to time be reasonably necessary to the proper development and disposal of the property. The Declarant need not seek or obtain Board approval of any improvement constructed or placed by Declarant on any portion of the Property. The rights of Declarant under this Declaration may be assigned by Declarant to any successor and any interest or portion of Declarant's interest in any portion of the Property by a recorded, written assignment. Notwithstanding any other provision of this Declaration, the prior written approval of Declarant, as Declarant of Vintage Springs, will be required before any amendment to this Article shall be effective while Declarant owns a lot. Declarant shall be entitled to the non-exclusive use of the Common Area, Green Area, without further cost or access, ingress, egress, use or enjoyment, in order to show the Property to his prospective purchasers or lessees and dispose of the Property as provided herein. Declarant, his assigns and tenants shall also be entitled to the non-exclusive use of any portion of the Common Area, Green Area, which comprises drives or walkways for the purpose of ingress and egress and accompanying vehicle and pedestrian traffic to and from the Property. Each Owner hereby grants, by acceptance of the deed to this lot, an irrevocable, special power of attorney to Declarant to execute and record all documents and maps necessary to allow Declarant to exercise his rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the and maps necessary to allow Declarant to exercise his rights under this Article. This Article shall be applicable for so long as the Declarant owns any portion of the Property.

BOOK 1051 PAGE 0115

IN WITNESS WHEREOF DECLARANT HAS CAUSED this instrument to be duly executed on the day and year first above mentioned.

DECLARANT

HIGH COTTON PROPERTIES, LLC

BY: _____
CLIFTON L. NORMAN, Manager

BY: _____
BOB SULLIVAN, Manager

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of December 2008, within my jurisdiction, the within named **CLIFTON L. NORMAN**, who acknowledged that he is manager of High Cotton Properties, LLC, for and on behalf of said limited liability company and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do..

MARY C. LADNER NOTARY PUBLIC FORREST COUNTY, MS MY COMM. EXP. 3/2/11

Mary C Ladner
NOTARY PUBLIC

My Commission Expires:
3/2/11

STATE OF MISSISSIPPI

COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the said county and state, on this 10th day of December 2008, within my jurisdiction, the within named **BOB SULLIVAN,** who acknowledged that he is manager of High Cotton Properties, LLC, for and on behalf of said limited liability company and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do..

MARY C. LADNER MY COMM. EXP. NOTARY PUBLIC 3/2/11 FORREST COUNTY, MS

Mary C Ladner

NOTARY PUBLIC

My Commission Expires:

_____

EXHIBIT "A"

A part of the South half of the SW ¼ of Section 28 and part of the NW ¼ of Section 33, Township 4 North, Range 13 West, Forrest County, Hattiesburg, Mississippi, more particularly described as follows: Commence at the NW corner of the NW ¼ of the NW ¼ of Section 28, Township 4 North, Range 13 West in said County and State; thence run South for 4456.10 feet to the North boundary line of Timberton Golf Club; thence run South 77°32'05" East for 291.37 feet along existing said boundary line to an iron pin; thence run South 3°55'54" East for 210.61 feet to an iron pin for the Point of Beginning; thence run South 3°55'43" East for 516.15 feet to a found iron pin; thence run South 47°57'43" East for 310.63 feet to a found iron pin; thence run South 12°28'01" East for 305.02 feet to a found iron pin; thence run South 21°39'38" West for 228.35 feet to a found iron pin; thence run South 46°08'45" West for 135.29 feet to the centerline of an unnamed stream and along centerline of said stream for the following calls: South 00°53'00" West for 31.81 feet; then South 06°31'35" East for 28.24 feet; then South 86°25'31" West for 25.98 feet; then South 20°44'44" West for 18.67 feet; then South 22°59'00" East for 65.27 feet; then South 28°58'28" West for 107.67 feet; then South 41°34'24" East for 78.04 feet; then South 28°58'55" East for 125.53 feet; then South 08°44'28" West for 66.79 feet; then South 58°37'14" East for 66.79 feet; then South 78°54'20" East for 61.60 feet; then North 82°00'39" East for 58.47 feet; then South 38°45'56" East for 87.84 feet; then North 81°34'10" East for 72.80 feet; then South 73°43'40" East for 72.90 feet; then North 76°26'33" East for 73.93 feet; then North 88°17'49" East for 51.45 feet; then North 54°41'14" East for 60.96 feet; then South 89°57'12" East for 116.10 feet; then North 72°46'36" East for 107.91 feet; then South 53°18'59" East for 35.64 feet; then North 69°04'36" East for 34.62 feet; then South 31°37'33" East for 75.92 feet; then South 48°30'08" East for 74.88 feet; then South 21°26'24" West for 46.23 feet; then South 35°27'18" West for 32.12 feet; then South 04°05'55" East for 58.82 feet; then South 61°56'17" East for 31.39 feet; then North 59°06'55" East for 37.41 feet to an iron pin at the intersection of the West right of way line of Bonhomie Road and the centerline of said unnamed stream; thence run Northerly along said West right of way along a curve to the left for 535.15 feet, said curve having a radius of 2677.55 feet and a chord bearing of North 13°48'19" West for a chord length of 534.26 feet; thence continue Northerly along said right of way along a curve to the right for 862.17 feet, said curve having a radius of 983.15 feet and a chord bearing of North 10°46'45" East for a chord length of 834.81 feet; thence continue Northerly along said right of way along a curve to the left for 957.39 feet, said curve having a radius of 1519.39 feet and a chord bearing of North 22°00'39" East for a chord length of 941.63 feet to a found iron pin; thence run North 89°59'36" West for 759.12 feet to an iron pin; thence run South 67°53'08" West for 206.90 feet to an iron pin; thence run North 86°17'14" West for 275.25 feet to an iron pin; thence run South 74°51'14" West for 166.90 feet to an iron pin; thence run South 74°51'14" West for 204.10 feet back to the Point of Beginning; said tract containing 50.08 acres, more or less, and being located in the South half of the SW ¼ of Section 28 and part of the NW ¼ of Section 33, Township 4 North, Range 13 West, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

EXHIBIT "B"

BY- LAWS

ARTICLE I

NAME AND LOCATION

Section 1. Name and Location. These are the By-Laws of and for the Mississippi nonprofit and non-share corporation named:

THE VINTAGE SPRINGS OWNER'S ASSOCIATION, INC.

Said corporation is referred to herein at times as the "Association". The principal office of the Association is located at 788 Richburg Road, Hattiesburg, Mississippi 39402. The mailing address is P. O. Box 15399, Hattiesburg, Mississippi 39404.

ARTICLE II

DEFINITIONS

Section 1. Definitions. Unless a different meaning is apparent from the context, all other expressions used herein shall have the same meaning as they are defined to have in the Declaration, except that the word "herein" as used in these By-Laws, shall mean in these By-Laws.

(a) Board of Directors. "Board of Directors", as used herein, means the Board of Directors of the Association.

(b) Charter. "Charter", as used herein, means the Charter of Incorporation of the Association.

(c) President, Vice President, Secretary and Treasurer. The words "President", "Vice-President", "Secretary" and "Treasurer", as used herein, mean, respectively, the President, Vice-President, Secretary and Treasurer of the Association.

(d) Project. The word "project" and the word "community" as used herein, mean that certain community known generally as "Vintage Springs" being developed by the Declarant and others in Forrest County, Mississippi.

BOOK 1051 PAGE 0119

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. The Members of the Association shall be and consist of each and all of the following, to-wit:

(a) Every person who is, or who hereafter becomes, an owner of record of the fee title to a Lot. The expression "owner of record of the fee title to a Lot" shall include a contract seller of any such Lot, but shall not include any person who owns such title solely as security for the performance of an obligation or payment of a debt.

(b) The Association shall have two classes of voting membership:

Class A. Class A Member(s) shall be all Members other than persons herein defined as "Declarant," who is or who hereafter becomes the Owner of a Lot.
Class B. The Class B Member(s) shall be each of the persons herein defined as "Declarant," and the nominee or nominees, if any, of each such person.

Section 2. Voting Rights. Each Member shall have one vote in the election of each officer of the Association. For all other purposes, the voting rights of the Members shall be by class of membership, and shall be as follows, to-wit:

(a) Class A Members. Class A Member(s) shall be entitled to one vote for each Lot in which they hold the interest required for membership. When more than one person holds such interest or interests in any Lot, all such persons shall be Members, and the vote for such Lot shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any such Lot.

(b) Class B Members. The Class B Member(s) shall be entitled to three (3) votes for each Lot in which Declarant holds the interest required for membership. When the total votes outstanding in the Class A membership equal the votes outstanding in the Class B membership, then the Class B membership shall cease and be converted into Class A membership. Notwithstanding the foregoing, on January 1, 2014, all Class B memberships shall cease and be converted into Class A memberships.

BOOK 1051 PAGE 0120

Section 3. Memberships Appurtenant to Real Property. In every case, the membership of both Class A and Class B Members shall be appurtenant to the ownership of a Lot. A membership shall not be held, assigned, transferred, pledged, hypothecated, encumbered, conveyed or alienated in any manner except in conjunction with and as an appurtenance to the ownership, assignment, transfer, pledge, hypothecation, encumbrance, conveyance, or alienation of the Lot to which the membership is appurtenant.

Section 4. Termination and Reinstatement of Class B Members. If on any one or more occasions all Class B memberships should terminate, and if after any such termination any one or more of the Declarants, by annexation to the Property in accordance with the Declaration, should add additional property to the property theretofore subject to the Declaration, then on each such occasion the status of the Declarants as Class B Members shall be fully reinstated, and following each such occasion the Declarant, or the nominee or nominees, if any, of the Declarant, shall continue to be Class B Members until such time as the total votes outstanding of Class A and Class B Members resulting from the newly added property have been equalized. At such time the Class B membership resulting from such addition shall cease and be converted to Class A memberships. Following each such reinstatement of the Class B memberships, and for so long thereafter as the Class B memberships shall continue to exist, the Declarants, and the nominee or nominees, if any, of the Declarants, shall have all the rights and powers of Class B membership, as herein prescribed.

Section 5. Other Voting Provision. If the fee title to a particular Lot is owned of record by more than one person or entity, then the vote appurtenant to such Lot may be exercised by any one of the fee owners thereof, unless the other owner or owners of such fee title shall object prior to the completion of voting upon the particular matter under consideration. In the case of any such objection, the vote appurtenant to said Lot shall not be counted.

Section 6. No Preemptive Rights. The Members of the Association simply by virtue of being such Members, shall have no preemptive rights to acquire any additional memberships which the Association may issue from time to time.

Section 7. Membership Certificates. In the event the Board of Directors should consider it necessary or appropriate to issue membership certificates or the like, then each such membership certificate shall state that the Association is organized under the laws of the State of Mississippi, and shall state the name of the registered holder or holders of the membership represented thereby, and shall be in such form as shall be approved by the Board of Directors. Membership certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to the transfer of title to the Lot to which such membership is appurtenant. Every membership certificate

BOOK 1051 PAGE 0121

shall be signed by the President or Vice President and the Secretary or an Assistant Secretary and shall be sealed with the corporate seal. Such signatures and seal may be original or facsimile.

Section 9. Lost Certificates. The Board of Directors may direct that a new certificate or certificates be issued in place of any membership certificate or certificates previously issued by the Association and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person claiming the membership certificate to be lost or destroyed, when authorizing such issuance of a new certificate or certificates, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered holder of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Association a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Association on account of the issuance of such new certificate.

Section 10. Liquidation Rights. Should the Association be dissolved and finally liquidated, the Board of Directors, after first paying or making provisions for payment of all lawful debts and liabilities of the Association, shall distribute all the remaining assets of the Association to whichever one or more of the following categories of recipients the Board of Directors in its discretion shall determine, to-wit:

(a) to a nonprofit organization or organizations having aims and objectives similar to those of this Association; or

(b) to the Owners of the Lots comprising the Property, in proportion to their rights thereto.

ARTICLE IV

MEETINGS OF MEMBERS

Section 1. Place of Meeting. Meetings of the Members shall be held at the principal office or place of business of the Association, or at whatever other suitable place or places within the State of Mississippi as are reasonably convenient to the membership as may be designated by the Board of Directors from time to time.

Section 2. Organizational Meeting. The organizational meeting of the Members shall be held at whatever time and place as may be designated by the initial Board of Directors named in the Charter, and shall be held within no more than sixty (60) days following the issuance of the Charter.

BOOK 1051 PAGE 0122

Section 3. Annual Meetings. The first annual meeting of the Members shall be held at whatever time and place as may be designated by the initial Board of Directors named in the Charter; provided, however, that the first annual meeting of Members shall be held within no more than one (1) year after the date of issuance of the Charter; thereafter members shall be notified when a meeting will be held. At such annual meetings, there shall be elected by ballot of the Members a Board of Directors in accordance with the provisions of Article V of these By-Laws, and officers of the Association in accordance with the provisions of Article VI of these By-Laws. The Members also may transact such other business as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Members whenever such is directed by resolution of the Board of Directors, or whenever such is requested by a petition presented to the Secretary after first having been signed by at least twenty percent (20%) of the Members of each then outstanding class of membership; provided, however, that no special meetings shall be called, except upon resolution of the Board of Directors, prior to the first annual meeting of the Members as hereinabove provided. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except such as is stated in the notice.

Section 5. Notice of Meetings.

(a) It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where the meeting is to be held, to each Member of record, at his address as it appears on the membership roster of the Association or, if no such address appears, at his last known address, at least fifteen (15) but not more than sixty (60) days prior to such meeting. Any notice so mailed shall be considered as a notice properly served. Attendance by a Member at any meeting of the Members shall be a waiver, by him of notice of the time, place and purpose thereof. Notice of any annual or special meeting of the Members also may be waived in any other manner by any Member either prior to, at or after any such meeting.

(b) Meetings at which any action is authorized pursuant to Sections 4 and 5 of Article IV of the Declaration (increase in maximum annual assessment of more than fifteen (15) percent above the maximum assessed by the previous year; or imposition of special assessments) must be held in not less than fifteen (15) nor more than sixty (60) days notice to all Members.

BOOK 1051 PAGE 0123

Section 6. Roster of Membership. The Secretary shall maintain a current roster of the names and addresses of the Members of the Association. Each Member, upon becoming a Member, shall furnish the Secretary with his current mailing address, and thereafter shall notify the Secretary immediately in writing of any change or changes in his current mailing address.

Section 7. Quorum. Except as otherwise provided in these Bylaws, the Charter, or the Declaration, the presence in person or by proxy of Owners representing at least twenty-five percent (25%) of the total number of votes of the Members, shall constitute a quorum. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time, until a quorum as aforesaid shall be present or be represented pursuant to the provision of Section 8 of this Article IV. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

Section 8. Adjourned Meetings. If at any meeting of Members a quorum shall not be present, either before or after the meeting has begun, the Members who are present may adjourn the meeting to another designated time not less than forty-eight (48) hours from the time originally scheduled for the meeting.

Section 9. Voting. At every meeting of Members, the Members shall have the voting rights specified in Article III above. The affirmative vote of the Members having at least fifty-one (51) percent of the total number of votes represented at the meeting, in person or by proxy, shall be necessary to decide any question properly brought before the meeting, unless the question be one as to which, by provision of law, or the Charter, or the Declaration, or these By-Laws, a different vote is required, in which case such provision of law, or the Charter, or the Declaration, or these By-Laws shall govern and control. In the event any membership is owned by a corporation, the vote or votes for such membership may be cast by an individual designated in a certificate signed by the president or any vice president of the corporation and attested by the secretary or any assistant secretary of such corporation and filed with the Secretary of the Association prior to or during the meeting at which the vote is to be cast. The vote or votes for any membership which is owned by a trust or partnership may be cast by any trustee of the trust or any partner of the partnership, as the case may be, and, unless another trustee of the trust or another partner of the partnership, as the case may be, shall object prior to the completion of voting upon the particular matter under consideration, the presiding officer of the meeting shall have no duty to inquire as to the authority of the individual casting any such vote or votes. No Class A Member who is shown by the books of the Association to be more than sixty (60) days delinquent in any payment due the Association shall be eligible to vote, either in person or by proxy, and no such delinquent Member shall be eligible to be elected to the Board of Directors or as an officer of the Association.

BOOK 1051 PAGE 0124

Section 10. Voting by Class. Whenever by law, or the Charter, or the Declaration, or these By-Laws, any action is required to be taken by a specified percentage of "each class of the then Members" of the Association, then such action shall be required to be taken separately by the specified percentage of the votes of the then outstanding Class A Members, and by the specified percentage of the votes of the then outstanding Class B Members. Whenever by law, or the Charter, or the Declaration, or these By-Laws, any action is required to be taken by a specified percentage of the "then Members" of the Association, then such action shall be required to be taken by the specified percentage of the votes of the then outstanding total membership of the Association.

Section 11. Proxies. A Member may appoint only another Member or the Management Agent as his proxy; provided that in no case may any Member other than a Declarant or the Management Agent cast more than one (1) vote on behalf of another Member by virtue of a proxy from such other Member. All proxies must be in writing and must be in such form as has been approved by the Board of Directors and must be filed with the Secretary prior to the appointed time of the meeting at which the proxy is to be exercised. Unless limited by its provisions to a shorter term, each proxy shall continue until revoked by a writing properly filed with the Secretary or by the death of the Member who gave the proxy, provided, however, that no proxy shall be effective for a period in excess of one hundred eighty (180) days. All proxies shall automatically cease upon conveyance by the Member of his Lot.

Section 12. Rights of Mortgagees. Any holder of a Recorded First Mortgage on any Lot who desires notice of the annual and special meetings of the Members shall notify the Secretary to that effect by Registered Mail, Return Receipt Requested. Any such notice shall contain the name and post office address of such holders of Recorded First Mortgages and the name of the individual at such address to whom notices of the annual and special meetings of the Members should be directed. The Secretary shall maintain a roster of all holders of Recorded First Mortgages from whom such notices have been received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each annual and special meeting of the Members to each such holders of Recorded First Mortgages, in the same manner, and subject to the same requirements and limitations as are otherwise provided in this Article for notice to the Members. Any such holders of Recorded First Mortgages shall be entitled to designate a representative to attend any annual or special meeting of the Members and such representative may participate in the discussion at any such meeting and, upon his request made to the presiding officer in advance of the meeting, may address the Members present at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Members upon request made in writing to the Secretary.

BOOK 1051 PAGE 0125

Section 13. Order of Business. The order of business at all regularly scheduled meetings of the Members shall be as follows:

(a) Roll Call and certification of proxies.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading and approval of minutes of preceding meeting.
(d) Reports of officers, if any.
(e) Reports of committees, if any.
(f) Unfinished business.
(g) New Business.
(h) Appointment of inspectors of election.
(II) Election of directors.
(j) Election of officers.
(k) Adjournment.

In the case of special meetings, Item (a) through (d) above shall be applicable, and thereafter the agenda shall consist of the items specified in the notice of the meeting.

Section 14. Rules of Order and Procedure. The rules of order and all other matters of procedure at all annual and special meetings of the Members shall be determined by the presiding officer of such meeting.

Section 15. Inspectors of Election. The Board of Directors may, in advance of any annual or special meeting of the Members appoint an uneven number of one or more inspectors of election to act at the meeting and at any adjournment thereof. In the event inspectors are not so appointed, the presiding officer at any annual or special meeting of Members may appoint such inspectors of election. Each inspector so appointed, before entering upon the discharge of his duties, shall agree to execute the duties of inspector of election at such meeting. No officer or Director of the Association, and no candidate, for officer of Director of the Association, shall act as an inspector of election at any meeting if one of the purposes of such meetings is to elect Directors or Officers.

ARTICLE V

DIRECTORS

Section 1. Number and Qualifications. The affairs of the Association shall be managed and controlled by the Board of Directors. Prior to the first annual meeting of Members, the Board of Directors shall consist of the individuals named as initial Directors in the Charter, said individuals being Clifton L. Norman and Bob Sullivan. Following the first annual meeting of Members, the Board of Directors shall consist of five (5) individuals, who shall be elected as prescribed by these By-Laws. Directors need not be Members of the Association.

BOOK 1051 PAGE 0126

Section 2. Term of Office. Directors shall be elected for one year at annual Members' meetings and shall serve until their successors shall be elected and qualified in accordance with the By-Laws.

Section 3. Change in Number. The number of Directors may be changed from time to time by appropriate amendment to these By-Laws, provided, however, that the number of Directors shall never be less than three nor more than nine, and provided further that a decrease in the number of Directors shall not operate to shorten the term of any incumbent Director.

Section 4. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 5. Election of Directors. Directors shall be elected by the Members and shall be elected at the annual Members' meetings, or in the event of a vacancy, either at the next ensuing annual Members' meeting or at a special Members' meeting called for that purpose. The election of Directors shall be by secret written ballot, unless such be dispensed with for any particular election by the unanimous consent of the Members present, in person or by proxy, at the meeting during which the election is held. Each Director shall hold office until his successor has been elected at the next ensuing annual Members' meeting and has duly qualified.

Section 6. Powers and Duties. The Board of Directors shall have all the powers, authorities and duties necessary or appropriate for the management and administration of the affairs of the Association, and in managing and administering such affairs, the Board of Directors shall have power and authority to do all acts and things except those which by law or by the Declaration or by the Charter or by these By-Laws may be exercised and done only by the Members. The powers, authorities and duties of the Board of Directors shall include, but shall not be limited to, the following:

(a) To provide for the care, upkeep and surveillance of the Common Areas and community facilities and services in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(b) To provide for the establishment, assessment, collection, use and expenditure of assessments and carrying charges from the Members, and for the filing and enforcement of liens therefor in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(c) To provide for the designation, hiring and dismissal of the personnel necessary and appropriate for the proper care and maintenance of the Common Areas and community facilities and to provide services on the project in a manner consistent with law and the provisions of these By-Laws and the Declaration; and

(d) To provide for the promulgation and enforcement of such rules, regulations, restrictions and requirements as may be deemed proper respecting the use, occupancy and maintenance of the common areas and community facilities, including but by no means limited to rules, regulations, restrictions and requirements designed to prevent unreasonable interference with the use of the common areas and community facilities by the Members ad other, all of which rules, regulations, restrictions and requirements shall be consistent with law and with the provisions of these By-Laws and the Declaration; and

(e) To authorize, in their discretion, the payment of patronage refunds if and when the funds derived from assessments shall prove to be more than sufficient to meet all reasonably foreseeable needs of the Association during the then current fiscal year; and

(f) To purchase insurance upon the common areas and community facilities in the manner provided for in these By-Laws; and

(g) To repair, restore or reconstruct all or any part of the common areas and community facilities after any casualty loss in a manner consistent with law and the provisions of these By-Laws, and to otherwise improve the common areas and community facilities; and

(h) To lease and to grant licenses, easements, rights-of-way, and other rights of use in all or any part of the common areas and community facilities; and

(i) To purchase Lots and to lease, mortgage or convey the same, subject to the provisions of these By-Laws and the Declaration; and

(j) To employ for the Association, at their sole discretion, a management agent or manager (herein at times referred to as the "Management Agent"] at a rate of compensation established by the Board of Directors to perform

BOOK 1051 PAGE 0128

such duties and services as the Board of Directors from time to time shall prescribe. Any management agreement entered into by the Association shall provide, inter alia, that such agreement may be terminated for cause by either party upon thirty (30) days' written notice to the other party. The term of any such management agreement shall not exceed one year; provided, however, that the term of any such management agreement may be renewable by mutual agreement of the parties for successive one-year periods; and

(k) To declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(l) To issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been pale, such certificate shall be conclusive evidence of such payment.

Section 7. Vacancies. Should the office held by a Director become vacant, such vacancy shall be filled by an election at the next ensuing annual Members' meeting or at a special Members' meeting called for that purpose, and each individual so elected shall serve as Director until his successor has been elected at the next ensuing annual Members' meeting, and has been duly qualified.

Section 8. Removal of Directors. At any special Members' meeting duly called for such purpose, any Director may be removed from office, with or without cause, by the affirmative vote of a majority of the votes of the Members present and voting, in person or by proxy, at such meeting, and in the event of such removal, a successor to the Director thus removed may be elected then and there to fill the vacancy thus created. Any Director whose removal has been proposed shall be given an opportunity to be heard at the meeting called for the purpose of considering such removal. If any Director who is a Member becomes more than sixty (60) days delinquent in payment of any assessment or carrying charge owed the Association, he may be removed from his office as a Director by a resolution adopted by a majority of the remaining Directors, and in the event of such removal, said remaining Directors may appoint an individual to serve as his successor, in which event the individual so appointed shall serve as Director until the next ensuing annual Members' meeting.

Section 9. Compensation. Except upon resolution of at least two-thirds (2/3) of each class of the then Members of the Association, no compensation shall be paid to Directors for their services as Directors. After the first annual Members' meeting, no remuneration shall be paid to any Director who is also a Member for services performed

BOOK 1051 PAGE 0129

by him for the Association in any other capacity unless a resolution authorizing such remuneration shall have been adopted by the Board of Directors before such services are undertaken. Directors may be reimbursed for their actual out-of-pocket expenses necessarily incurred in connection with their services as Directors.

Section 10. Organizational Meeting. The first meeting of a newly constituted Board of Directors shall be held within ten (10) days after the annual Members' meeting at which the elected Directors on such Board were elected, and such first meeting shall be held at the principal office of the Association or at such other place as may have been fixed by the Members at such annual Members' meeting, and no notice shall be necessary to the Directors of such first meeting.

Section 11. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or telegraph, at least six (6) days prior to the day fixed for such meeting.

Section 12. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and upon like notice if requested in writing by at least one-half (½) of the Directors.

Section 13. Waiver of Notice. Before, at or after any meeting of the Board of Directors, any Director may waive, in writing, notice of such meeting, and such waiver shall have the same effect as if notice of the meeting had been properly and timely given to said Director. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present at any meeting of the Board of Directors, no notice shall be required and business of any type may be transacted at such meeting.

Section 14. Quorum. At all meetings of the Board of Directors a majority of the Directors shall constitute a quorum for the transaction of business, and the actions of the majority of the Directors present at any meeting at which a quorum is present shall be the actions of the Board of Directors. If at any meeting of the Board of Directors, including any one or more adjourned meetings, there should be less than a quorum present, the majority of those present may adjourn the meeting to a later time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall consent individually or collectively in writing to such action. Such written consent or consents shall be filed as part of the minutes of the Board of Directors.

Section 16. Rights of Mortgagees. Any holders of Recorded First Mortgages of any Lot who desires notice of the regular and special meetings of the Board of Directors shall notify the Secretary to that effect by Registered Mail, Return Receipt Requested. Any such notice shall contain the name and post office address of such holders of Recorded First Mortgages and the name of the individual at such address to whom notices of the regular and special meetings of the Board of Directors should be directed. The Secretary shall maintain a roster of all holders of Recorded First Mortgages from whom such notices have been received and it shall be the duty of the Secretary to mail or otherwise cause the delivery of a notice of each regular and special meeting of the Board of Directors to each such institutional mortgagee, in the same manner, and subject to the same requirements and limitations, as are otherwise provided in this Article for notices to the Directors. Any such holders of Recorded First Mortgages shall be entitled to designate a representative to attend any regular or special meeting of the Board of Directors and such representative may participate in the discussion at any such meeting and, upon his request made to the President in advance of the meeting, may address the Board of Directors at any such meeting. Such representative shall have no voting rights at any such meeting. Such representative shall be entitled to copies of the minutes of all meetings of the Board of Directors upon request made in writing to the Secretary.

Section 17. Fidelity Bonds. The Board of Directors shall require that all officers, directors and employees of the Association who regularly handle or otherwise are responsible for the funds of the Association shall furnish adequate fidelity bonds or equivalent insurance against acts of dishonesty in accordance with the requirements of Article VII of these By-Laws. The premiums on such bonds or insurance shall be paid by the Association.

ARTICLE VI

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Members. Only those individuals who are members of the then current Board of Directors shall be eligible to serve as officers of the Association. However, a Director, merely by virtue of being a Director, shall not be considered an officer of the Association. In addition to the officers named above, the Members may elect, from among the members of the Board of Directors, one or more Assistant Secretaries and one or more

BOOK 1051 PAGE 0131

Assistant Treasurers and such other officers as in their judgment may be necessary or appropriate. The offices of Secretary and Treasurer may be filled by the same individual, and likewise, the offices of Assistant Secretary and Assistant Treasurer may be filled by the same individual.

Section 2. Election of Officers. The initial officers of the Association shall be elected at the organizational meeting of the Members. Thereafter, the officers of the Association shall be elected annually at each annual Members' meeting, or, in the event of a vacancy, at a special Members' meeting called for such purpose. Each officer so elected shall hold office until his successor has been elected at the next ensuing annual Members' meeting, and has duly qualified.

Section 3. Vacancies. Should the office held by an officer become vacant, such vacancy shall be filled by an election at the next annual Members' meeting or at a special Members' meeting called for that purpose, and the individual so elected shall hold the office to which elected until his successor has been elected at the next ensuing annual Members' meeting, and has duly qualified.

Section 4. Removal of Officers. At any special Members' meeting duly called for such purpose, any officer may be removed from office, with or without cause, by the affirmative vote of a majority of the Members present and voting, in person or by proxy, at such meeting, and in the event of such removal, a successor to the officer thus removed may be elected then and there to fill the vacancy thus created. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting called for the purpose of considering such removal.

Section 5. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Members and all meetings of the Board of Directors. He shall have all of the general authorities, powers and duties which are normally vested in the office of president of a corporation, provided, however, that such authorities, powers and duties, from time to time, and at any time, may be restricted or enlarged by the Board of Directors.

Section 6. Vice President. The Vice President shall take the place of the President, and shall have the authorities and powers and perform the duties of the President, whenever the President is unwilling or unable to act. If neither the President nor the Vice President is willing and able to act, then the Board of Directors shall appoint one of its members to act as the chief executive officer of the Association on an interim basis. The Vice President shall assist the President generally, and when acting for the President, shall have the same authorities, powers and duties as the President. The authorities, powers and duties of the Vice President, from time to time and at any time, may be restricted or enlarged by the Board of Directors.

BOOK 1051 PAGE 0132

Section 7. Secretary. The Secretary shall keep the minutes of all Members' meetings and the minutes of all Board of Directors' meetings. The Secretary shall give notice of all annual and special Members' meetings and all regular and special Board of Directors' meetings. The Secretary shall have custody of the seal of the Association, if any. The Secretary shall have charge of the membership transfer books and of such other books and papers as the Board of Directors may specify. In addition, the Secretary shall have whatever other authorities, powers and duties, but only such authorities, powers and duties, as may be prescribed by the Board of Directors. if, at any one or more times, the Secretary is unwilling or unable to perform his duties, such duties may be performed by any one or more individuals designated by the Board of Directors.

Section 8. Treasurer. The Treasurer shall have responsibility for the funds and securities of the Association, and shall have responsibility for keeping, or causing to be kept, full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall have responsibility for causing the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as from time to time may be designated by the Board of Directors. In addition, the Treasurer shall have whatever other authorities, powers and duties, but only such authorities, powers and duties, as may be prescribed by the Board of Directors. If, at any one or more times, the Treasurer shall be unwilling or unable to perform any part of his duties, such duties may be performed by one or more other individuals designated by the Board of Directors.

ARTICLE VII

INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. Except as to Builder's risk and other insurance furnished by the Developer or Contractor during construction and reconstruction, the Board of Directors shall obtain and maintain, to the extent reasonably available, at least the following:

(a) A comprehensive policy of public liability insurance in such amount and in such form as may be considered appropriate by the Board of Directors in its discretion (but in an amount of not less than One Million Dollars ($1,000,000.00) coverage for all claims for bodily injuries and/or property damage arising out of a single occurrence), which policy may include a "Severability of Interest Endorsement" or its equivalent if the Board of Directors in its discretion deems such appropriate, and which policy shall afford coverage with respect to whatever additional and special liabilities the Board of Directors in its discretion may specify, including, but not

BOOK 1051 PAGE 0133

limited to, hired automobile liability, non-owned automobile liability, liability for property of others, liability incident to the ownership and use with respect to projects similar in construction, location and use; and

(b) Workmen's compensation insurance to the extent necessary to comply with any applicable law; and

(c) A "Legal Expense Indemnity Endorsement," or its equivalent, affording protection for the officers and Directors of the Association for expenses and fees incurred by any of them in defending any suit or settling any claim, judgment or cause of action to which any such officer or Director shall have been made a party by reason of his or her services as such; and

(d) Insurance affording fidelity coverage to protect the Association against dishonest acts on the part of officers and Directors of the Association, trustees of and for the Association, and employees and agents of the Association who handle or are responsible for the handling of funds belonging to the Association, which fidelity coverage shall meet at least the following requirements:

(i) all such fidelity bonds and policies of insurance shall name the Association as obligee or named insured, as the circumstances may require; and

(ii) all such fidelity bonds and policies of insurance shall be written in an amount equal to at least one hundred fifty percent (150%) of the estimated annual operating budget of the Association, including reserves; and

(iii) all such fidelity bonds and insurance shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days prior written notice to any and all obligees and insureds named thereon and to any mortgagee of any Lot who requests such notice in writing; and

(e) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as shall be considered appropriate by the Board of Directors in its discretion.

BOOK 1051 PAGE 0134

Section 2. Limitations. All insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written or reinsured with a company or companies licensed to do business in the State of Mississippi and holding a rating equivalent to a rating of "A + XV" or better in the most recent edition of Best's Insurance Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors, or its authorized representative.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance purchased by the Owners of the Lots or their mortgagees, and any "no other insurance" or similar clause in any policy obtained for the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) Such policies shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased, whether or not within the control or knowledge of the Board of Directors, and shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board of Directors or any one or more Members of the Association, or any of their respective agents, employees, tenants, mortgagees or invitees, or by reason of any act of neglect or negligence on the part of any of them.

(e) All policies shall provide that such policies may not be canceled or substantially modified (including cancellation for payment of premium) without at least ten (10) days prior written notice to all insureds named therein, including any mortgagee of any Lot who requests such notice in writing.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, the Members and their respective agents, employees and tenants, and a waiver of any defenses based upon co-insurance or invalidity arising from the acts of the insured.

BOOK 1051 PAGE 0135

ARTICLE VIII

FISCAL MANAGEMENT

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year, except for the first fiscal year which shall begin on the date of the filing for record of the Declaration in the Land Records in the office of the Chancery Clerk of Forrest County at Hattiesburg, Mississippi. The commencement date of the fiscal year as herein established shall be subject to change from time to time by resolution of the Board of Directors should the Board of Directors deem any such change or changes appropriate.

Section 2. Principal Office Change of Same. The principal office of the Association shall be at the location set forth in Article I of these By-Laws. The Board of Directors, by resolution, may change the location of the principal office of the Association from time to time.

Section 3. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices, consistently applied. The same shall include books with detailed accounts, in chronological order, of receipts and expenditures and other transactions of and for the Association. The amount of any assessment or portion of any assessment required for payment of any capital expenditures as to any reserves of the Association shall be credited upon the books of the Association to the "Paid-in-Surplus" account as a capital contribution by the Members. The receipts and expenditures of the Association shall be credited and charged to other accounts under classifications consisting of no less than the following:

(a) "Current Operations" which shall involve the control of actual expenses of the Association, including reasonable allowances for necessary contingencies and working capital funds in relation to the assessments and expenses herein elsewhere provided for; and

(b) "Reserves for Replacement" which shall involve the control of such reserves for replacement as are provided for in these By-Laws and as may be approved from time to time by the Board of Directors; and

(c) "Other Reserves" which shall involve the control over funding of and charges against any other reserve funds which may be approved from time to time by the Board of Directors; and

(d) "Investments" which shall involve the control over investment of reserve funds and such other funds as may be deemed suitable for investment on a

BOOK 1051 PAGE 0136

temporary basis by the Board of Directors; and

(e) "Betterments" which shall involve the control over funds to be used for the purpose of defraying the cost of any construction or reconstruction, unanticipated repair or replacement of the common areas and community facilities and for expenditures for additional capital improvements or personal property made or acquired by the Association with the approval of the Board of Directors.

Section 4. Auditing. At the close of each fiscal year, the books and records of the Association shall be audited by an independent Certified Public Accountant whose report shall be prepared and certified in accordance with generally accepted auditing standards, consistently applied. Based upon such report, the Association shall furnish the Members and any mortgagee requesting same with an annual financial statement, which shall set forth a summary of all pertinent financial data, including the income and disbursements of the Association. Such annual financial statement shall be furnished within ninety (90) days following the end of each fiscal year.

Section 5. Inspection of Books. The books and accounts of the Association, the vouchers accrediting the entries made thereupon and all other records maintained by the Association shall be available for examination by the Members and their duly authorized agents or attorneys, and by the holders of Recorded First Mortgages on the Lots and their duly authorized agents and attorneys, during normal business hours and for purposes reasonably related to their respective interests and after reasonable notice.

Section 6. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or a Vice President, and all checks shall be executed on behalf of the Association by such officers, agents or other persons as may be authorized from time to time by the Board of Directors.

Section 7. Seal. The Board of Directors may provide a suitable corporate seal containing the name of the Association, which seal shall be in the charge of the Secretary. If so directed by the Board of Directors, a duplicate seal may be kept and used by the Treasurer or any assistant secretary or assistant treasurer.

ARTICLE X
AMENDMENT

Section 1. Amendments. Subject to any other applicable limitations set forth in these By-Laws, these By-Laws may be amended by vote of the Members if, and only if, the number of votes cast in favor of any particular amendment shall be equal to at least two-thirds (2/3) of the total number of votes held by all Members of record at the time of

BOOK 1051 PAGE 0137

the vote. Amendment of these By-Laws shall be considered only at a special or annual meeting of Members, and only if a description of the proposed amendment accompanied a proper notice of such meeting.

Section 2. Proposal of Amendments. Amendments to these By-Laws may be proposed by the Board of Directors or by petition signed by Members having at least twenty-five percent (25%) of the total votes of all Members, which petition shall be delivered to the Secretary. A description of any proposed amendment shall accompany the notice of any annual or special meeting of the Members at which such proposed amendment is to be considered and voted upon.

ARTICLE XI

MORTGAGES - NOTICES - OTHER
RIGHTS OF MORTGAGEES - FHA/VA

Section 1. Notice to Board of Directors. Any Owner of any Lot in the project who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain a suitable roster pertaining to such mortgages in a book entitled "Holders of Recorded First Mortgages."

Section 2. Consents. Any other provision of these By-Laws or the Declaration to the contrary notwithstanding, neither the Members, nor the Board of Directors, nor the Association, by any act or omission, shall do any of the following things without the prior written consent and approval of the holders of at least seventy-five percent (75%) of all first mortgages of record encumbering the Lots:

(a) Abandon or terminate the Declaration; or

(b) Modify or amend any material or substantive provision of the Declaration or these By-Laws or the Charter; or

(c) Substantially modify the method of determining and collecting maintenance assessments as provided in the Declaration.

Section 3. Consent of Holders of First Deed of Trust and Federal National Mortgage Association/Federal Housing Administration/Veterans Administration. During any period when any Lot in the project is encumbered by a Recorded First Mortgage, the Owners, by any act or omission, shall not do any of the following things without the prior written consent and approval of the holders of all outstanding Recorded First Mortgages, and if their interests be affected, the Federal National Mortgage Association, Federal Housing Administration and the Veteran's Administration:

BOOK 1051 PAGE 0138

(a) Abandon, partition, subdivide, encumber, sell or transfer any of the Common Area provided, however, that the granting of rights of way, easements and the like for public utilities or for other purposes consistent with the use of the Common Area by the Owners shall not be considered an encumbrance, sale of transfer within the meaning of this Subsection; except that if such abandonment is allowed by statute, the prior written approval of the holders of only seventy-five percent (75%) or more of the holders of Recorded First Mortgages shall be required; or

(b) Abandon or terminate this Declaration; or

(c) Modify or amend any material or substantive provision of this Declaration.

(d) Annex additional properties; or merge or consolidate the Association.

(e) The holders, insurers or guarantors of any first mortgage on a lot in the property will, upon request, be entitled to: (i) inspect the books and records of the property during normal business hours; (ii) receive an annual audited financial statement of the project within ninety days following the end of any fiscal year of the project; (iii) written notice of all meetings of the Owners Association and be permitted to designate a representative to attend all such meetings; and (iv) current copies of this Declaration, the Bylaws of the Association and all other rules concerning the project.

ARTICLE XII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification. The Association shall indemnify every officer and director of the Association, and every person who may serve at the request of the Board of Directors as a director or officer of another association in which the Association owns an interest or shares of stock or of which the Association is a creditor, against all costs actually and reasonably incurred by any such officer, director or person in connection with the defense of any action, suit or proceeding, civil or criminal, to which any such officer, director or person is a party by reason of his being or having been such officer, director or person, provided that such indemnification shall not extend to any matters concerning which such officer, director or person shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty or a violation of the provisions of Sections 75-2-11 to 75-21-39 or Sections 75-23-1 to 75-53-53, Mississippi Code of 1972, as amended. Such indemnification shall include amounts payable as the result of the settlement of any such action, suit or proceeding; provided, however, that any

BOOK 1051 PAGE 0139

however, that any such settlement shall be approved in writing by the then Board of Directors. The officers and directors of the Association shall not be liable to the Members or to the Association for any mistake of judgment, or otherwise, except as provided by law and except for their own individual willful misconduct or bad faith. The officers and directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association, and the Association shall indemnify and forever hold each such officer and Director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director of the Association, or former officer or director of the Association, may be entitled, whether by law, by resolution adopted by the Members after notice, or otherwise.

Section 2. Conflict and Identity of Interest. The Directors and officers shall exercise their powers and duties in good faith and with a view to the interest of the Association. No contract or other transaction between the Association and one or more of its Directors or offices, or between the Association and any corporation, firm or association in which one or more of the Directors or officers of this Association are directors or officers or are pecuniarily or otherwise interested, shall be either void or voidable because such Director or Directors or officer or officers were present at the meeting of the Board of Directors or any committee thereof which authorized or approved the contract or transaction, or because his or their votes were counted for such purpose, if any, of the conditions specified in any of the following paragraphs exist:

(a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes of the Board, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for such purpose; or

(b) The fact of the common directorate or interest is disclosed or known to the Members, or a majority thereof, and they approve or ratify the contract or transaction in good faith by a vote sufficient for such purpose; or

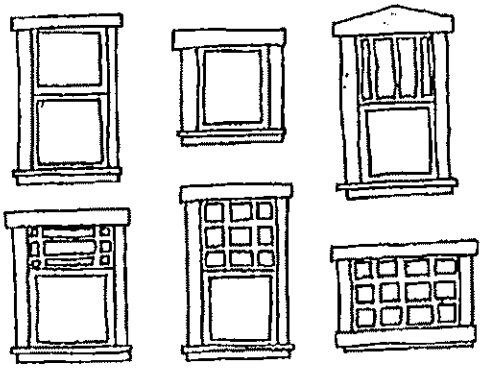
(c) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

A common or interested Director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies any contract or transaction, and may vote thereat to authorize any contract or transaction with like force and effect as if he were not a common or interested Director.

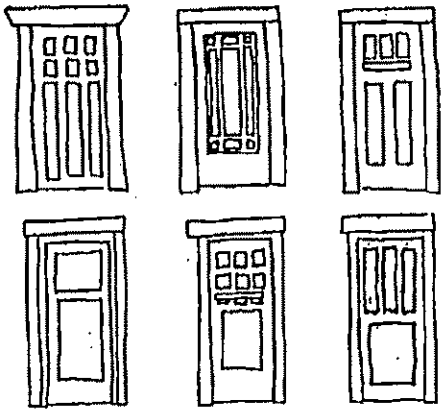
BOOK 1051 PAGE 0140

EXHIBIT "D"
Building Guidelines

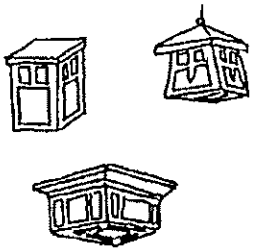
Vintage Springs



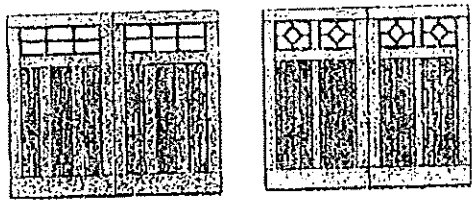
WINDOWS

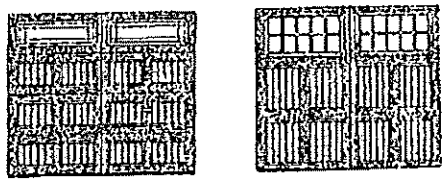


ENTRY DOORS

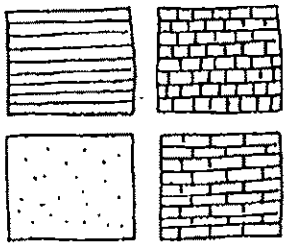


EXTERIOR LIGHTING





GARAGE DOORS



EXTERIOR SIDING





PORCH DETAILS

BOOK 1051 PAGE 0146

12. High Cotton, L.L.C., agrees to provide PGS with monthly summaries of sales, names, addresses and phone numbers of purchasers for accounting information.

Witness our signatures on this 13th day of December 2007.

PROFESSIONAL GOLF SERVICES, LLC.
A MISSISSIPPI LIMITED LIABILITY COMPANY

BY: _____
RONALD L. HICKMAN, II,
MANAGER

HIGH COTTON PROPERTIES, L.L.C.

BY: _____
BOB SULLIVAN, MANAGER

voucher will provide access to use for ingress and egress the private gated drive located on the easement for a period of one (1) year. It will be the responsibility of the High Cotton homeowner to remain a regular dues paying member of Timberton Golf Club thereafter. After a period of one year from activation the remote or card must be returned to the golf club. The golf club will then issue a new remote or card only to those residents of High Cotton which have signed and completed all of the required membership forms to become an active golf member of Timberton Golf Club.

7. Use of the private drive easement is limited to members of the Timberton Golf Club with PGS having rights to restrict use of said easement should a member of the golf club become delinquent in paying dues.

8. High Cotton agrees to make the rules and regulations of the easement known to the homeowners of the High Cotton development.

9. PGS and Timberton Golf Club agree to give priority of membership to residents of High Cotton even if and/or when the golf club restricts memberships.

10. High Cotton, or its assignee, has sole responsibility for managing storm water runoff, if any, from the easement as a result of having placed a private drive across same.

11. PGS and High Cotton agree that the City of Hattiesburg shall have the right to use the easement for emergency purposes.

attached Exhibit "B"), landscape along each side of the private drive, locate at the entrances to the easement signs indicating that the drive is private.

4. The cost associated with the operation and maintenance of the gate, landscaping, landscape lighting, electric utilities, and drive shall be the sole responsibility of High Cotton or its assignee (homeowners association).

5. High Cotton, or its assignee, agrees that should the electronic gate need repair that upon notice by PGS, High Cotton, or its assignee, agrees to have the gate repaired within 7 days from the notice. In the event High Cotton, or its assignee, does not repair the gate within the 7 days, PGS has the right to cause the repairs to be made and then submit the expenses for same to the homeowners association for reimbursement. In the event the homeowners association does not reimburse PGS for the repair expenses, PGS has the right to pursue collection of same from the homeowners association with the homeowners association being responsible for attorney fees and all other costs of collection of the debt.

6. High Cotton has agreed that with the sale of each lot within the High Cotton development, High Cotton will purchase from PGS for $500 a Family Golf Joining Voucher at Timberton Golf Club for the homeowner/property owner of the High Cotton development. At such time as the voucher is redeemed with PGS, the homeowner/property owner shall be entitled to two (2) passes/cards or two (2) remotes. This

EXHIBIT "C"

STATE OF MISSISSIPPI

COUNTY OF FORREST

AGREEMENT

WHEREAS, PROFESSIONAL GOLF SERVICES, LLC (hereinafter called "PGS"), and HIGH COTTON PROPERTIES, L.L.C. (hereinafter called "High Cotton"), own parcels of real property contiguous to each other in Forrest County, Mississippi; and

WHEREAS, PGS and High Cotton are desirous of entering into an agreement and construction project for the benefit of future land owners of High Cotton property; and

WHEREAS, PGS has conveyed an easement to High Cotton, a copy of which is attached as Exhibit "A" and made a part hereof. This easement is granted to High Cotton for the purpose of allowing homeowners of High Cotton residential development who are also members of Timberton Golf Club the right to use said easement to access Timberton Drive; and

WHEREAS, High Cotton will construct a private drive on said easement thereby connecting the streets of the High Cotton development to Timberton Drive.

NOW, THEREFORE, PGS and High Cotton have agreed to the following:

1. At its expense, High Cotton will erect a electronic single gate to be located on the easement with the selection of the gate and control of same to be approved by PGS and High Cotton.
2. The gate control will be either a magnetic card swipe, bar scan or remote system. This program controls for the remotes or cards will be under the control of PGS to be the issuer of same to the Timberton Golf Club/High Cotton development members/homeowners.
3. High Cotton will asphalt the private drive located on the easement (see

ARTICLE XIII

INTERPRETATION - MISCELLANEOUS

Section 1. Conflict. These By-Laws are subordinates and subject to all provisions of the Declaration and to the provisions of the Charter. All the words and expressions in these By-Laws shall have the same meanings, respectively, as are attributed to them by the Declaration, except where such is clearly repugnant to the context.
In the event of any conflict between these By-Laws and the Declaration, the provisions of the Declaration shall control; and in the event of any conflict between these By-Laws and the Charter, the provisions of the Charter shall control.

Section 2. Notices. Unless another type of notice is herein elsewhere specifically provided for, any and all notices called for in these By-Laws shall be given in writing.

Section 3. Severability. In the event any promise or provisions of these By-Laws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provision of these By-Laws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these By-Laws are for convenience only and are not a part of these By-Laws and are not intended in any way to limit or enlarge the terms and provisions of these By-Laws or to aid in the construction thereof.

Section 6. Gender, etc. Whenever in these By-Laws the context so requires, the singular number shall include the plural and the converse, and the use of any gender shall be deemed to include all genders.

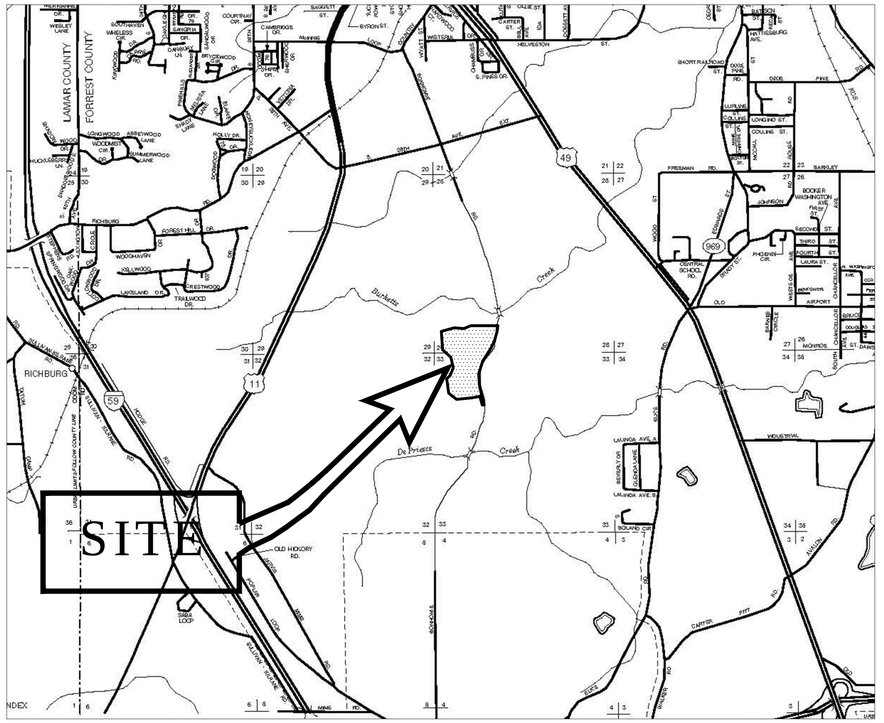
BOOK 1051 PAGE 0141

AS-BUILT PLANS

VINTAGE SPRINGS SUBDIVISION



SITE LOCATION MAP



VICINITY MAP

SCALE: 1" = 2000'

CITY OF HATTIESBURG
FORREST COUNTY
MISSISSIPPI
OCTOBER, 2008

INDEX:

SHEET DESCRIPTION	SHEET NO.
COVER SHEET WITH INDEX	AB-101
SITE LAYOUT	AB-201
LOT LAYOUT	AB-210
FINISHED GRADE PLAN	AB-301
FINISHED GRADE PLAN (GREEN SPACES)	AB-302
TYPICAL ROADWAY SECTIONS	AB-320
SANITARY SEWER PLAN	AB-401
WATER SUPPLY PLAN	AB-410
STORM DRAINAGE PLAN	AB-420
ROADWAY PLAN/PROFILE SHEET INDEX	AB-501
PLAN/PROFILE SHEET (N. FOUNDERS WAY STA 0+00-8+00)	AB-502
PLAN/PROFILE SHEET (N. FOUNDERS WAY STA 8+00-21+00)	AB-503
PLAN/PROFILE SHEET (S. FOUNDERS WAY STA 21+00-36+00)	AB-504
PLAN/PROFILE SHEET (S. FOUNDERS WAY STA 36+00-45+52)	AB-505
PLAN/PROFILE SHEET (VINTAGE PARK STA 0+00-13+51)	AB-506
PAVING/SURFACING/STORM WATER DETAILS	AB-601
DOMESTIC WATER SUPPLY DETAILS	AB-610
SANITARY SEWER DETAILS	AB-620
SANITARY SEWER LIFT STATION DETAILS	AB-621

NOTICE TO THE DRAWING HOLDER

ENVIRONMENTAL MANAGEMENT SERVICES, INC., HEREINAFTER REFERRED TO AS THE ENGINEER, HAS PREPARED AND FURNISHED THE CONSTRUCTION PLANS TO THE OWNER FOR USE ON THIS PROJECT ONLY. THE PLANS SHOULD NOT BE USED ON EXTENSIONS OF THE PROJECT OR ANY OTHER PROJECT. ANY REUSE OF THESE PLANS, 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 FEE ARISING OUT OF OR RESULTING THEREFROM.

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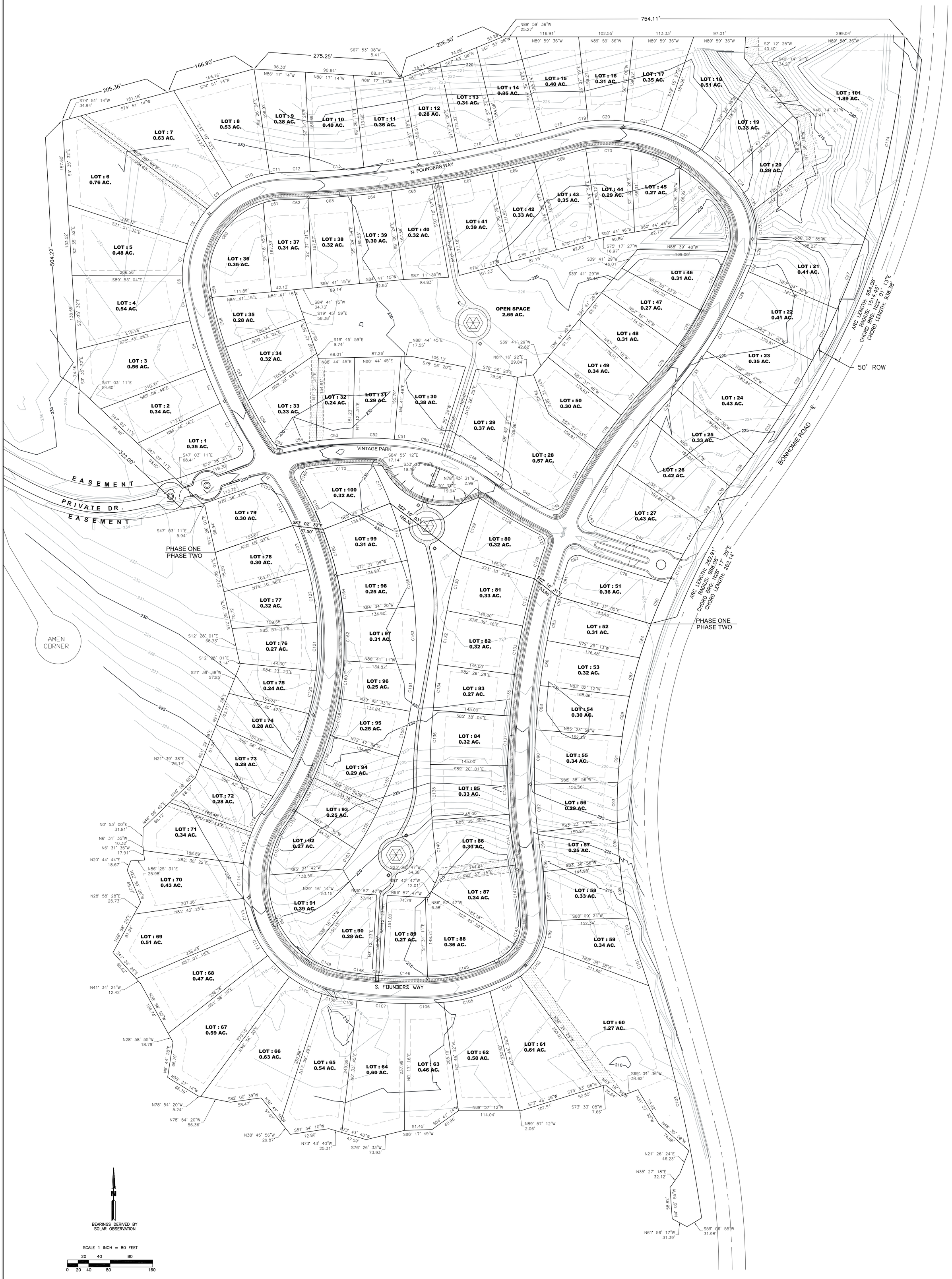
ENVIRONMENTAL MANAGEMENT SERVICES, INC.
P.O. BOX 15380
HATTIESBURG, MS 39404
601-544-5874 • 601-544-0594 (FAX)

PREPARED FOR
HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MS

No.	DATE	SUBMITTALS	BY
			CTJ

SHEET TITLE
COVER SHEET WITH INDEX
VINTAGE SPRIGNS SUBDIVISION
HATTIESBURG, MS

DATE 09-29-08
SCALE N.T.S.
SHEET NO. AB-101
PROJECT NO. 06HA051



PROJECT NO. 06HA051	SHEET TITLE	PREPARED FOR	EMS
SHEET NO. AB-210	LOT LAYOUT	HIGH COTTON PROPERTIES, LLC	ENGINEERING • MAPPING • SURVEYING
SCALE 1" = 80'	VINTAGE SPRINGS SUBDIVISION	HATTIESBURG, MISSISSIPPI	ENVIRONMENTAL MANAGEMENT SERVICES, INC.
DATE 9-29-08	HATTIESBURG, MISSISSIPPI		P.O. BOX 15369 HATTIESBURG, MS 39404 601-544-3674 • 601-544-0504

No.	DATE	REVISION	BY

OFFSITE UTILITY EASEMENT OBTAINED (TIMBERTON GOLF CLUB AND LAND MANAGEMENT, LTD.)

N. FOUNDERS WAY

S. FOUNDERS WAY

VINTAGE PARK

BONHOMIE ROAD

6' WALKING PATH TO BE CONSTRUCTED BY OWNER

PAVILION – TO BE CONSTRUCTED BY OWNER

GREEN SPACE

CONNECTION TO EXISTING CITY WATER SERVICE

TIE IN TO EXISTING TIMBERTON DRIVE

PRIVATE ACCESS DRIVE FOR TIMBERTON GOLF CLUB MEMBERS

EASEMENT

PRIVATE DR.

EASEMENT

TURN AROUND (TYP.)

GATE WITH KEYPAD AND KNOX-BOX ACCESS TO BE CONSTRUCTED BY OWNER

PHASE ONE
PHASE TWO

TIMBERTON GOLF CLUB

AMEN CORNER

PAVILION/ COMMUNITY CENTER TO/BE CONSTRUCTED BY OWNER

6' ASPHALT WALKING PATH (BY OWNER)

4' SIDEWALK (BY HOME BUILDER)

SIDEWALK

KNOX 1650 SERIES (OR EQUAL) EMERGENCY ENTRY KEY LOCKER REQUIRED ON GATE (GATE & LOCKBOX TO BE INSTALLED BY OTHERS)

STUB FOR FUTURE WATER MAIN CONNECTION (INSTALL BLOWOFF VALVE ASSEMBLY)

ACCELERATION/DECELERATION LANE

PHASE ONE
PHASE TWO

10' BUFFER STRIP

400' RADIUS FROM FIRE HYDRANT CENTER

EXISTING 15" RCP CULVERT

GREEN SPACE

PAVILION (BY OWNER)

LIFT STATION WITH PRIVACY FENCE
WET WELLS,
MAIN & FORCE MAIN INSTALLE.
PUMPS/PLUMBING TO BE INSTALLED
DURING PHASE II OF SUBDIVISION BUILD

UNNAMED STREAM

NORTH

SCALE 1 INCH = 80 FEET

20 40 80

0 20 40 80 160

LEGEND

- STREET LIGHT
- ADA COMPLIANT SIDEWALK RAMP REQ'D
- FIRE HYDRANT
- DSTH. — HOME FLOOR PLAN FOOTPRINTS – SHOWN TO INDICATE COMPLIANCE WITH SETBACK REQUIREMENTS
  DSTH. – DESTREHAN PLAN
  M.W. – MADEWOOD PLAN
  CTG. – COTTAGE PLAN
  L.O. – LIVE OAK PLAN
  (FOR REPRESENTATION PURPOSES ONLY – ACTUAL PLANS MAY VARY)
- PROPERTY SETBACKS

NOTES:

1. NAME OF SUBDIVISION: VINTAGE SPRINGS (FORMERLY REFUGE POINT)
2. OWNER: HIGH COTTON PROPERTIES, L.L.C.
   P.O. BOX 15399
   HATTIESBURG, MS 39404
3. ENGINEER: CHRIS JOHNSON, P.E. (#15761)
4. SURVEYOR: LANE FORTENBERRY, P.L.S. (#2909)
5. CURRENT ZONING: R1–A (SUBJECT PROPERTY AND ADJOINING PROPERTIES)
6. TOTAL ACREAGE TO BE SUBDIVIDED: ±49.81 ACRES
7. NUMBER OF LOTS PROPOSED: 101 (10,000 SQ. FT. MIN., 50 FT. MIN. WIDTH AT BUILDING SETBACK LINE)
8. OPEN SPACE: 4.42 ACRES
9. PARCEL IS LOCATED IN FLOOD ZONE "X" (OUTSIDE THE 500–YEAR FLOODPLAIN) AS PER FLOOD INSURANCE RATE MAP NO. 28035C0080 C EFFECTIVE APRIL 2 1990.
10. RIGHT–OF–WAY WIDTHS FOR STREETS IS 50 FEET.
11. TYPICAL ROADWAY SECTION SHALL BE 27' BACK OF CURB TO BACK OF CURB.
12. ALL CORNERS MONUMENTED WITH A ½"X18" REBAR UNLESS OTHERWISE NOTED.
13. CURBS ARE MOUNTABLE INTEGRAL COMBINATION CURB AND GUTTER (MDOT TYPE "2")
14. NO FEDERAL FUNDS WERE BEING USED
15. ALL RESIDENCES WILL BE SINGLE FAMILY UNITS (TYPICAL SINGLE STORY)
16. ALL PUBLIC COMMON USE AREAS SHALL COMPLY WITH ADA CODES
17. FINISH FLOOR ELEVATIONS FOR ALL STRUCTURES SHALL BE 1' GREATER THAN THE HIGHEST STREET CROWN ELEVATION ADJACENT TO THE LOT ON WHICH THE STRUCTURE EXISTS.
18. SEE STORM WATER POLLUTION PREVENTION PLAN ISSUED FOR THIS SITE FOR EROSION CONTROL MEASURES (DATED AUGUST 25, 2006) – MAXIMUM DISTURBED CLEARING & GRADING AREA FOR COMMON DEVELOPMENT: 6.3 AC (ROAD), 4.4 AC (OPEN SPACE) = 10.7 ACRES – SWPPP SUBMITTED TO MDEQ AND CITY OF HATTIESBURG
19. STORM WATER CALCULATIONS AND STORM WATER RETENTION TO BE COORDINATED WITH CITY ENGINEER
20. ONE TREE IS REQUIRED PER 4000 SQ. FT. OF PROJECT AREA; TWO TREES PER LOT TO BE MAINTAINED AT MINIMUM; LANDSCAPING IN OPEN AREAS AND ENTRANCES WILL BE DESIGNED AND IMPLEMENTED AFTER INITIAL CONSTRUCTION ACTIVITIES ARE COMPLETE.

PROJECT NO. 06HA051
SHEET NO. AB–201
SCALE 1" = 80'
DATE 09–29–08

SHEET TITLE

SITE LAYOUT

VINTAGE SPRINGS SUBDIVISION
HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION	BY

PREPARED FOR

HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

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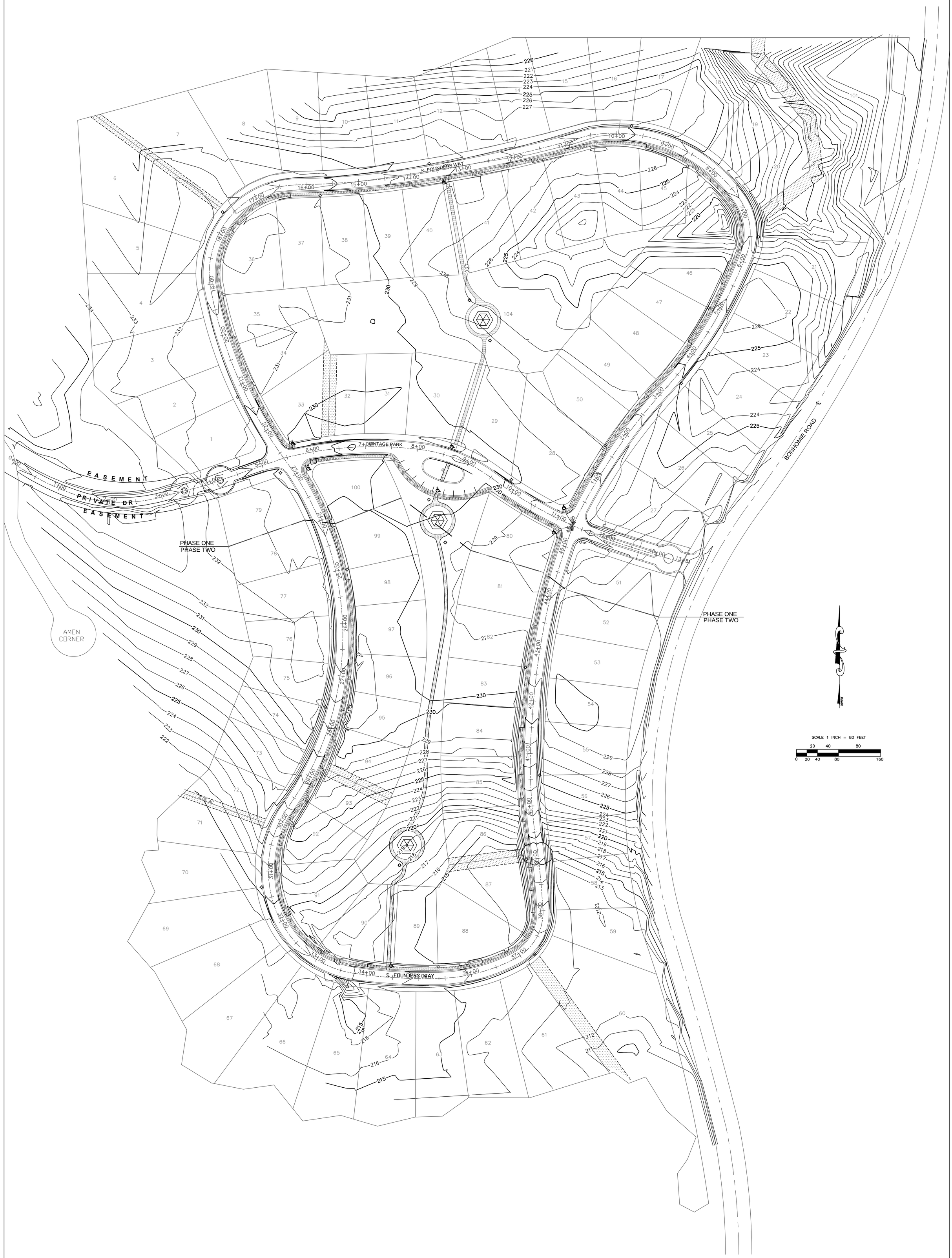

PROJECT NO.	SHEET NO.	SCALE	DATE
06HA051	AB-301	1" = 80'	09-29-08

SHEET TITLE

FINISHED GRADE PLAN
VINTAGE SPRINGS SUBDIVISION
HATTIESBURG, MS

No.	DATE	REVISIONS	BY

PREPARED FOR

HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MS

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HATTIESBURG, MS 39404
601-544-3674 • 601-544-0504 (FAX)

PRC: 16+18.05

363' of 8 Inch PVC @ 0.26%

PCC: 14+54.12

121' of 15 Inch HDPE @ 1.04%

C-7
24" X 24" GRATE INLET REQ'D
N: 4140.21
E: 3916.63
RIM:228.32
SUMP:224.11
INV IN:224.11 15" HDPE
INV OUT:224.11 18" HDPE

363' of 18 Inch HDPE @ 1.13%

6' WALKING PATH
TO BE CONSTRUCTED
BY OWNER

PAVILION - TO BE
CONSTRUCTED BY OWNER

GREEN
SPACE

C-8
27" X 27" GRATE INLET REQ'D
N: 4300.78
E: 4368.64
RIM:223.05
SUMP:220.01
INV IN:220.01 18" HDPE
INV OUT:220.01 24" HDPE

C-6
24" X 24" GRATE INLET REQ'D
N: 4140.21
E: 3916.63
RIM:228.32
SUMP:225.37
INV IN:225.37 15" HDPE
INV OUT:225.37 15" HDPE

C-9
24" HDPE FES REQ'D
N: 4361.97
E: 4600.17
INV IN:218.50 24" HDPE

PCC: 7+41.62

MH-C

B-2

B-3

B-4
30" FES-REQ'D
N: 4391.46
E: 4736.47

16' of 30 Inch RCP @ 0.53%

B-1
30" FES REQ'D
N: 4381.40
E: 4681.80

30' of 30 Inch RCP @ 0.90%

11' of 30 Inch RCP @ 5.99%

CURVE C-5
L=157.01
R=150.00
CL=150.27
CB=N5° 40' 47"W

PCC: 8+98.61

240' of 24 Inch HDPE @ 0.41%

220' of 8 Inch PVC @ 0.99%

STA:5+38.13
EL:223.45

CURVE C-4
L=48.25
R=50.00
CL=46.42
CB=N33° 43' 42"E

MH-B

PCC: 4+49.91

CURVE C-3
L=48.25
R=50.00
CL=46.42
CB=N33° 43' 42"E

PRC: 3+01.67

356' of 8 Inch PVC @ 0.66%

CURVE C-11
L=720.44
R=562.77
CL=672.24
CB=50° 08' 48"E

SIDEWALK TO BE CONSTRUCTED BY
HOMEBUILDERS AFTER HOME CONSTRUCTION

VINTAGE PARK

PCC: 7+98.56

6' ASPHALT
WALKING PATH
(BY OWNER)

PAVILION/
COMMUNITY
CENTER TO BE
CONSTRUCTED BY OWNER

CURVE C-21
L=155.01
R=290.96
CL=153.19
CB=S68° 41' 08"E

PRC: 9+53.57

D-3
PRECAST C.B. REQ'D: (24" X 24")
STA:39+88.89 OFF:-152.62L
RIM:218.03
SUMP:213.75
INV IN:213.75 15" RCP
INV OUT:213.75 15" RCP

D-4
PRECAST C.B. REQ'D:(24X24")
STA:39+07.76 OFF:-178.47L
RIM:218.03
SUMP:213.75
INV IN:212.75 15" RCP
INV OUT:212.75 15" RCP

64' of 15 Inch HDPE @ 3.56%

153' of 15 Inch HDPE @ 0.50%

SCALE 1 INCH = 30 FEET
7.5 15 30
0 7.5 15 30 60

SCALE 1 INCH = 30 FEET
7.5 15 30
0 7.5 15 30 60

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601-544-5888 601-544-5889

PREPARED FOR

HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION	BY

SHEET TITLE

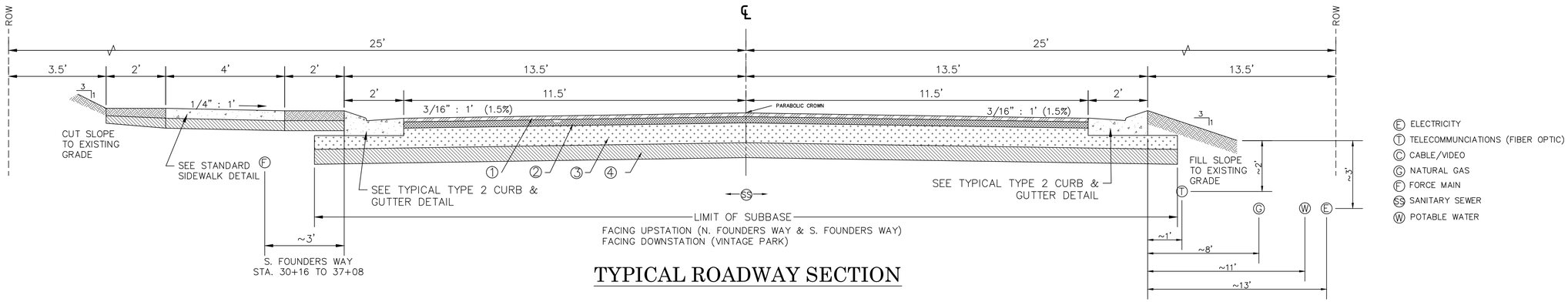
GRADING PLAN (GREEN SPACES)
VINTAGE SPRINGS SUBDIVISION
HATTIESBURG, MISSISSIPPI

DATE
09-29-08

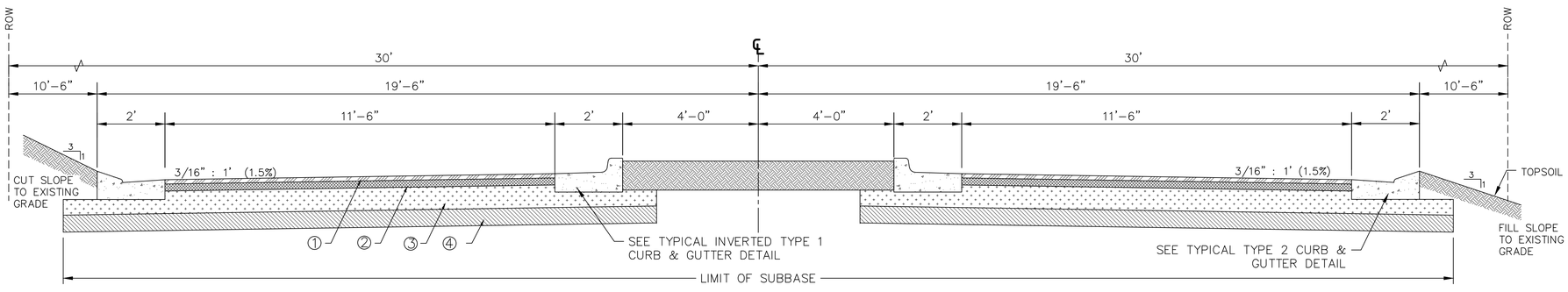
SCALE
1" = 30'

SHEET NO.
AB-302

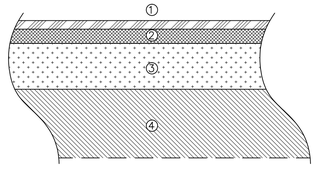
PROJECT NO.
06HA051



TYPICAL ROADWAY SECTION



TYPICAL ENTRY ROADWAY SECTION



① 1 1/2" SURFACE COURSE (SC-1)

② 2 1/2" BLACK BASE (BB-1)

③ 8" CLASS "B" LIME TREATMENT (7%) OR SOIL CEMENT (5%) (IF REQ'D)

④ EXISITNG SUBGRADE COMPACTED TO 95% OF MAXIMUM DENSITY BY STANDARD PROCTOR (ASTM D-698)

TYPICAL ASPHALT PAVING DETAIL

FOR AREAS WITH LESS THAN TWO (2) FEET OF FILL

NOTES:

1. BLACK BASE TO BE LAID DURING INITIAL PHASE OF PROJECT – SURFACE COURSE TO BE ADDED AFTER A MAJORITY OF HOMES HAVE BEEN CONSTRUCTED AT CITY ENGINEER'S DIRECTION.

2. SIDEWALK TO BE CONSTRUCTED BY HOME BUILDERS.

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HATTIESBURG, MS 39404
(601) 544-8222 • (601) 544-8333 (FAX)

PREPARED FOR
HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION	BY

SHEET TITLE
TYPICAL ROADWAY SECTIONS
VINTAGE SPRINGS SUBDIVISION
HATTIESBURG, MS

DATE 09-29-08
SCALE N.T.S.
SHEET NO. AB-320
PROJECT NO. 06HA051

EXISTING MANHOLE E-393
E383
404'
12"
E335
409'
12"
UTILITY EASEMENT
DRAINAGE EASEMENT
MH-D
MH-E
S. FOUNDERS WAY
400' OF 8 inch PVC @ 0.31%
178°
135°
276' OF 8 inch PVC @ 0.51%
MH-C
98°
MH-F
120°
110°
367' OF 8 inch PVC @ 0.26%
212' OF 8 inch PVC @ 3.13%
MH-G
143°
282' OF 8 inch PVC @ 0.63%
220' OF 8 inch PVC @ 0.99%
MH-B
53°
104
6' WALKING PATH
DRAINAGE EASEMENT
123°
MH-H
VINTAGE PARK
327' OF 8 inch PVC @ 1.05%
MH-I
67°
MH-A
356' OF 8 inch PVC @ 0.66%
BONHOMIE ROAD
EASEMENT
PRIVATE DR.
EASEMENT
1877'
6"
PHASE ONE
PHASE TWO
137' OF 8 inch PVC @ 0.39%
6' WALKING PATH
SINGLE-FAMILY : 103
282535.42 SQ FT
6.49 ACRES
MH-P
E319
329'
8"
AMEN CORNER
E320
178°
8"
E321
EL. 214.0'
MH-K
175'
6"
MH-J
387' OF 8 inch PVC @ 1.07%
MH-O
172°
44.5'
8"
EXISTING MANHOLE E-322
E322
EL. 213.1'
420' OF 8 inch PVC @ 1.77%
E325
4" FORCE MAIN
314'
8"
UTILITY EASEMENT
DRAINAGE EASEMENT
370' OF 8 inch PVC @ 2.46%
E323
EL. 211.8'
MH-L
116°
234'
8"
E324
235' OF 8 inch PVC @ 0.77%
131°
MH-M
360' OF 8 inch PVC @ 1.24%
S. FOUNDERS WAY
MH-N
92°
4" FORCE MAIN
4" PVC FORCE MAIN
GRAVEL DRIVE (10'-0") WIDE FOR LIFT STATION ACCESS
WET WELLS INSTALLED DURING PHASE I (2008) PUMPS AND PLUMBING INSTALLED DURING PHASE II (2015)
LIFT STATION LS-1
RIM: 213.24
SUMP: 203.24
INV IN: 207.05 8" PVC
INV OUT: 209.24 4" PVC
SEE SHT C-621 FOR DETAIL
LIFT STATION ENCLOSED WITHIN WOODEN FENCE WITH (2) 6' GATES OPENING TO ROAD - SEE DETAILS FOR ARRANGEMENT.
DRAINAGE EASEMENT
UNNAMED STREAM
PHASE ONE
PHASE TWO

NORTH

SCALE 1 INCH = 80 FEET
20 40 80
0 20 40 80 160

SANITARY SEWER NOTES:

1. ALL GRAVITY SEWER MAINS ARE 8" DIAMETER SDR 26 PVC PIPE; FORCE MAIN IS 4" DIAMETER SDR26 PVC PIPE.
2. ALL SEWER SERVICES SHALL BE 6" DIAMETER SDR 26 PVC.
3. WATER AND SEWER MAINS ARE SEPARATED 10 FEET HORIZONTALLY. MINIMUM VERTICAL SEPARATION SHALL BE NO LESS THAN 1.5 FEET.
4. MINIMUM COVER FOR SEWER MAINS IS 3 FEET.

LEGEND

- STREET LIGHT
- EXISTING SANITARY SEWER MANHOLE
- SANITARY SEWER MANHOLE MH-M
- SANITARY SEWER MAIN
- SANITARY SEWER SERVICE

PROJECT NO. HIGO-06-001
SHEET NO. AB-401
SCALE 1" = 80'
DATE 09-29-15

SHEET TITLE
SANITARY SEWER AS-BUILT
VINTAGE SPRINGS PHASE I SUBDIVISION
PHASE I & PHASE II
HATTIESBURG, MS

No.	DATE	REVISIONS	BY
3	09-29-2015	PHASE II AS-BUILT PLANS ISSUED	CTJ
2	11-19-08	PHASE I AS-BUILT PLANS ISSUED	CTJ
1	12-28-06	ORIGINAL SUBMITTAL FOR REVIEW BY MS DEPT. OF ENVIRONMENTAL QUALITY	CTJ

PREPARED FOR
HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MS

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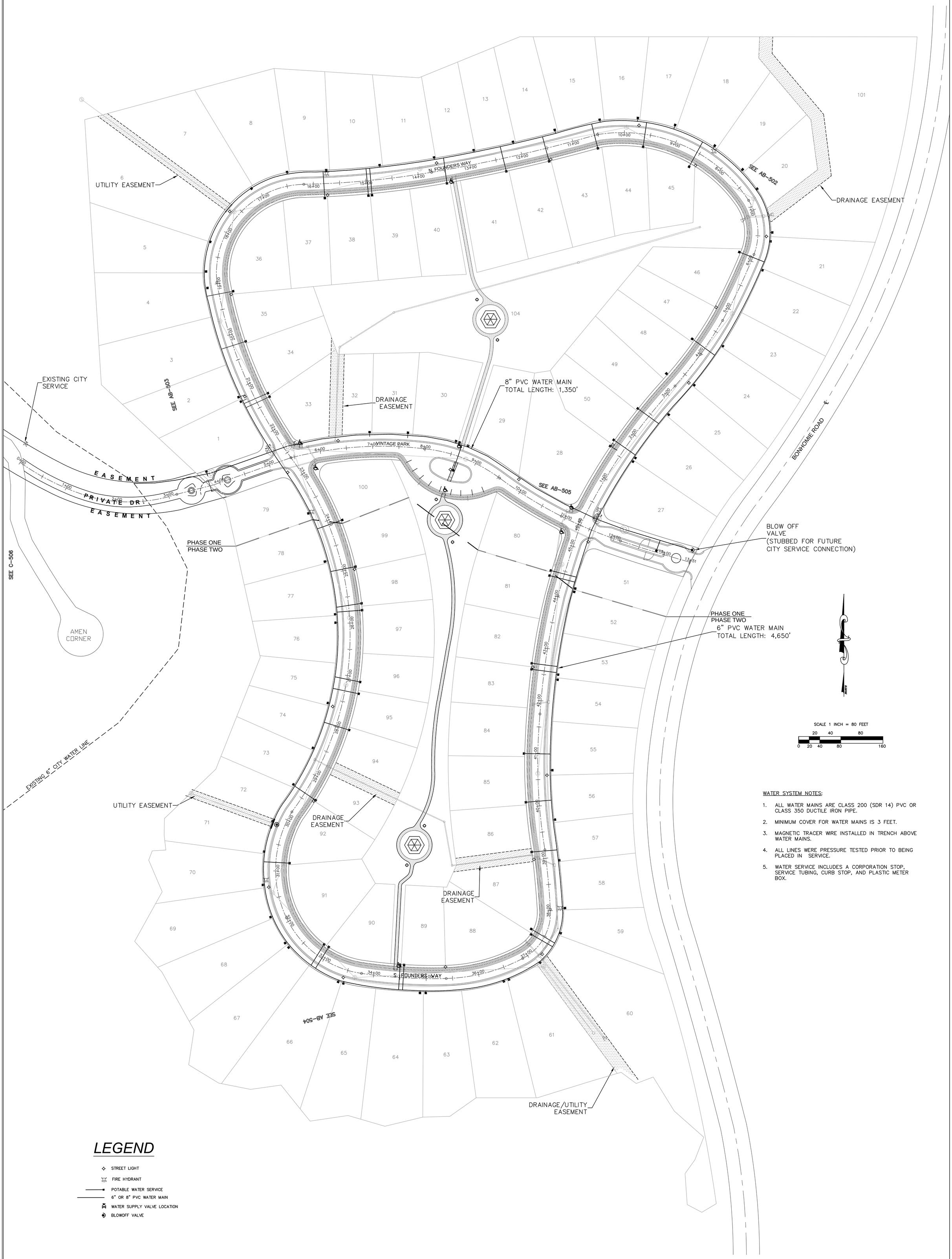
P.O. BOX 15369
HATTIESBURG, MS 39404
601-544-3674 • 601-544-0504 (FAX)



SCALE 1 INCH = 80 FEET

20 40 80

0 20 40 80 160

WATER SYSTEM NOTES:

1. ALL WATER MAINS ARE CLASS 200 (SDR 14) PVC OR CLASS 350 DUCTILE IRON PIPE.
2. MINIMUM COVER FOR WATER MAINS IS 3 FEET.
3. MAGNETIC TRACER WIRE INSTALLED IN TRENCH ABOVE WATER MAINS.
4. ALL LINES WERE PRESSURE TESTED PRIOR TO BEING PLACED IN SERVICE.
5. WATER SERVICE INCLUDES A CORPORATION STOP, SERVICE TUBING, CURB STOP, AND PLASTIC METER BOX.

LEGEND

- STREET LIGHT
- FIRE HYDRANT
- POTABLE WATER SERVICE
- 6" OR 8" PVC WATER MAIN
- WATER SUPPLY VALVE LOCATION
- BLOWOFF VALVE

PROJECT NO. 06HA051

SHEET NO. AB-410

SCALE 1" = 80'

DATE 09-29-08

SHEET TITLE

DOMESTIC WATER SUPPLY PLAN
VINTAGE SPRINGS SUBDIVISION
HATTIESBURG, MS

No.	DATE	REVISIONS	BY

PREPARED FOR

HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MS

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HATTIESBURG, MS 39404
601-544-3674 • 601-544-0504 (FAX)

UTILITY EASEMENT

DRAINAGE EASEMENT

SEE AB-502

SEE AB-503

SEE AB-505

SEE AB-506

SEE AB-504

EASEMENT

EASEMENT

DRAINAGE EASEMENT

DRAINAGE EASEMENT

DRAINAGE EASEMENT

UTILITY EASEMENT

B-1
30" FES REQ'D
N: 4381.40
E: 4681.89

B-2

B-3

B-4
30" FES REQ'D
N: 4391.46
E: 4736.47

C-9
24" HDPE FES REQ'D
N: 4367.87
E: 4600.17

C-1 C-2 C-3 C-4 C-5 C-6 C-7 C-8

A-1 A-2 A-3 A-4 A-5

D-1 D-2 D-3 D-4

E-1 E-2

E-3
24" FES REQ'D
N: 2828.07
E: 4418.10

F-1 F-2 F-3

G-1 G-2

100# RIP RAP W/TYPE V
FILTER FABRIC 10' øX18"D

DRAINAGE/UTILITY
EASEMENT

DITCH DRAINS TO EXISTING BRANCH

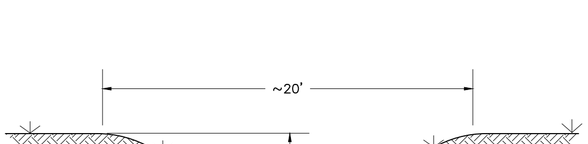
AMEN
CORNER

SCALE 1 INCH = 80 FEET

0 20 40 80 160

LEGEND

- STREET LIGHT
- (A-1) STORM DRAINAGE STRUCTURE IDENTIFICATION



TYPICAL DRAINAGE DITCH CROSS SECTION

(NOT TO SCALE)

PROJECT NO. 06HA051
SHEET NO. AB-420
SCALE 1" = 80'
DATE 09-29-08

SHEET TITLE

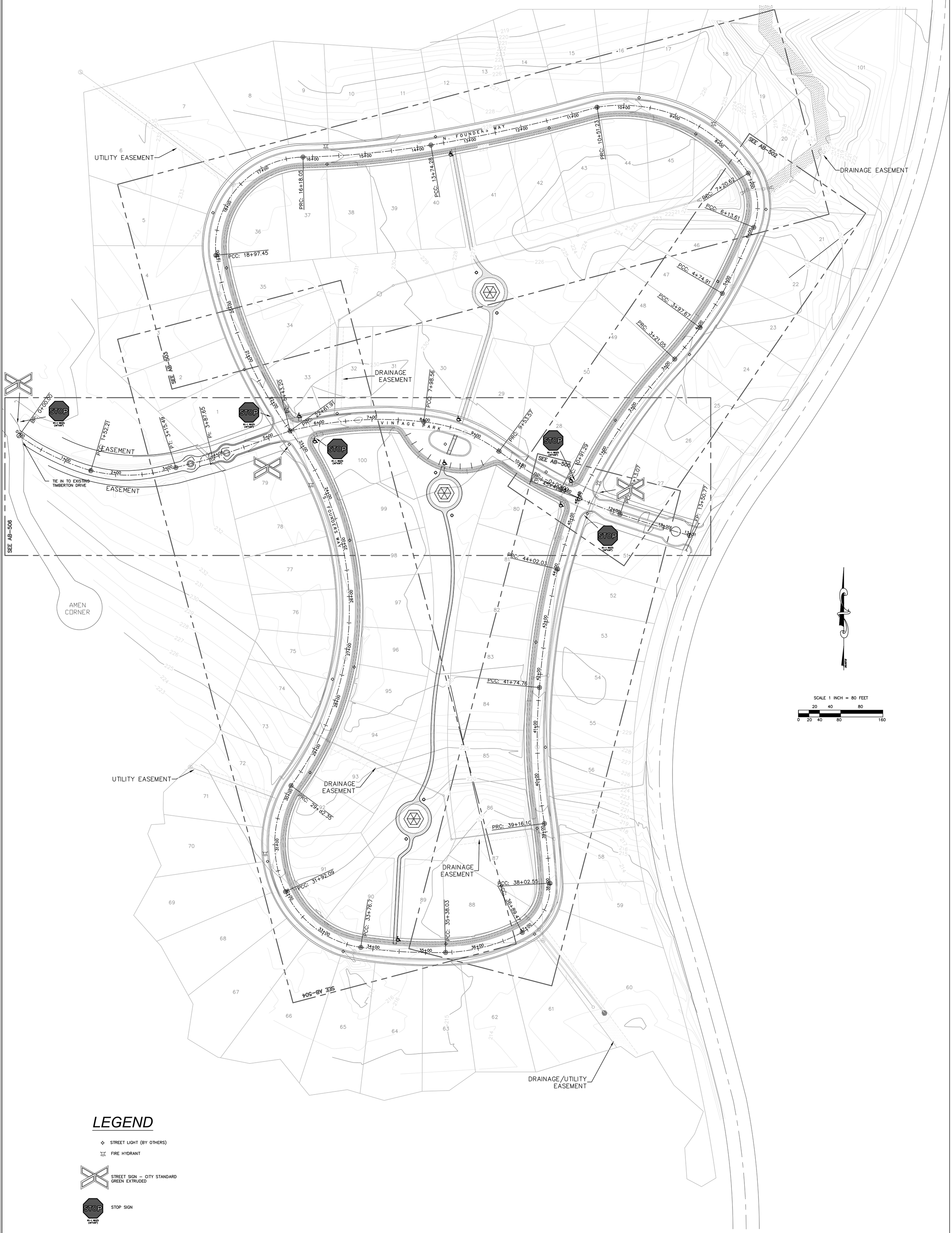
STORM DRAINAGE PLAN
VINTAGE SPRINGS SUBDIVISION
HATTIESBURG, MS

No.	DATE	REVISIONS	BY

PREPARED FOR

HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MS

EMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES INC.
P.O. BOX 15369
HATTIESBURG, MS 39404
601-544-3674 • 601-544-0504 (FAX)



LEGEND

- STREET LIGHT (BY OTHERS)
- FIRE HYDRANT
- STREET SIGN – CITY STANDARD GREEN EXTRUDED
- STOP SIGN

PROJECT NO.	06HA051
SHEET NO.	AB-501
SCALE	1" = 80'
DATE	09-29-08

SHEET TITLE

ROADWAY PLAN/PROFILE SHEET INDEX
VINTAGE SPRINGS SUBDIVISION
HATTIESBURG, MS

No.	DATE	REVISIONS	BY

PREPARED FOR

HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MS

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HATTIESBURG, MS 39404
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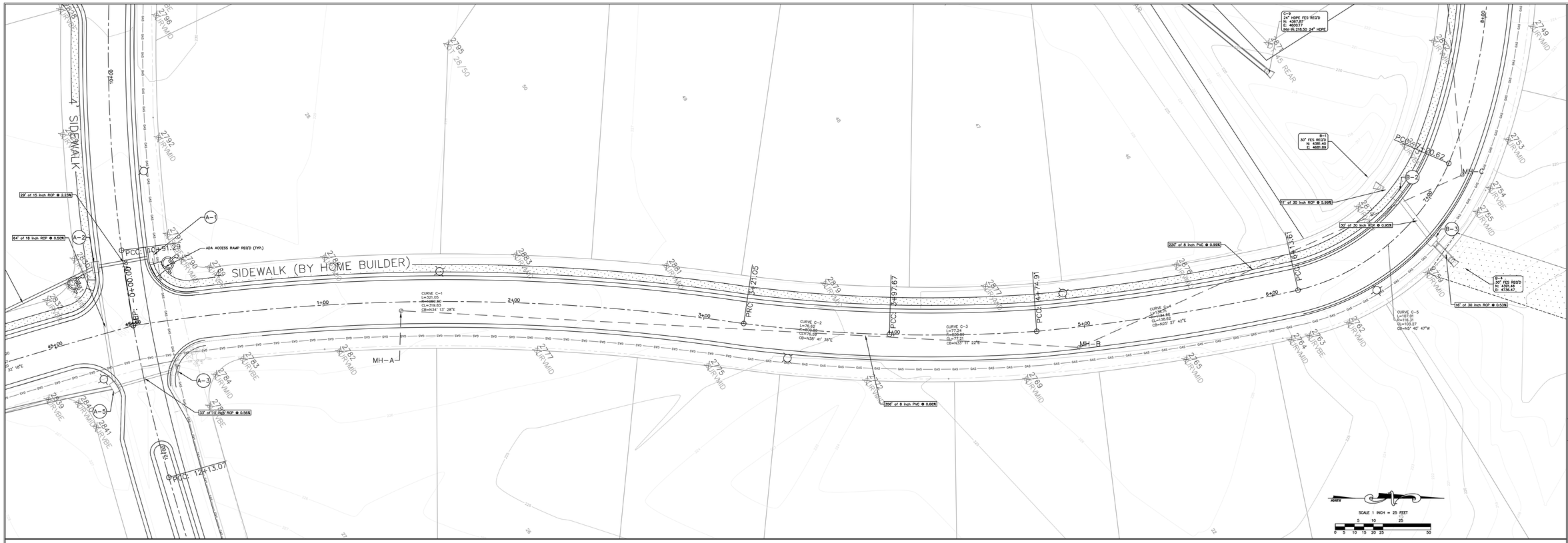

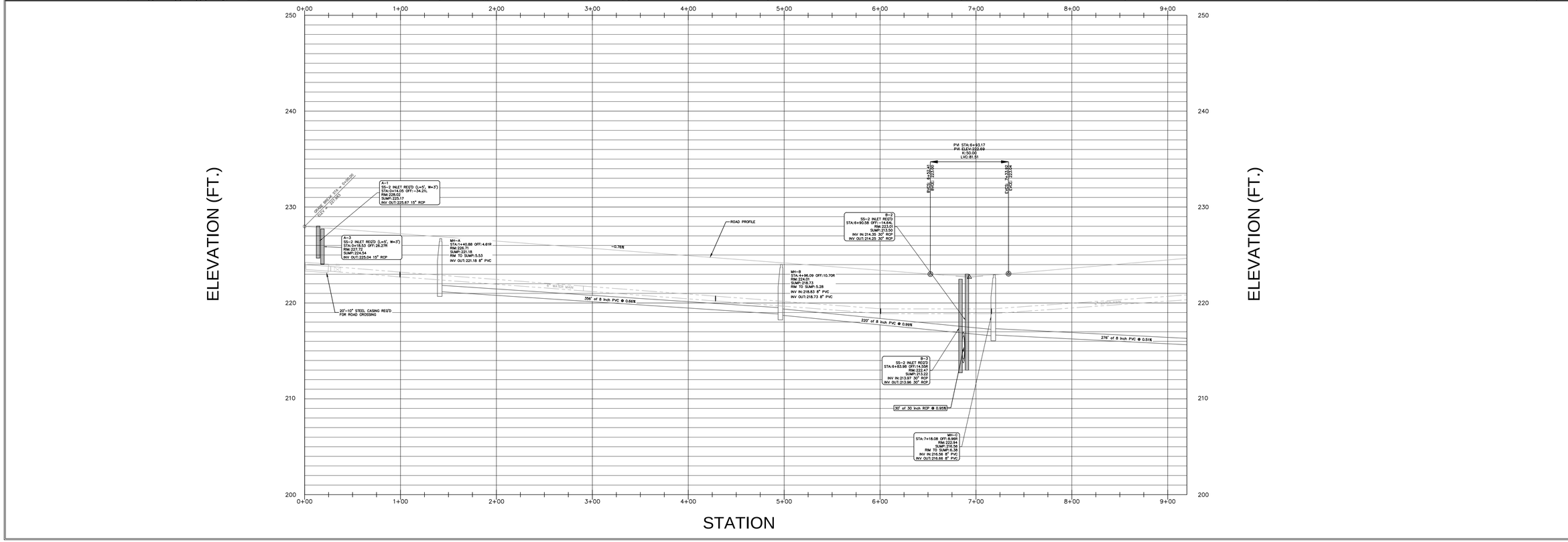

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601-544-3674 • 601-544-0504

PREPARED FOR

HIGH COTTON PROPERTIES, LLC

HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION	BY
2	11-19-08	AS-BUILT PLANS ISSUED	CTJ
1	12-28-06	ORIGINAL SUBMITTAL FOR REVIEW BY MS DEPT. OF ENVIRONMENTAL QUALITY	CTJ

SHEET TITLE

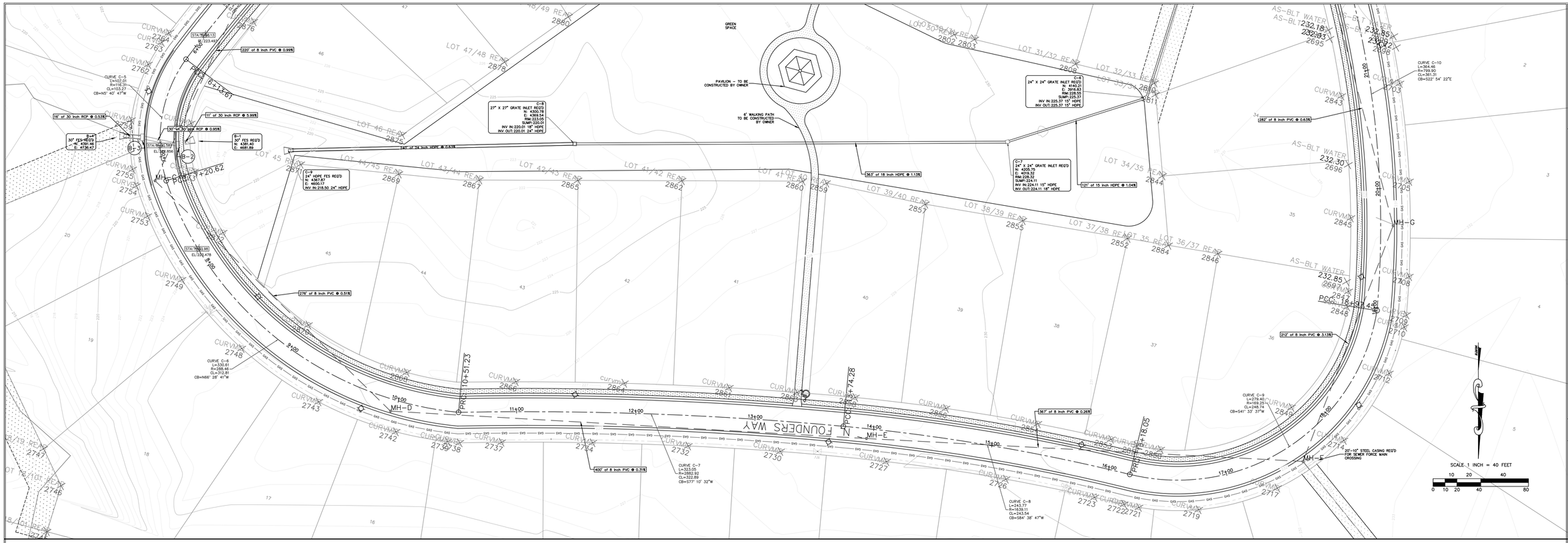
PLAN/PROFILE SHEET
(N. FOUNDERS WAY STA 0+00 – 8+00)
VINTAGE SPRINGS SUBDIVISION
PHASE I
HATTIESBURG, MISSISSIPPI

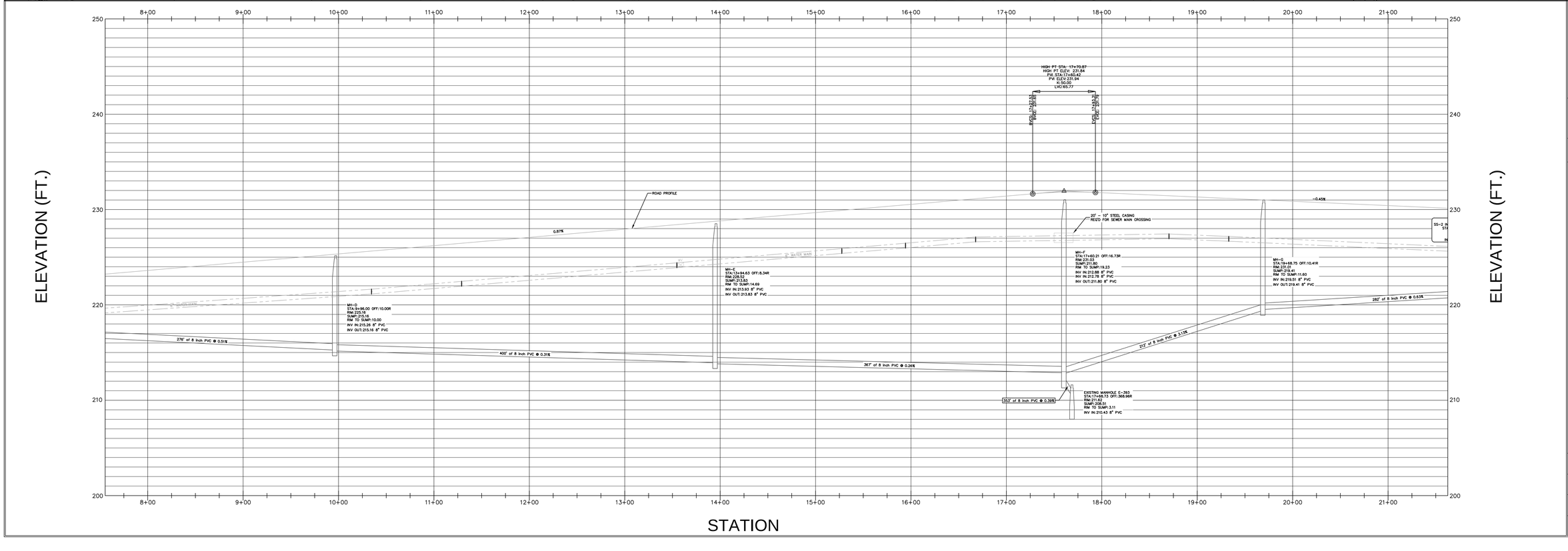
DATE 11-20-08

SCALE 1" = 25'

SHEET NO. AB-502

PROJECT NO. HIGO-06-001





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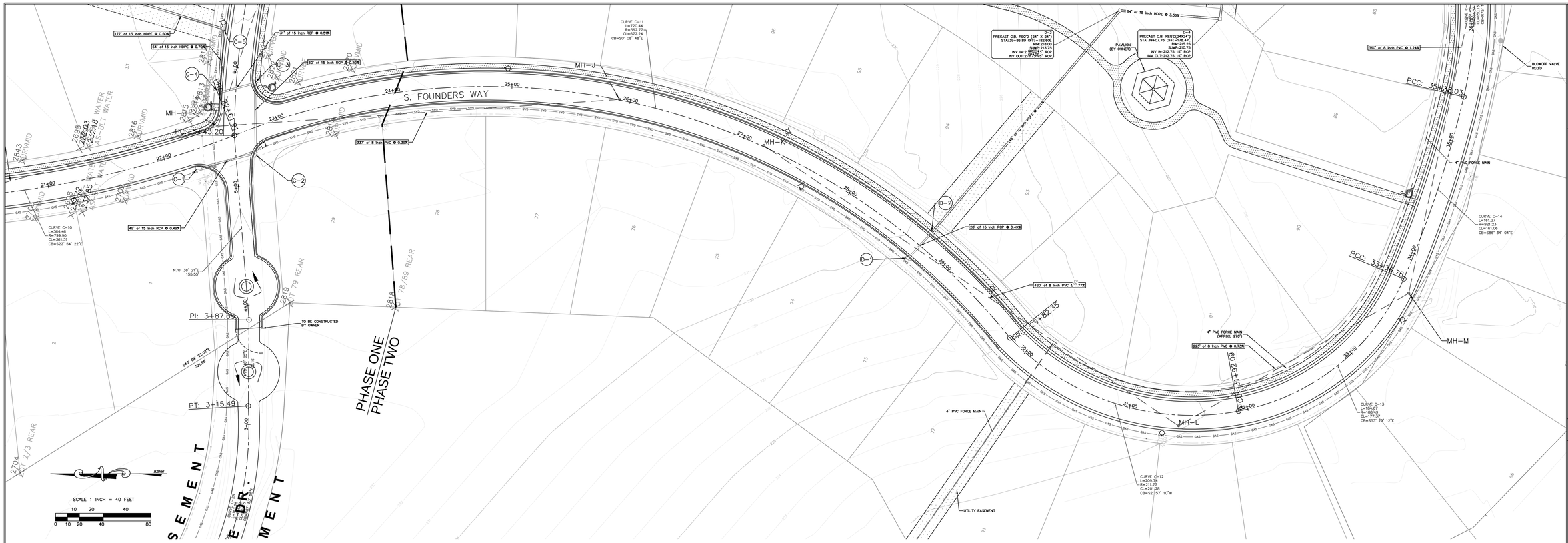
PREPARED FOR

HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION	BY
2	11-19-08	AS-BUILT PLANS ISSUED	CTJ
1	12-28-06	ORIGINAL SUBMITTAL FOR REVIEW BY MS DEPT. OF ENVIRONMENTAL QUALITY	CTJ

SHEET TITLE
PLAN/PROFILE SHEET
(N. FOUNDERS WAY STA 8+00 – 21+00)
VINTAGE SPRINGS SUBDIVISION
PHASE I
HATTIESBURG, MISSISSIPPI

DATE 11-20-08
SCALE 1" = 40'
SHEET NO. AB-503
PROJECT NO. HIGO-06-001



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ENVIRONMENTAL • LAND PLANNING • SURVEYORS, INC.
P.O. BOX 13067
HATTIESBURG, MS 39404
601-544-3674 • 601-544-6504

PREPARED FOR
HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION	BY
1	11-19-08	AS-BUILT PLANS ISSUED	GTJ
2	12-23-08	ORIGINAL SUBMITTAL FOR REVIEW BY MS. DEPT. OF ENVIRONMENTAL QUALITY	GTJ

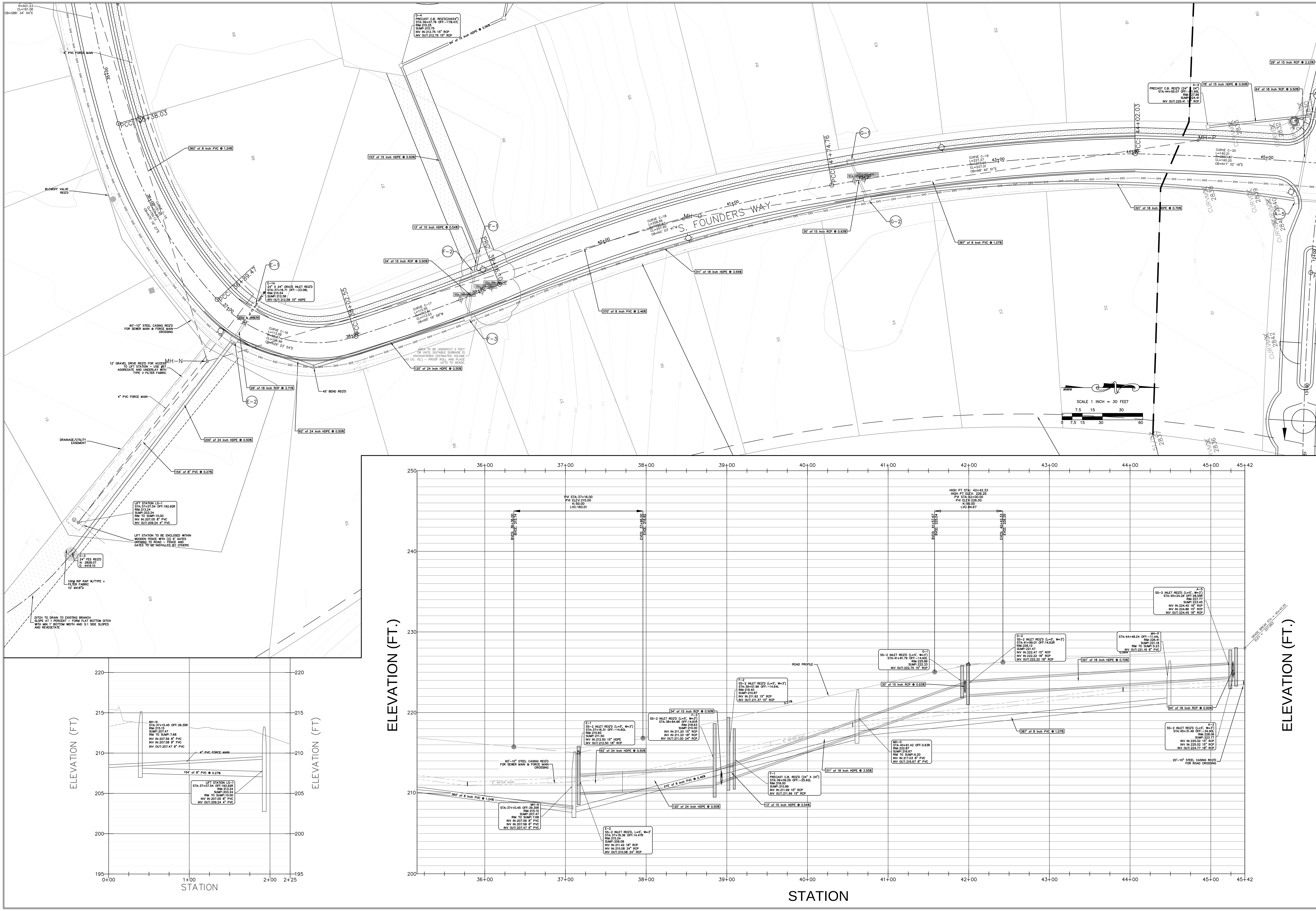
SHEET TITLE
PLAN/PROFILE SHEET
(S. FOUNDERS WAY STA 21+00 - 36+00)
VINTAGE SPRINGS SUBDIVISION
PHASE I
HATTIESBURG, MISSISSIPPI

DATE
11-20-08

SCALE
1" = 40'

SHEET NO.
AB-504

PROJECT NO.
HIGO-06-001



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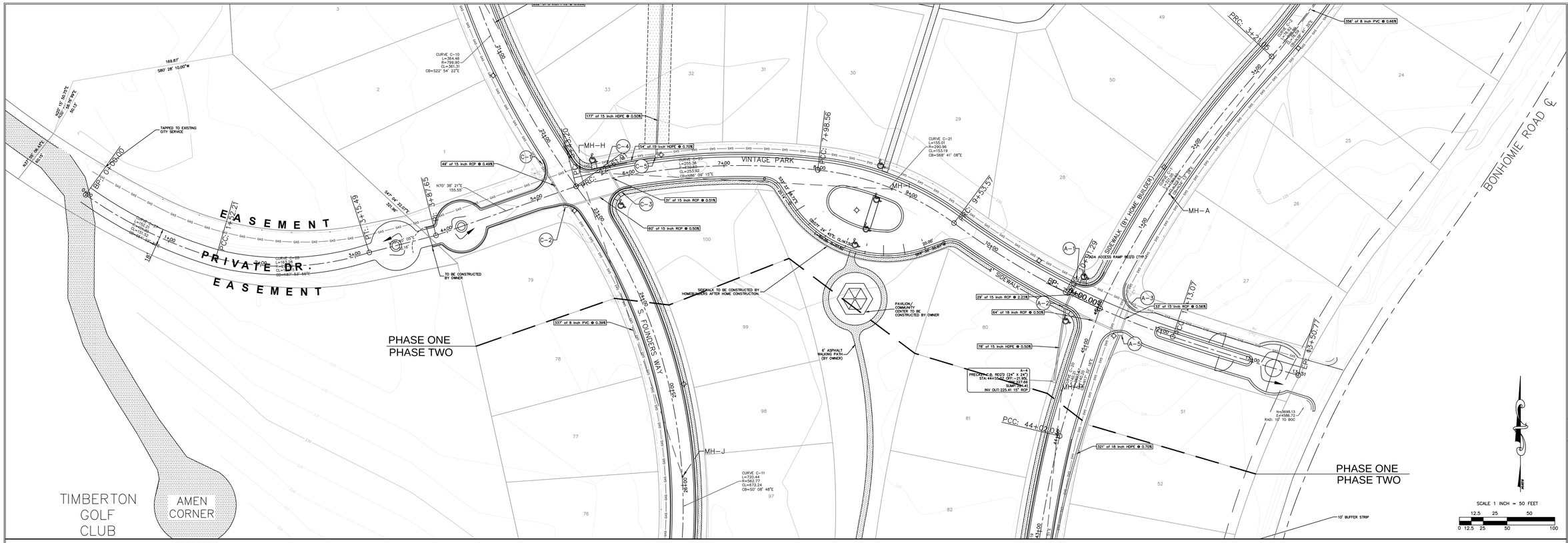
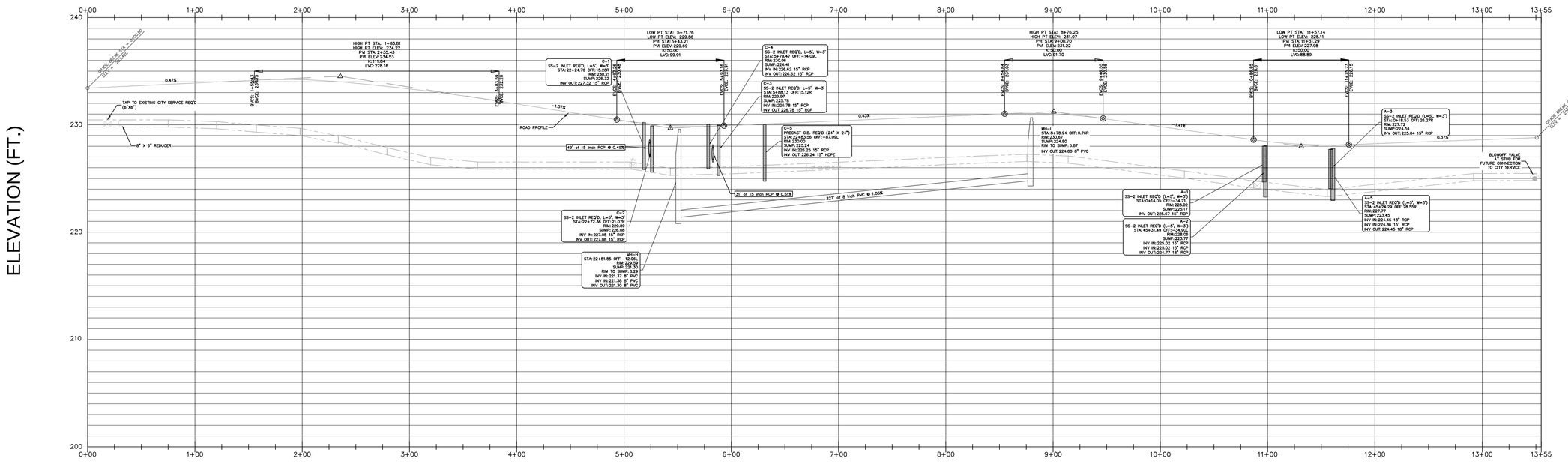
PREPARED FOR
HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION	BY
2	11-19-08	AS-BUILT PLANS ISSUED	CTJ
1	12-28-06	ORIGINAL SUBMITTAL FOR REVIEW BY MS DEPT. OF ENVIRONMENTAL QUALITY	CTJ

SHEET TITLE
PLAN/PROFILE SHEET
(S. FOUNDERS WAY STA 36+00 - 45+52)
VINTAGE SPRINGS SUBDIVISION
PHASE I
HATTIESBURG, MISSISSIPPI

DATE 11-20-08
SCALE 1" = 30'
SHEET NO. AB-505
PROJECT NO. HIGO-06-001





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ENVIRONMENTAL • LAND PLANNING • SURVEYING
P.O. BOX 13007
HATTIESBURG, MS 39404
601-544-3674 • 601-544-6594

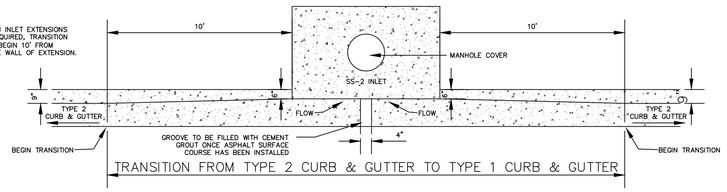
PREPARED FOR
HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION	BY
2	11-19-08	AS-BUILT PLANS ISSUED	CTJ
1	12-26-06	ORIGINAL SUBMITTAL FOR REVIEW BY MS. DEPT. OF ENVIRONMENTAL QUALITY	CTJ

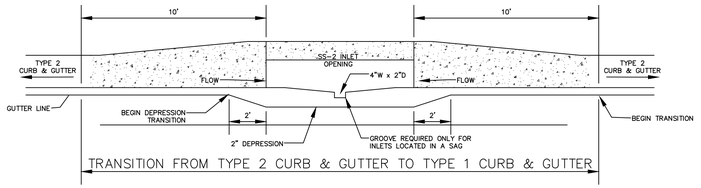
SHEET TITLE
PLAN/PROFILE SHEET
(VINTAGE PARK STA 0+00 – 13+51)
VINTAGE SPRINGS SUBDIVISION
PHASE I
HATTIESBURG, MISSISSIPPI

DATE 11-20-08
SCALE 1" = 50'
SHEET NO. AB-506
PROJECT NO. HIGO-06-001

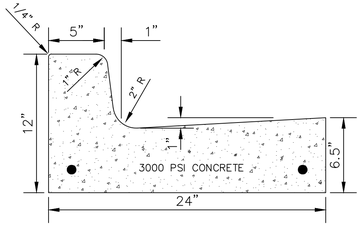
NOTE:
1. IF CURB INLET EXTENSIONS ARE REQUIRED, TRANSITION SHALL BEGIN 10' FROM OUTSIDE WALL OF EXTENSION.



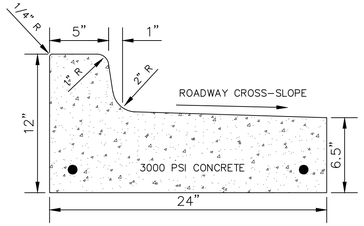
PLAN OF CURB TRANSITION DETAIL INTO SS-2 INLET



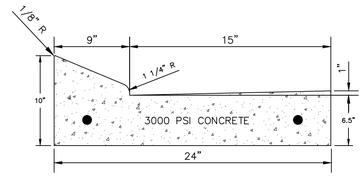
PROFILE OF CURB TRANSITION DETAIL INTO SS-2 INLET



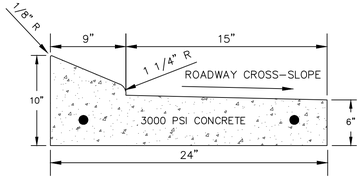
TYPICAL TYPE 1 CURB & GUTTER
COMBINATION DETAIL



TYPICAL INVERTED TYPE 1 CURB & GUTTER
COMBINATION DETAIL



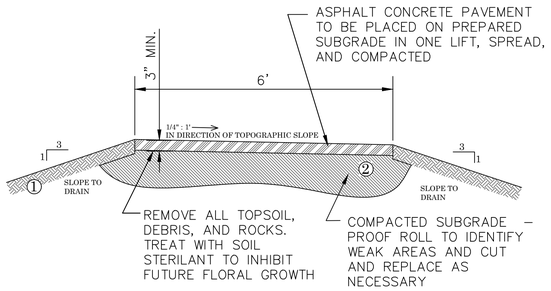
TYPICAL TYPE 2 CURB & GUTTER
COMBINATION DETAIL



TYPICAL INVERTED TYPE 2 CURB & GUTTER
COMBINATION DETAIL

NOTE:
EXPANSION JOINTS AND CONTROL JOINTS ARE REQUIRED TRANSVERSE TO THE EDGE OF PAVEMENT EVERY 60 FEET AND 20 FEET, RESPECTIVELY. TWO 3/4" SMOOTH DOWEL BARS, 15" IN LENGTH ARE REQUIRED AT ALL EXPANSION JOINTS.

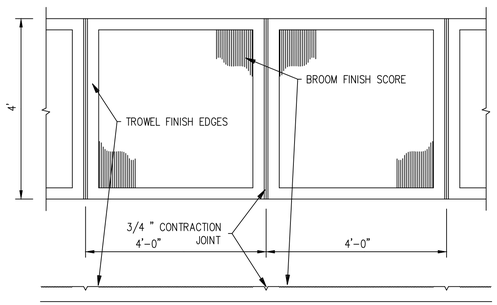
CONCRETE SHALL HAVE A MAXIMUM 4" SLUMP



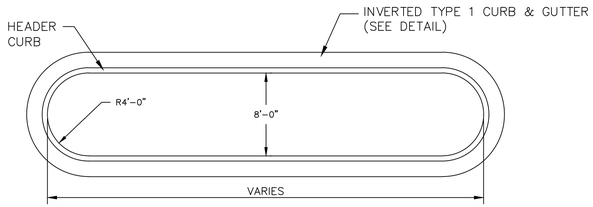
WALKING PATH DETAIL

① TOPSOIL

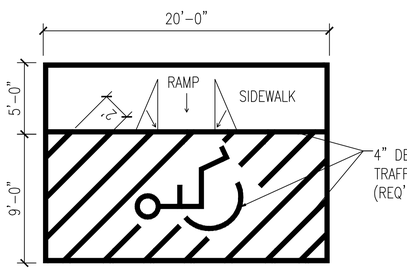
② EXISITNG SUBGRADE COMPACTED TO 90% OF MAXIMUM DENSITY BY STANDARD PROCTOR (ASTM D-698)



SIDEWALK FINISH DETAIL

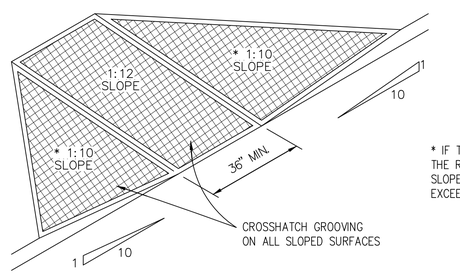


TYPICAL CONCRETE LANDSCAPE ISLAND



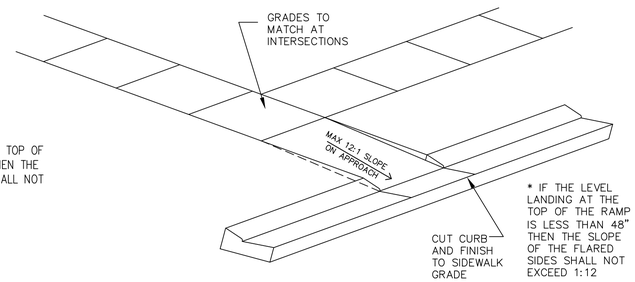
NOTES:
1. IF THE LEVEL LANDING AT THE TOP OF THE RAMP IS LESS THAN 48" THEN THE SLOPE OF THE FLARED SIDES SHALL NOT EXCEED 1:12
2. STANDARD PARKING SPACES SHALL BE 9'-0"x 18'-0".
3. STANDARD PARKING SPACE STRIPING SHALL BE 4" WIDE WHITE

HANDICAP PARKING DETAIL



* IF THE LEVEL LANDING AT THE TOP OF THE RAMP IS LESS THAN 48" THEN THE SLOPE OF THE FLARED SIDES SHALL NOT EXCEED 1:12

SIDEWALK RAMP DETAIL



SIDEWALK RAMP DETAIL

EMS
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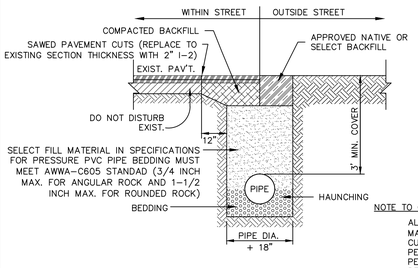
ENVIRONMENTAL • LAND SERVICES INC.
P.O. BOX 13287
HATTIESBURG, MS 39404
601-582-8335 (601-582-8336 FAX)

PREPARED FOR
HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

REVISION | DATE | No.

SHEET TITLE
PAVING/SURFACING/STORM WATER DETAILS
VINTAGE SPRINGS SUBDIVISION
HATTIESBURG, MS

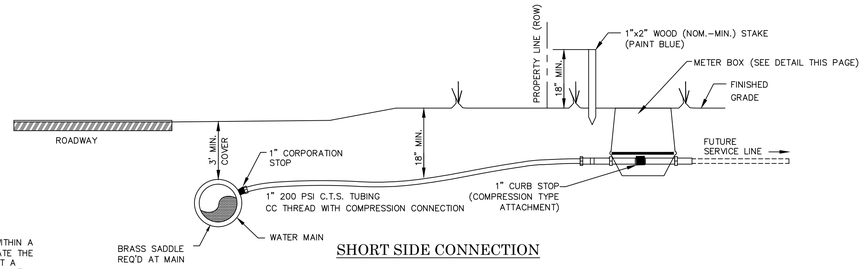
DATE 9-29-08
SCALE N.T.S.
SHEET NO. AB-601
PROJECT NO. 06HA051



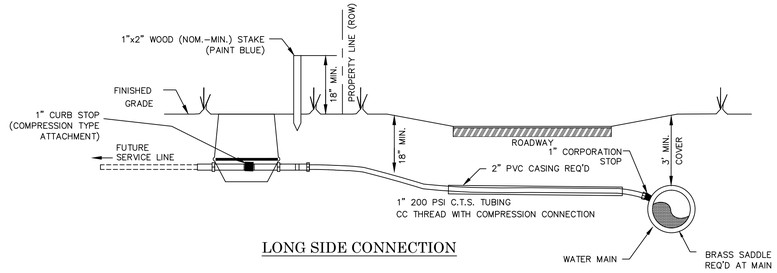
NOTE TO CONTRACTOR:

ALL PAVEMENT CUTS SHALL BE REPAIRED WITHIN A MAXIMUM OF THREE (3) DAYS FROM THE DATE THE CUT IS MADE. IF CONDITIONS DO NOT PERMIT A PERMANENT REPAIR WITHIN THE GIVEN TIME LIMIT, PERMISSION TO MAKE A TEMPORARY REPAIR MUST BE OBTAINED FROM THE OWNER.

TYPICAL TRENCH/RESURFACING DETAIL

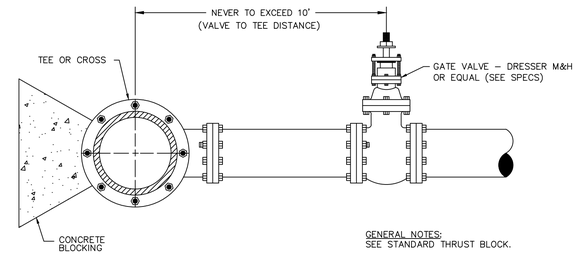


SHORT SIDE CONNECTION



LONG SIDE CONNECTION

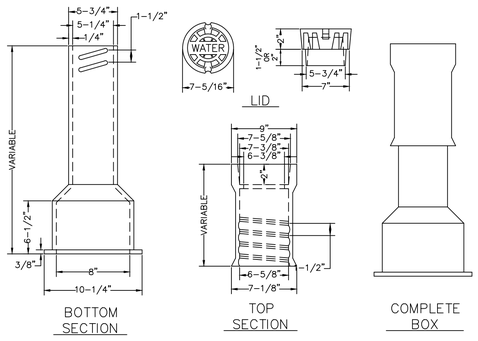
TYPICAL SERVICE CONNECTION DETAILS



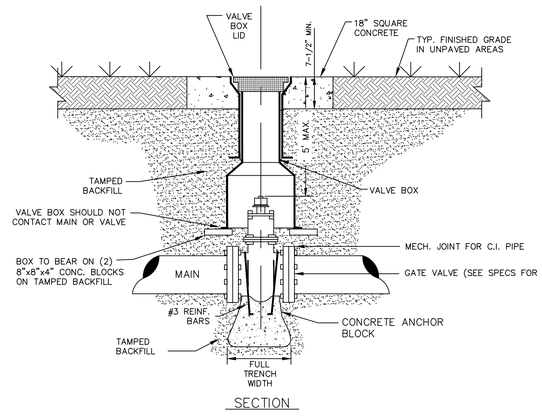
GENERAL NOTES:
SEE STANDARD THRUST BLOCK.

CONCRETE SHALL NOT CONTACT BOLTS OR ENDS OF MECHANICAL FITTINGS.

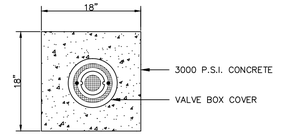
TYPICAL VALVE TO MAIN INSTALLATION DETAIL



TYPICAL VALVE BOX DETAIL

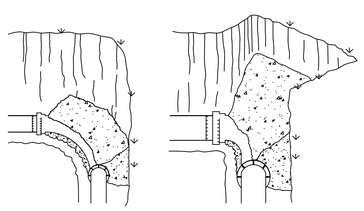


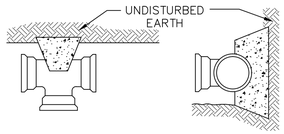
SECTION



PLAN

TYPICAL VALVE INSTALLATION DETAIL



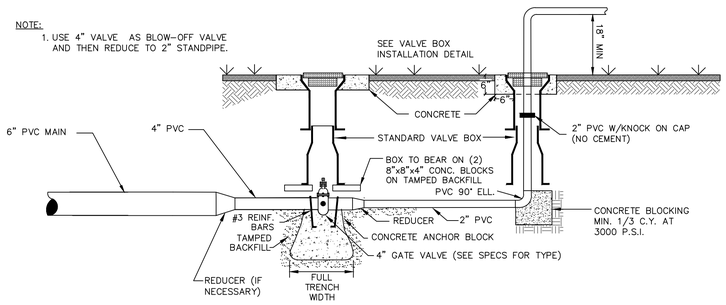


NOTES:
NO CONCRETE SHALL COVER BOLTS OR GLANDS.

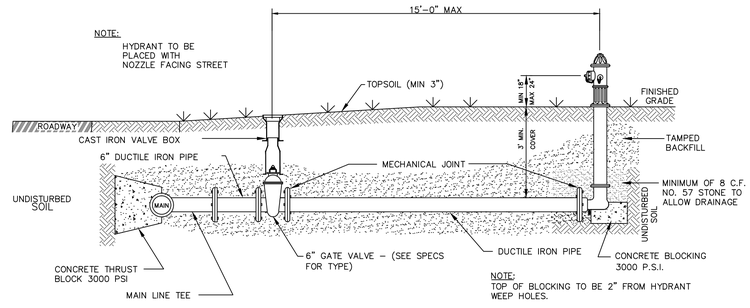
MEGA-LUG RESTRAINTS SHALL BE USED WITH ALL FITTINGS.

3000 PSI CONCRETE REQUIRED

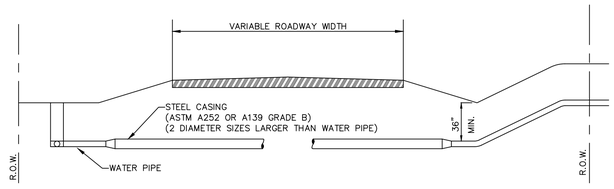
TYPICAL BLOCKING DETAILS



TYPICAL BLOWOFF ASSEMBLY DETAIL

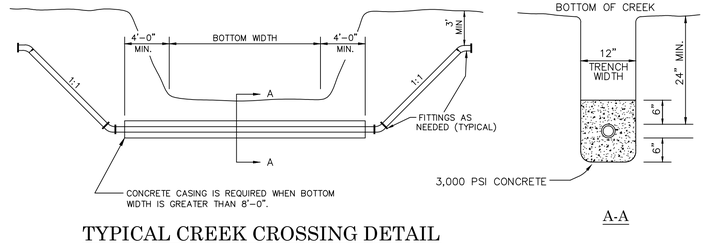


TYPICAL FIRE HYDRANT INSTALLATION DETAIL

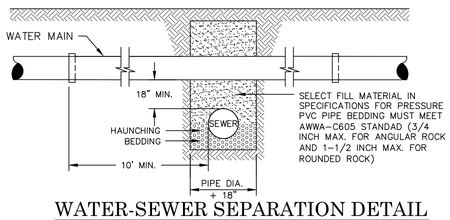


TYPICAL COUNTY/CITY ROADWAY CROSSING

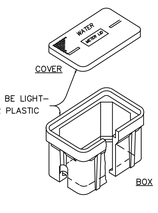
DIRECT BURY ONLY UPON PERMISSION OF COUNTY AND/OR CITY



TYPICAL CREEK CROSSING DETAIL



WATER-SEWER SEPARATION DETAIL



TYPICAL METER BOX DETAILS

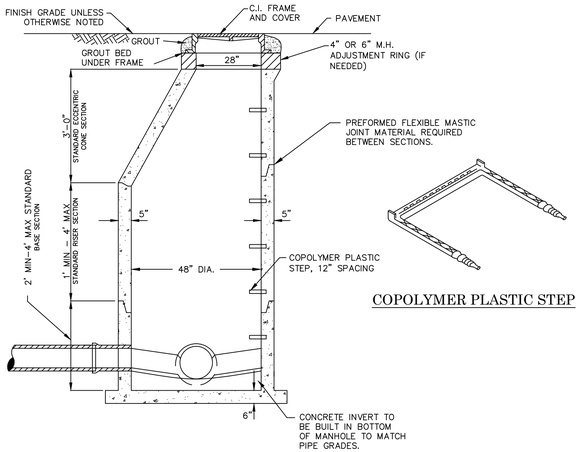
EMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES INC.
104 TIPPENS DR.
HATTIESBURG, MS 39404
601-544-1111 (PHONE) 601-544-1112 (FAX)

PREPARED FOR
HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION
2	11-19-08	AS-BUILT PLANS ISSUED
1	12-24-06	ORIGINAL SUBMITTAL FOR REVIEW BY MS DEPT. OF ENVIRONMENTAL QUALITY

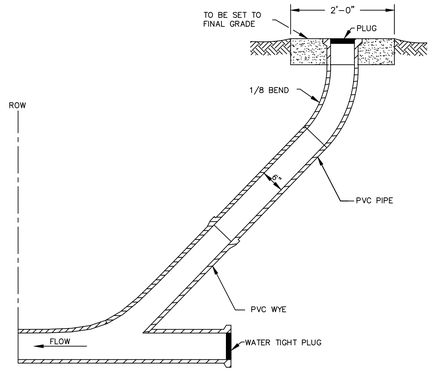
SHEET TITLE
DOMESTIC WATER DISTRIBUTION DETAILS
VINTAGE SPRINGS SUBDIVISION
PHASE I
HATTIESBURG, MS

DATE 9-29-08
SCALE N.T.S.
SHEET NO. AB-610
PROJECT NO. HIGO-06-001

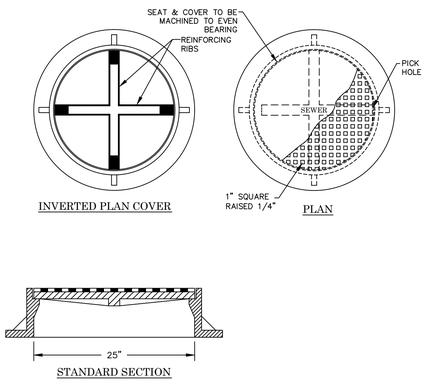


TYPICAL PRECAST MANHOLE DETAIL

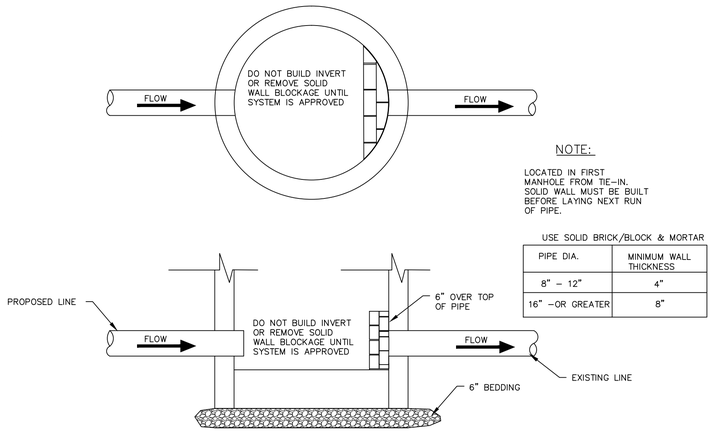
COPOLYMER PLASTIC STEP



TYPICAL STANDARD CLEANOUT DETAIL



STANDARD MANHOLE COVER & FRAME DETAIL

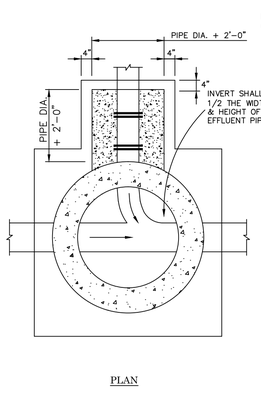


TYPICAL NEW CONSTRUCTION BLOCKING DETAIL

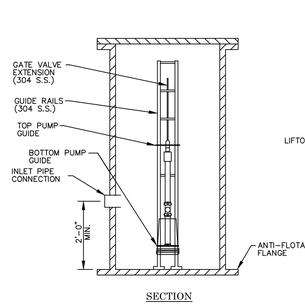
ALLOWABLE TIME (MIN:SEC) REQUIRED FOR PRESSURE DROP FROM 3-1/2 TO 2-1/2 PSIG WHEN TESTING ONE PIPE DIAMETER ONLY

LENGTH OF LINE, FEET	PIPE DIAMETER, INCHES								
	4	6	8	10	12	15	18	21	24
25	0:04	0:10	0:18	0:28	0:40	1:02	1:29	2:01	2:38
50	0:09	0:20	0:35	0:55	1:19	2:04	2:58	4:03	5:17
75	0:13	0:30	0:53	1:23	1:59	3:06	4:27	6:04	7:55
100	0:18	0:40	1:10	1:50	2:38	4:08	5:56	8:05	10:34
125	0:22	0:50	1:28	2:18	3:18	5:09	7:26	9:55	11:20
150	0:26	0:59	1:46	2:45	3:58	6:11	8:30		
175	0:31	1:09	2:03	3:13	4:37	7:05			12:06
200	0:35	1:19	2:21	3:40	5:17				
225	0:40	1:29	2:38	4:08	5:40			10:25	13:36
250	0:44	1:39	2:56	4:35			8:31	11:35	15:07
275	0:48	1:49	3:14	4:43			9:21	12:44	16:38
300	0:53	1:59	3:31				10:12	13:53	18:09
350	1:02	2:19	3:47			8:16	11:54	16:12	21:10
400	1:10	2:38			6:03	9:27	13:36	18:31	24:12
450	1:19	2:50			6:48	10:38	15:19	20:50	27:13
500	1:28			5:14	7:34	11:49	17:01	23:09	30:14

AIR TEST TABLE FOR SEWER



TYPICAL DROP MANHOLE DETAIL



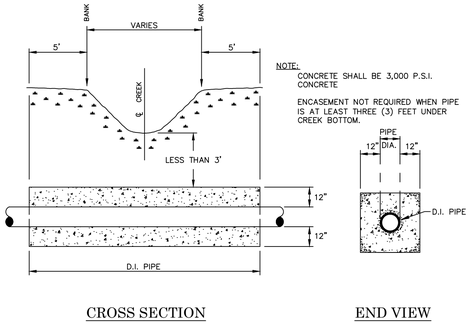
NOTE:
PUMP BASIN SHALL BE A MINIMUM OF 400 GALLONS AND INCLUDE FLOAT CONTROLS

GRINDER PUMP AND BASIN DETAIL

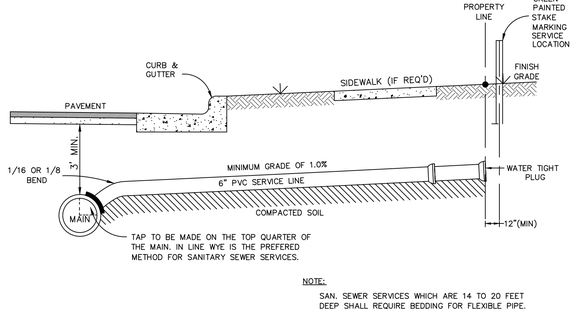
(NOT USED THIS PROJECT)

GENERAL NOTES:

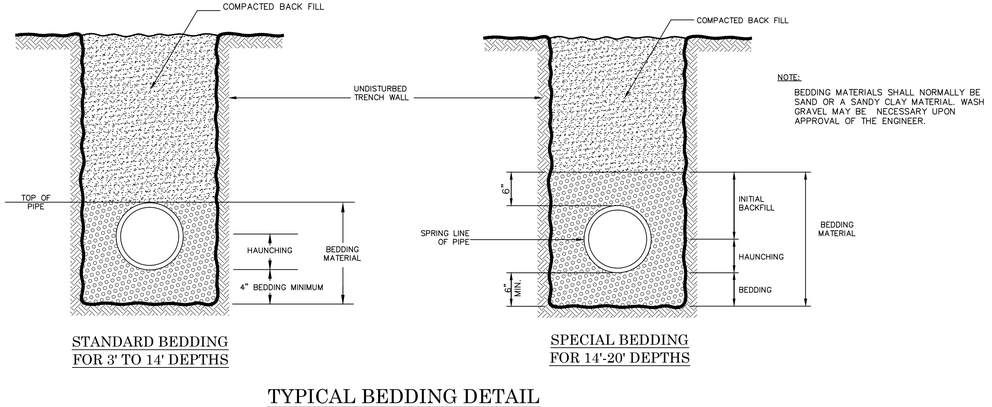
1. ALL MANHOLES FOR THIS PROJECT SHALL BE STANDARD 48" PRECAST CONCRETE MANHOLES. FLEXIBLE INLET & OUTLET CONNECTION BOOTS REQUIRED.
2. ALL MANHOLES TO HAVE A MIN. OF 16 MIL. COAL TAR EPOXY COATING ON INSIDE.
3. ALL LIFTHOLES SHALL BE FILLED WITH NON-SHRINKING GROUT.
4. ALL PVC PIPE SHALL BE SDR 26.



TYPICAL UNDER CREEK CROSSING



TYPICAL SERVICE LINE DETAIL



TYPICAL BEDDING DETAIL

EMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES INC.
104 TTTHSTORE, MS 39464
(601)583-8900 FAX (601)583-8901

PREPARED FOR

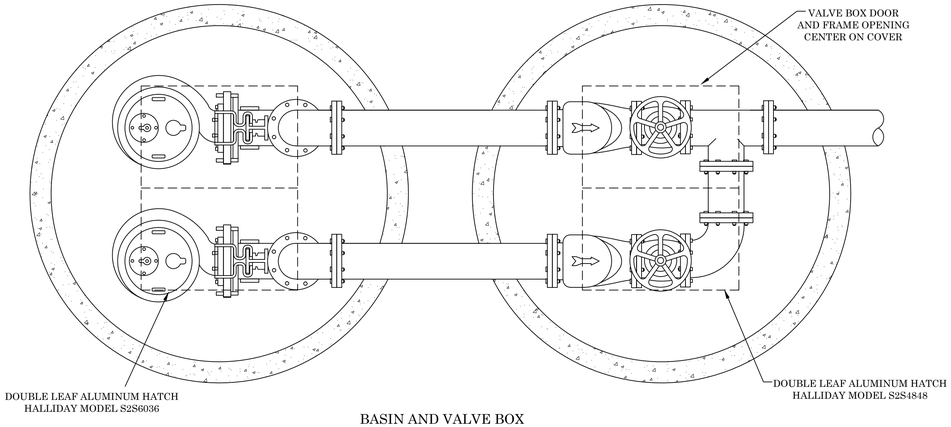
HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

No.	DATE	
2	11-19-08	AS-BUILT PLANS ISSUED
	12-26-06	ORIGINAL SUBMITTAL FOR REVIEW BY MS DEPT. OF ENVIRONMENTAL QUALITY

CTJ
CTJ
BPT

SHEET TITLE
SANITARY SEWER DETAILS
VINTAGE SPRINGS SUBDIVISION
PHASE I
HATTIESBURG, MS

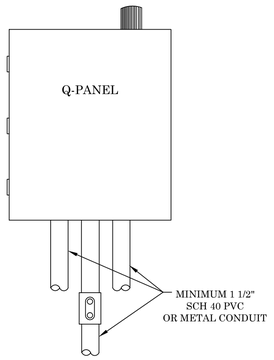
DATE 9-29-08
SCALE N.T.S.
SHEET NO. AB-620
PROJECT NO. HIGO-06-001



BASIN AND VALVE BOX
TOP VIEW

EQUIPMENT SELECTION (MIN. OR EQUAL):

1. FLOW: 80 GPM
2. TOTAL DYNAMIC HEAD: 30FT
3. HORSEPOWER: 5 HP
4. VOLTAGE: 230 V (1 Ø)
5. R.P.M.: 1750
6. IMPELLER: 6.75"
7. FORCE MAIN: 4" ASTM D 2241 PVC PRESSURE PIPE WITH ASTM D3133 JOINTS
8. PUMP MODEL: 4X12 ESSCO SUBMERSIBLE PUMP (OR EQUAL)

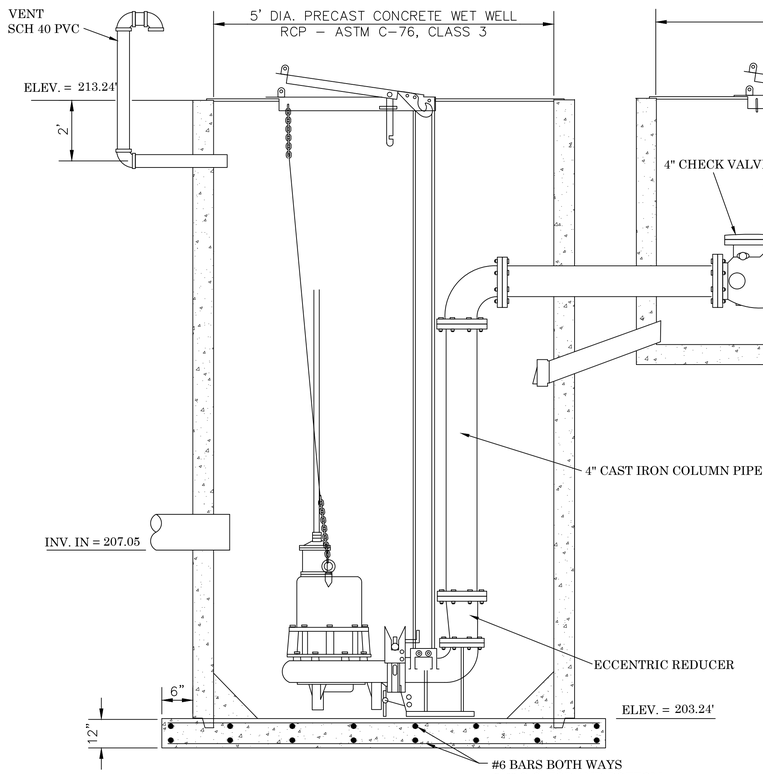


GENERAL NOTES:

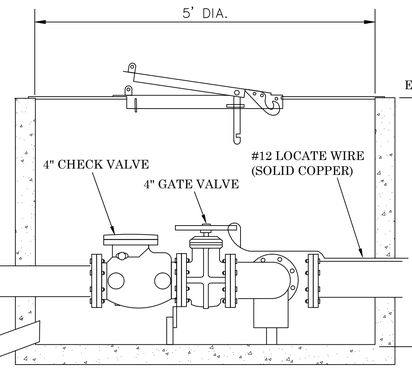
1. A MASTER DISCONNECT SWITCH SHALL BE FURNISHED.
2. CONTROL PANEL SHALL BE NEMA-3R WITH CIRCUIT BREAKERS, MAGNETIC STARTER WITH SINGLE PHASING PROTECTION, HAND-OFF AUTO SWITCHES, GREEN RUN LIGHT FOR EACH PUMP, A RELAY ALTERNATING CIRCUIT AND RUN TIME CLOCKS.
3. FURNISH A RED FLASHING ALARM LIGHT ON CONTROL PANEL.
4. PUMPS SHALL BE FURNISHED WITH DOUBLE SEALS AND A SEAL FAILURE LIGHT IN THE CONTROL PANEL.
5. TRANSFORMER PAD, CONDUIT, AND CABLES BETWEEN THE TRANSFORMER AND CONTROL PANEL SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR.
6. LUMP SUM PRICE BID FOR WASTEWATER PUMPING STATION WITH VALVES AND VALVE PIT SHALL INCLUDE ALL EXCAVATION, EQUIPMENT, CONCRETE MATERIALS, AND OTHER INCIDENTAL ITEMS NECESSARY TO PROVIDE A COMPLETE OPERATING PUMP STATION.
7. FASTEN MERCURY TUBE LEVEL CONTROLS TO ¼" STAINLESS STEEL CHAIN AND PROVIDE SUPPORT BRACKET TO HANG CHAIN FROM.
8. ALL LOCATE WIRE TO BE #12 SOLID COPPER.
9. ALL LIFTING CABLES AND CHAINS TO BE STAINLESS STEEL.
10. ALL RAILS AND FLOAT SWITCH BRACKETS TO BE STAINLESS STEEL.
11. ALL MECHANICAL JOINTS TO BE MEGA LUGS.
12. ALL ELECTRICAL TO BE UNDERGROUND.
13. WATER SUPPLY TO BE PROVIDED AT LIFT STATION (1" Ø PVC FROM WATER MAIN).
14. ALL PUMP STATION AREAS TO BE FENCED TO CITY OF HATTIESBURG STANDARDS. TYPE OF FENCE TO BE APPROVED BY CITY ENGINEER/OWNER.
15. ALL CONSTRUCTION TO CONFORM TO CITY OF HATTIESBURG STANDARDS.

CONCRETE NOTES:

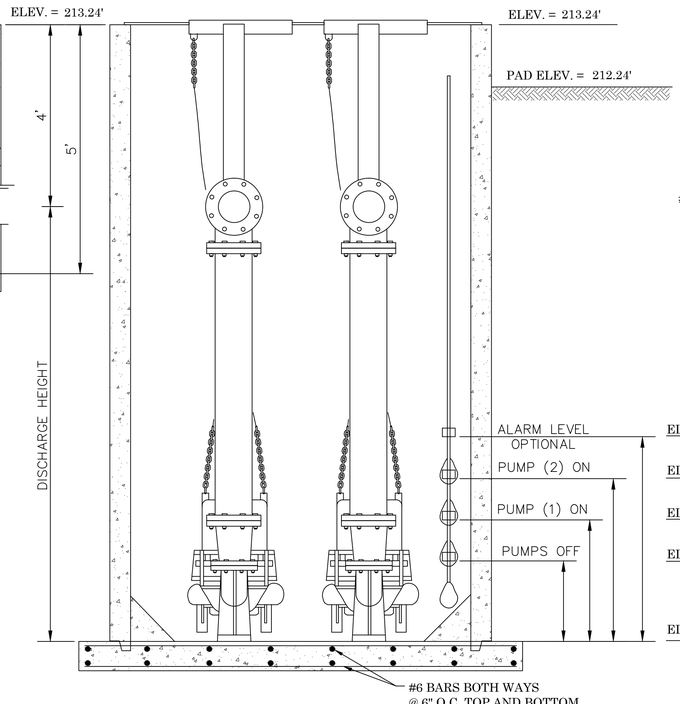
1. ALL CONCRETE SHALL HAVE A MIN. 3,000 P.S.I. COMPRESSIVE STENGTH IN 28 DAYS (Fc=3,000 P.S.I.)
2. REINFORCING STEEL SHALL HAVE A MINIMUM YIELD STRENGTH OF 60,000 P.S.I. (Fc=60,000 P.S.I.)
3. REINFORCING BARS SHALL BE LAPPED 24 BAR DIAMETERS AT SPLICE OR 12" MINIMUM.
4. REINFORCEMENT SHALL HAVE A 2" MINIMUM CONCRETE COVER.
5. ALL EXPOSED CONCRETE EDGES SHALL BE CHAMFERED ¾".



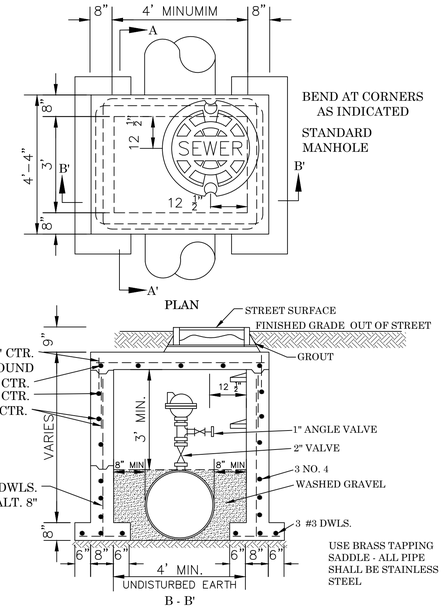
CONCRETE BASIN
SIDE VIEW

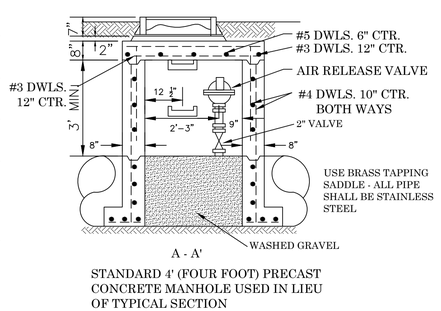


VALVE BOX
SIDE VIEW



CONCRETE BASIN
FRONT VIEW





STANDARD 4' (FOUR FOOT) PRECAST CONCRETE MANHOLE USED IN LIEU OF TYPICAL SECTION

TYPICAL SEWER RELEASE VALVE AND MANHOLE

EMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES INC.
116 TIMBERCREEK
HATTIESBURG, MS 39404
601-582-8335 (PHONE) 601-582-8336 (FAX)

PREPARED FOR

HIGH COTTON PROPERTIES, LLC
HATTIESBURG, MISSISSIPPI

No.	DATE	REVISION	BY
1	11-19-08	AS-BUILT PLANS ISSUED	GTJ
2	12-29-08	ORIGINAL SUBMITTAL FOR REVIEW BY MS. DEPT. OF ENVIRONMENTAL QUALITY	GTJ

SHEET TITLE

SANITARY SEWER DETAILS
VINTAGE SPRINGS SUBDIVISION
PHASE I
HATTIESBURG, MS

DATE
9-29-08

SCALE
N.T.S.

SHEET NO.
AB-621

PROJECT NO.
HIGO-06-001

RICHARD & THOMAS

Attorneys at Law

132 Westover Drive
Hattiesburg, MS 39402

Stephen K. Thomas

(601)602-2457 phone
(601)602-2458 fax

March 15, 2024

City of Hattiesburg

Re: Vintage Springs, Phase 3, Blocks A & B

LEGAL DESCRIPTION FOR VINTAGE SPRINGS PHASE 3, BLOCK A:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN SAID COUNTY AND STATE, THENCE RUN SOUTH FOR 5538.92 FEET TO A POINT.
THENCE RUN EAST FOR 584.20 FEET TO AN IRON PIN.
THENCE RUN N70° 55' 02"E FOR A DISTANCE OF 153.67 FEET TO AN IRON PIN.
THENCE RUN S83° 02' 30"E FOR A DISTANCE OF 57.50 FEET TO AN IRON PIN.
THENCE RUN N68° 46' 52"E FOR A DISTANCE OF 134.95 FEET TO AN IRON PIN.
THENCE RUN S52° 55' 53"E FOR A DISTANCE OF 165.32 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.
THENCE RUN S73° 10' 28"E FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 91.07 FEET, SAID CURVE HAVING A RADIUS OF 1123.33 FEET, A CHORD BEARING OF S14° 07' 50"W, AND A CHORD LENGTH OF 91.04 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 92.54 FEET, SAID CURVE HAVING A RADIUS OF 1123.33 FEET, A CHORD BEARING OF S09° 26' 53"W, AND CHORD LENGTH OF 92.52 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 78.19 FEET, SAID CURVE HAVING A RADIUS OF 1707.22 FEET, A CHORD BEARING OF S05° 57' 44"W, AND CHORD LENGTH OF 78.18 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 92.76 FEET, SAID CURVE HAVING A RADIUS OF 1707.22 FEET, A CHORD BEARING OF S03° 05' 37"W, AND A CHORD LENGTH OF 92.75 FEET TO AN IRON PIN.
THENCE RUN N89° 20' 01"W FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.14 FEET, SAID CURVE HAVING A RADIUS OF 1204.57 FEET, A CHORD BEARING OF N03° 02' 26"E, AND A CHORD LENGTH OF 102.11 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 86.27 FEET, SAID CURVE HAVING A RADIUS OF 1548.09 FEET, A CHORD BEARING

OF N05° 57' 44"E, AND A CHORD LENGTH OF 86.26 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.10 FEET, SAID CURVE HAVING A RADIUS OF 1548.09 FEET, A CHORD BEARING OF N09° 26' 53"E, AND A CHORD LENGTH OF 102.08 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 105.01 FEET, SAID CURVE HAVING A RADIUS OF 771.68 FEET, A CHORD BEARING OF N14° 07' 26"E, AND A CHORD LENGTH OF 104.93 FEET BACK TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 1.25 ACRES MORE OR LESS AND BEING LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

LEGAL DESCRIPTION FOR VINTAGE SPRINGS PHASE 3, BLOCK B:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN SAID COUNTY AND STATE, THENCE RUN SOUTH FOR 5538.92 FEET TO A
POINT.
THENCE RUN EAST FOR 584.20 FEET TO AN IRON PIN.
THENCE RUN N70° 55' 02"E FOR A DISTANCE OF 153.67 FEET TO AN IRON PIN.
THENCE RUN S83° 02' 30"E FOR A DISTANCE OF 57.50 FEET TO AN IRON PIN.
THENCE RUN N68° 46' 52"E FOR A DISTANCE OF 134.95 FEET TO AN IRON PIN.
THENCE RUN S52° 55' 53"E FOR A DISTANCE OF 165.32 FEET TO AN IRON PIN.
THENCE RUN S73° 10' 28"E FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.
THENCE RUN S52° 16' 31"E FOR A DISTANCE OF 53.60 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.
THENCE RUN S73° 37' 00"E FOR A DISTANCE OF 183.46 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 67.10 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S18° 43' 23"W, AND A CHORD LENGTH OF 67.09 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 74.90 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S14° 36' 22"W, AND A CHORD LENGTH OF 74.88 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 76.75 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S10° 12' 33"W, AND A CHORD LENGTH OF 76.73 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 85.81 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S05° 29' 45"W, AND A CHORD LENGTH OF 85.78 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 76.37 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S00° 47' 38"W, AND A CHORD LENGTH OF 76.35 FEET TO AN IRON PIN.
THENCE RUN S83° 23' 47"W FOR A DISTANCE OF 150.20 FEET TO AN IRON PIN.
THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 90.17 FEET, SAID CURVE HAVING A RADIUS OF 983.63 FEET, A CHORD BEARING

OF N03° 58' 39"W, AND A CHORD LENGTH OF 90.14 FEET TO AN IRON PIN. THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.16 FEET, SAID CURVE HAVING A RADIUS OF 1414.81 FEET, A CHORD BEARING OF N01° 37' 30"E, AND A CHORD LENGTH OF 102.14 FEET TO AN IRON PIN. THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 83.34 FEET, SAID CURVE HAVING A RADIUS OF 1414.81 FEET, AND A CHORD BEARING OF N05° 22' 52"E FOR A DISTANCE OF 83.33 FEET TO AN IRON PIN. THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 85.40 FEET, SAID CURVE HAVING A RADIUS OF 1353.09 FEET, A CHORD BEARING OF N08° 46' 18"E, AND A CHORD LENGTH OF 85.39 FEET TO AN IRON PIN. THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 66.18 FEET, SAID CURVE HAVING A RADIUS OF 1353.09 FEET, A CHORD BEARING OF N11° 58' 51"E, AND A CHORD LENGTH OF 66.17 FEET TO AN IRON PIN. THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 18.90 FEET, SAID CURVE HAVING A RADIUS OF 2478.57 FEET, A CHORD BEARING OF N16° 09 54" E, AND A CHORD LENGTH OF18.90 FEET BACK TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 1.57 ACRES MORE OR LESS AND BEING LOCATED IN THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

Pursuant to your request, I have examined the land records on file in the office of the Chancery Clerk of Forrest County, Mississippi, relating to the above described real property for a period back of thirty-one years prior to this date, and find sufficient evidence that the above described property was conveyed by Corrected Warranty Deed to **High Cotton Properties, LLC, a Mississippi limited liability company,** dated December 17, 2007, and recorded in Land Deed Book 1026 at Page 577. Based upon my examination for the aforesaid period and with the presumption that prior conveyances in chain of title are legal and valid, it is my opinion that the said **High Cotton Properties, LLC, a Mississippi limited liability company,** owns a fee simple, merchantable title to above described real property subject to the following liens, encumbrances and reservations;

RESERVATIONS

1. This opinion does not cover the oil, gas or other minerals lying on or under said property and no opinion is given thereon.

2. As no current survey is present, I do not certify as to the actual occupancy, nor to matters which should be revealed by an accurate survey of subject lands, nor do I certify rights of parties in possession, deficiency in the quantity of lands, boundary line disputes, roadways, unrecorded servitudes or easements, any matters not of proper record which would be disclosed by a true and accurate survey and inspection of the property, and easements or other uses of subject lands not so visible from the surface.

3. Title is subject to any liability or loss due to environmental contamination by past uses of the property as a toxic hazardous waste site, or due to violation of any environmental protection

law of any governmental body.

4. Title is subject to instruments of record being properly filed and indexed in the office of the Chancery Clerk where the property is located.

5. This is not a guarantee of title and is not an insurance policy on said property, and this opinion is for the use and benefit of only the party or parties to whom it is addressed and may not be availed of or relied upon by any other person(s) or entity.

6. Title is subject to those certain Declaration of Covenants, Conditions, and Restrictions dated November 8, 2008, and recorded in Book 1051 at Page 77; amended in Book 1070 at Page 33; and further amended in Book 1149 at Page 407 in the office of the Chancery Clerk of Forrest County, Mississippi.

7. Title is subject to that certain Nonparticipating Royalty Conveyance and Reservation, dated January 1, 1952, and recorded in Book 140 at Page 492 in the office of the Chancery Clerk of Forrest County, Mississippi.

ENCUMBRANCES

Deed of Trust executed by High Cotton Properties, LLC to Richard L. Yoder, as Trustee for Bank of Jones County, Beneficiary, dated October 21, 2014, and recorded in Book 1985 at Page 413, securing $1,189,576.79.

Deed of Trust executed by High Cotton Properties, LLC to John R. Gunn, as Trustee for First State Bank, Beneficiary, dated January 17, 2019, and recorded in Book 2264 at Page 36, securing $908,373.25; said Deed of Trust was renewed and modified in Book 1930 at Page 161; said Deed of Trust was renewed and modified in Book 2206 at Page 520.

Deed of Trust executed by High Cotton Properties, LLC to John R. Gunn, as Trustee for First State Bank, Beneficiary, dated February 8, 2024, and recorded in Book 2516 at Page 531, securing $640,262.52; said Deed of Trust was renewed and modified in Book 2410 at Page 230.

TAXES

Taxes assessed by Forrest County, Mississippi for 2024 are not due and owing but would constitute a lien against said property if not paid by January 31, 2025.

2023 Forrest County ad valorem taxes for Parcel No. 2-041L-33-001.10, PPIN 41844, are **due and owing** in the amount of $1,256.91, plus penalty and interest accruing.

JUDGMENTS

This opinion reflects only those judgments recorded on the Judgment Rolls in the office of the Circuit Clerk of Forrest County, Mississippi. As of this date, no such judgments appear.

This Opinion is certified through this, the 15th day of March, A.D., 2024.

RICHARD & THOMAS, PLLC

By:_____
Stephen K. Thomas

RICHARD & THOMAS

Attorneys at Law

132 Westover Drive
Hattiesburg, MS 39402

Stephen K. Thomas

(601)602-2457 phone
(601)602-2458 fax

March 15, 2024

City of Hattiesburg

Re: Vintage Springs, Phase 3, Blocks A & B

SERVICES AND CHARGES

TITLE EXAMINATION	$425.00
TOTAL AMOUNT DUE	$425.00

File No. 24-02-136

RICHLAND TITLE, INC.
132 WESTOVER DRIVE
HATTIESBURG, MS 39402

STATE OF MISSISSIPPI

COUNTY OF FORREST

CORRECTED
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 **LAND MANAGEMENT, L.P., a Mississippi limited partnership,** does hereby grant, bargain, sell, convey and warrant unto **HIGH COTTON PROPERTIES, L.L.C., a Mississippi limited liability company,** the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

A PART OF THE SOUTH HALF OF THE SW ¼ OF SECTION 28, AND PART OF THE NW ¼ OF SECTION 33, T-4-N, R-13-W, FORREST COUNTY, HATTIESBURG, MISSISSIPPI

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF THE SOUTH HALF OF THE SOUTHWEST ¼ OF SECTION 28, PART OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI. COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN SAID COUNTY AND STATE, THENCE RUN SOUTH FOR 4,456.12 FEET TO THE NORTH BOUNDARY LINE OF PROFESSIONAL GOLF SERVICES, LLC.; THENCE RUN SOUTH 77 DEGREES 32 MINUTES 05 SECONDS EAST FOR 291.37 FEET ALONG EXISTING SAID BOUNDARY LINE TO AN IRON PIN. THENCE RUN SOUTH 3 DEGREES 35 MINUTES 32 SECONDS EAST FOR 210.86 FEET TO AN IRON PIN FOR THE POINT OF BEGINNING. THENCE RUN SOUTH 3 DEGREES 35 MINUTES 32 SECONDS EAST FOR 504.22 FEET TO A FOUND IRON PIN. THENCE RUN SOUTH 47 DEGREES 03 MINUTES 11 SECONDS EAST FOR 322.00 FEET TO A FOUND IRON PIN. THENCE RUN SOUTH 12 DEGREES 28 MINUTES 01 SECONDS EAST FOR 305.02 FEET TO A FOUND IRON PIN. THENCE RUN SOUTH 21 DEGREES 39 MINUTES 38 SECONDS WEST FOR 228.35 FEET TO A FOUND IRON PIN. THENCE RUN SOUTH 46 DEGREES 08 MINUTES 45 SECONDS WEST FOR 135.29 FEET TO THE CENTERLINE OF AN UNNAMED STREAM AND ALONG CENTERLINE OF SAID STREAM FOR THE FOLLOWING CALLS: SOUTH 00 DEGREES 53 MINUTES 00 SECONDS WEST FOR 31.81 FEET; THENCE SOUTH 06 DEGREES 31 MINUTES 35 SECONDS EAST FOR 28.24 FEET; THENCE SOUTH 86 DEGREES 25 MINUTES 31 SECONDS WEST FOR 25.98 FEET;

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Grantor herein reserves any and all of the oil, gas and other minerals lying in, on or under said property which said Grantor owns.

The above warranty and this conveyance is subject to any and all easements for public roads and public utilities as presently laid out, constructed or in use.

Grantor herein restricts that the zoning of the above real property cannot be changed from the current R1A zoning.

The above warranty and this conveyance is subject to that Non-Participating Royalty Conveyance and Reservation dated January 1, 1952, recorded in Land Deed Book 140 at Page 492.

The above warranty and this conveyance is subject to that sanitary sewer easement to City of Hattiesburg dated April 6, 2000, recorded in Land Deed Book 841 at Page 310, dated April 4, 2000, recorded in Land Deed Book 840 at Page 651, dated October 13, 1993, recorded in Land Deed Book 702 at Page 500 and dated September 11, 1992, recorded in Land Deed Book 677 at Page 466.

The above warranty and this conveyance is subject to that right of way deed and construction easement to Forrest County, Mississippi, dated February 11, 1993, recorded in Land Deed Book 687 at Page 485.

This Corrected Warranty Deed is given to correct an error in the legal description in that certain Warranty Deed dated May 11, 2006, recorded in Book 987 at Page 271, in the office of the Chancery Clerk of Forrest County, Mississippi.

WITNESS MY SIGNATURE on this the 17th day of December, 2007.

LAND MANAGEMENT, L.P.

BY: Joseph F. Tatum Jr

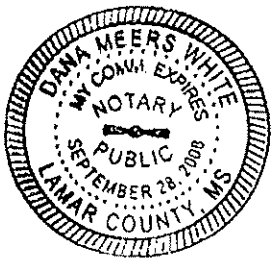
JOSEPH F. TATUM, Manager of JFT Management, LLC, a Mississippi limited liability company, which is a member of Land Management, L.P., a Mississippi limited partnership

STATE OF MISSISSIPPI
COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of December, 2007, within my jurisdiction, the within named JOSEPH F. TATUM, who acknowledged that he is Manager of JFT Management, LLC, a Mississippi limited liability company, which is a member of Land Management, L.P., a Mississippi limited partnership, and that for and on behalf of the said company, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said company so to do.

Dana Meers White
NOTARY PUBLIC

My Commission Expires:
Sept 28, 2008



STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT
WAS FILED AND RECORDED

2007 DEC 18 AM 9:56

WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK
127792

WITNESS MY SIGNATURE on this the 17th day of December, 2007.

LAND MANAGEMENT, L.P.

BY: _____

PAUL T. TATUM, President of TLCO Management Inc., a Mississippi corporation, which is a member of Land Management, L.P., a Mississippi limited partnership

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for the said county and state, on this 17th day of December, 2007, within my jurisdiction, the within named PAUL T. TATUM, who acknowledged that he is President of TLCO Management Inc., a Mississippi corporation, which is a member of Land Management, L.P., a Mississippi limited partnership, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

_____
NOTARY PUBLIC

DANA MEERS WHITE MY COMM. EXPIRES NOTARY PUBLIC SEPTEMBER 28, 2008 LAMAR COUNTY, MS

My Commission Expires:
Sept. 28, 2008

WITNESS MY SIGNATURE on this the 17th day of December, 2007.

HIGH COTTON PROPERTIES, L.L.C.,

By: _____
CLIFTON L. NORMAN, Manager

STATE OF MISSISSIPPI

COUNTY OF LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, on this 17th day of December, 2007, within my jurisdiction, the within named CLIFTON L. NORMAN, who acknowledged that he is Manager of High Cotton Properties, L.L.C., for and on behalf of said limited liability company and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

Dana Meers White
NOTARY PUBLIC

DANA MEERS WHITE NOTARY PUBLIC MY COMM. EXPIRES SEPTEMBER 28, 2008 LAMAR COUNTY, MS

My Commission Expires:
Sept. 28, 2008

GRANTORS' ADDRESS:
421 J.M. Tatum Ind. Drive
Hattiesburg, MS 39401
Phone: 601-544-7490

GRANTEES' ADDRESS:
P.O. Box 15399
Hattiesburg, MS 39404
Phone: 601-264-7114

THIS INSTRUMENT PREPARED BY:

Richard & Thomas
Attorneys at Law
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 South ½ of the SW ¼ of Section 28 and in the NW ¼ of Section 33, all in Township 4 North, Range 13 West, Forrest County, Mississippi. Please index accordingly in your sectional index.

RICHLAND TITLE, INC.
132 WESTOVER DRIVE
HATTIESBURG, MS 39402

STATE OF MISSISSIPPI

COUNTY OF FORREST

CORRECTED
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 **LAND MANAGEMENT, L.P., a Mississippi limited partnership,** does hereby grant, bargain, sell, convey and warrant unto **HIGH COTTON PROPERTIES, L.L.C., a Mississippi limited liability company,** the following described real property, lying and being situate in Forrest County, Mississippi, described as follows, to-wit:

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WITNESS MY SIGNATURE on this the 17th day of December, 2007.

LAND MANAGEMENT, L.P.

BY: Joseph F. Tatum Jr

JOSEPH F. TATUM, Manager of JFT Management, LLC, a Mississippi limited liability company, which is a member of Land Management, L.P., a Mississippi limited partnership

STATE OF MISSISSIPPI
COUNTY OF LAMAR

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Dana Meers White
NOTARY PUBLIC

My Commission Expires:
Sept. 28, 2008

DANA MEERS WHITE MY COMM. EXPIRES NOTARY PUBLIC SEPTEMBER 28, 2008 LAMAR COUNTY, MS

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THE INSTRUMENT WAS FILED AND RECORDED
2007 DEC 18 AM 9:56
WITNESS MY HAND AND SEAL
JIMMY C. HAVARD
CHANCERY CLERK
127792

WITNESS MY SIGNATURE on this the 17th day of December, 2007.

LAND MANAGEMENT, L.P.

BY: _____

PAUL T. TATUM, President of TLCO Management Inc., a Mississippi corporation, which is a member of Land Management, L.P., a Mississippi limited partnership

STATE OF MISSISSIPPI

COUNTY OF LAMAR

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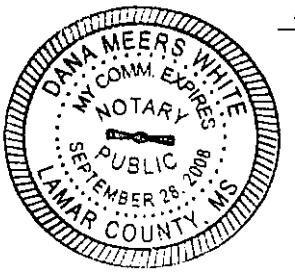
_____
NOTARY PUBLIC



My Commission Expires:
Sept. 28, 2008

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HIGH COTTON PROPERTIES, L.L.C.,

By: _____
CLIFTON L. NORMAN, Manager

STATE OF MISSISSIPPI

COUNTY OF LAMAR

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Dana Meers White
NOTARY PUBLIC

DANA MEERS WHITE MY COMM. EXPIRES NOTARY PUBLIC SEPTEMBER 28, 2008 LAMAR COUNTY, MS

My Commission Expires:
Sept. 28, 2008

GRANTORS' ADDRESS:
421 J.M. Tatum Ind. Drive
Hattiesburg, MS 39401
Phone: 601-544-7490

GRANTEES' ADDRESS:
P.O. Box 15399
Hattiesburg, MS 39404
Phone: 601-264-7114

THIS INSTRUMENT PREPARED BY:

Richard & Thomas
Attorneys at Law
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:

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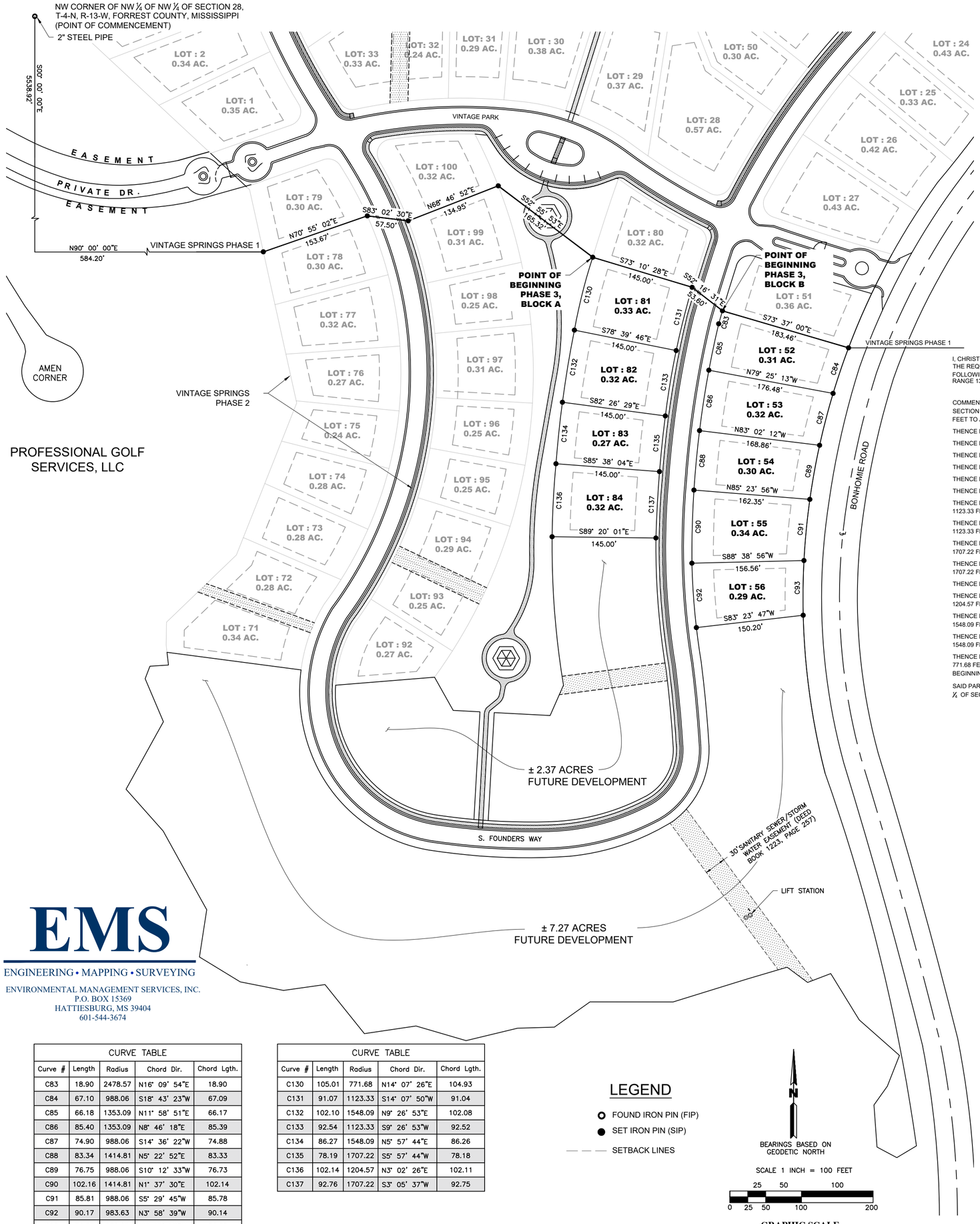
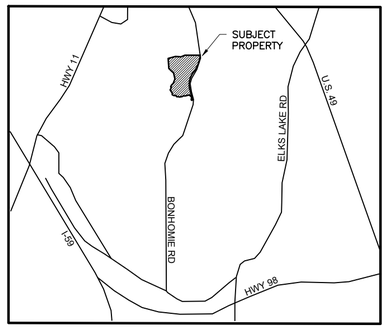




VICINITY MAP

N.T.S.

NOTES:

1. ALL CORNERS MONUMENTED WITH A ½" X 18" REBAR UNLESS OTHERWISE NOTED.
2. PARCELS ARE LOCATED IN FLOOD ZONE 'X' AS PER INSURANCE RATE MAP NO. 28035C0118E EFFECTIVE NOVEMBER 19, 2021.
3. ALL STREET RIGHT OF WAYS ARE 50 FOOT UNLESS OTHERWISE NOTED.
4. TOTAL AREA OF VINTAGE SPRINGS PHASE 3, BLOCK A = ±1.24 ACRES.
5. TOTAL AREA OF VINTAGE SPRINGS PHASE 3, BLOCK B = ±1.56 ACRES.
6. CLASS "B" SURVEY
7. ZONING = R-1A (SINGLE-FAMILY RESIDENTIAL)

LEGAL DESCRIPTION - TOTAL PROPERTY VINTAGE SPRINGS PHASE 3, BLOCK A

I, CHRISTOPHER TAYLOR JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE REQUEST OF HIGH COTTON PROPERTIES, LLC, THE OWNER, I HAVE SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED LAND BEING SITUATED IN THE NORTH ½ OF THE NW ¼ OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN SAID COUNTY AND STATE, THENCE RUN SOUTH FOR 5538.92 FEET TO A POINT.

THENCE RUN EAST FOR 584.20 FEET TO AN IRON PIN.

THENCE RUN N70° 55' 02"E FOR A DISTANCE OF 153.67 FEET TO AN IRON PIN.

THENCE RUN S83° 02' 30"E FOR A DISTANCE OF 57.50 FEET TO AN IRON PIN.

THENCE RUN N68° 46' 52"E FOR A DISTANCE OF 134.95 FEET TO AN IRON PIN.

THENCE RUN S52° 55' 53"E FOR A DISTANCE OF 165.32 FEET TO AN IRON PIN AND THE POINT OF BEGINNING.

THENCE RUN S73° 10' 28"E FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 91.07 FEET, SAID CURVE HAVING A RADIUS OF 1123.33 FEET, A CHORD BEARING OF S14° 07' 50"W, AND A CHORD LENGTH OF 91.04 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 92.54 FEET, SAID CURVE HAVING A RADIUS OF 1123.33 FEET, A CHORD BEARING OF S09° 26' 53"W, AND CHORD LENGTH OF 92.52 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 78.19 FEET, SAID CURVE HAVING A RADIUS OF 1707.22 FEET, A CHORD BEARING OF S05° 57' 44"W, AND CHORD LENGTH OF 78.18 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 92.76 FEET, SAID CURVE HAVING A RADIUS OF 1707.22 FEET, A CHORD BEARING OF S03° 05' 37"W, AND A CHORD LENGTH OF 92.75 FEET TO AN IRON PIN.

THENCE RUN N89° 20' 01"W FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.14 FEET, SAID CURVE HAVING A RADIUS OF 1204.57 FEET, A CHORD BEARING OF N03° 02' 26"E, AND A CHORD LENGTH OF 102.11 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 86.27 FEET, SAID CURVE HAVING A RADIUS OF 1548.09 FEET, A CHORD BEARING OF N05° 57' 44"E, AND A CHORD LENGTH OF 86.26 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.10 FEET, SAID CURVE HAVING A RADIUS OF 1548.09 FEET, A CHORD BEARING OF N09° 26' 53"E, AND A CHORD LENGTH OF 102.08 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 105.01 FEET, SAID CURVE HAVING A RADIUS OF 771.68 FEET, A CHORD BEARING OF N14° 07' 26"E, AND A CHORD LENGTH OF 104.93 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.24 ACRES MORE OR LESS AND BEING LOCATED IN THE NORTH ½ OF THE NORTHWEST ¼ OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

LEGAL DESCRIPTION - TOTAL PROPERTY VINTAGE SPRINGS PHASE 3, BLOCK B

I, CHRISTOPHER TAYLOR JOHNSON, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT AT THE REQUEST OF HIGH COTTON PROPERTIES, LLC, THE OWNER, I HAVE SUBDIVIDED AND PLATTED THE FOLLOWING DESCRIBED LAND BEING SITUATED IN THE NORTH ½ OF THE NW ¼ OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 4 NORTH, RANGE 13 WEST, IN SAID COUNTY AND STATE, THENCE RUN SOUTH FOR 5538.92 FEET TO A POINT.

THENCE RUN EAST FOR 584.20 FEET TO AN IRON PIN.

THENCE RUN N70° 55' 02"E FOR A DISTANCE OF 153.67 FEET TO AN IRON PIN.

THENCE RUN S83° 02' 30"E FOR A DISTANCE OF 57.50 FEET TO AN IRON PIN.

THENCE RUN N68° 46' 52"E FOR A DISTANCE OF 134.95 FEET TO AN IRON PIN.

THENCE RUN S52° 55' 53"E FOR A DISTANCE OF 165.32 FEET TO AN IRON PIN.

THENCE RUN S73° 10' 28"E FOR A DISTANCE OF 145.00 FEET TO AN IRON PIN.

THENCE RUN S52° 16' 31"E FOR A DISTANCE OF 53.60 FEET TO AN IRON PIN.

THENCE RUN S73° 37' 00"E FOR A DISTANCE OF 183.46 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 67.10 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S18° 43' 23"W, AND A CHORD LENGTH OF 67.09 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 74.90 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S14° 36' 22"W, AND A CHORD LENGTH OF 74.88 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 76.75 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S10° 12' 33"W, AND A CHORD LENGTH OF 76.73 FEET TO AN IRON PIN AND THE BEGINNING OF A CURVE.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 85.81 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S05° 29' 45"W, AND A CHORD LENGTH OF 85.78 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE LEFT AN ARC LENGTH OF 76.37 FEET, SAID CURVE HAVING A RADIUS OF 988.06 FEET, A CHORD BEARING OF S00° 47' 38"W, AND A CHORD LENGTH OF 76.35 FEET TO AN IRON PIN.

THENCE RUN S83° 23' 47"W FOR A DISTANCE OF 150.20 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 90.17 FEET, SAID CURVE HAVING A RADIUS OF 983.63 FEET, A CHORD BEARING OF N03° 58' 39"W, AND A CHORD LENGTH OF 90.14 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 102.16 FEET, SAID CURVE HAVING A RADIUS OF 1414.81 FEET, A CHORD BEARING OF N01° 37' 30"E, AND A CHORD LENGTH OF 102.14 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 83.34 FEET, SAID CURVE HAVING A RADIUS OF 1414.81 FEET, AND A CHORD BEARING OF N05° 22' 52"E FOR A DISTANCE OF 83.33 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 85.40 FEET, SAID CURVE HAVING A RADIUS OF 1353.09 FEET, A CHORD BEARING OF N08° 46' 18"E, AND A CHORD LENGTH OF 85.39 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 66.18 FEET, SAID CURVE HAVING A RADIUS OF 1353.09 FEET, A CHORD BEARING OF N11° 58' 51"E, AND A CHORD LENGTH OF 66.17 FEET TO AN IRON PIN.

THENCE RUN ALONG A CURVE TO THE RIGHT AN ARC LENGTH OF 18.90 FEET, SAID CURVE HAVING A RADIUS OF 2478.57 FEET, A CHORD BEARING OF N 16° 09 54" E, AND A CHORD LENGTH OF18.90 FEET BACK TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 1.56 ACRES MORE OR LESS AND BEING LOCATED IN THE NORTH ½ OF THE NORTHWEST 1/4 OF SECTION 33, TOWNSHIP 4 NORTH, RANGE 13 WEST, CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI.

WITNESS MY SIGNATURE ON THIS, THE_____DAY OF_____, 2024

_____
CHRISTOPHER TAYLOR JOHNSON, P.S. #03129

OWNER'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF FORREST

I (We), High Cotton Properties, LLC do hereby certify that the aforementioned is the Owner of the land described in the foregoing Certificate of Christopher Taylor Johnson, a Mississippi Registered Professional Land Surveyor), and that acting as the duly authorized official(s) of the aforementioned have caused the same to be subdivided and platted as shown hereon, and have designated the same as Vintage Spring Subdivision Phase Two. We, High Cotton Properties, LLC, the owner, do hereby dedicate the streets, right-of-ways, utilities, and easements for the public use forever.

Witness Our Signature(s) on this, the _____ day of _____, 2024.

HIGH COTTON PROPERTIES, LLC

_____ _____
CLIFF NORMAN, PARTNER BOB SULLIVAN, PARTNER

ACKNOWLEDGEMENT FORM
STATE OF MISSISSIPPI, COUNTY OF FORREST

Personally appeared before me, the undersigned notary in and for the jurisdiction aforesaid, the within named High Cotton Properties, LLC, the Owner, each of whom acknowledged to me that he signed and delivered this plat and the Certificate thereon as his own act and deed for and in behalf of said Owner, after being authorized to do so; and Christopher Taylor Johnson, Registered Professional Land Surveyor, who also acknowledged to me that he signed and delivered this plat and the Certificate thereon as his own act and deed; on the day and year herein mentioned.

Given under my hand and seal of office on this, the ____ day of _____, 2024.

_____ _____
Notary Public My Commission Expires:

CITY APPROVAL AND ACCEPTANCE FORM
STATE OF MISSISSIPPI, COUNTY OF FORREST

Survey checked on this, the ____ day of _____, 2024, by Christopher Taylor Johnson, and approved by the City Engineer for the City of Hattiesburg on this, the ____ day of _____, 2024.

_____, City Engineer
MARYBETH BERGIN, P.E.

This subdivision, Vintage Springs Subdivision Phase Three Block A & B, is herein approved and accepted, and all improvements contained therein to be dedicated to the City of Hattiesburg are hereby accepted for the City of Hattiesburg on this, the ____ day of _____, 2024.

_____ _____
KERMIS EATON, CITY CLERK TOBY BARKER, MAYOR

CERTIFICATE OF COMPARISON
STATE OF MISSISSIPPI, COUNTY OF FORREST

We, Jimmy Havard, Chancery Court Clerk of said County, and Christopher T. Johnson, Registered Professional Land Surveyor, do hereby certify that we have carefully compared this plat of Vintage Springs Subdivision Phase Three Block A & B with the original/duplicate/copy thereof, as made by the said Christopher Taylor Johnson, Registered Professional Land Surveyor, and find it to be a true and correct copy of said map or plat.

Given under my hand and seal of office on this, the ____ day of _____, 2024.

_____
CHRISTOPHER TAYLOR JOHNSON, P.S. #03129

_____
LANCE REID, CHANCERY CLERK

FILING AND RECORDATION
STATE OF MISSISSIPPI, COUNTY OF FORREST

I, Lance Reid, Clerk of the Chancery Court in and for said County and State, do hereby certify that the Final Plat of Vintage Springs Subdivision Phase Three Block A & B, was filed for record in my office on this, the ____ day of _____, 2024, and was duly recorded in Plat Book _____, Page _____ of the records and maps and plats of land in the Chancery Court of Forrest County, Mississippi.

Given under my hand and seal of office on this, the ____ day of _____, 2024.

_____
LANCE REID, CHANCERY CLERK

CURVE TABLE				
Curve #	Length	Radius	Chord Dir.	Chord Lgth.
C83	18.90	2478.57	N16° 09' 54"E	18.90
C84	67.10	988.06	S18° 43' 23"W	67.09
C85	66.18	1353.09	N11° 58' 51"E	66.17
C86	85.40	1353.09	N8° 46' 18"E	85.39
C87	74.90	988.06	S14° 36' 22"W	74.88
C88	83.34	1414.81	N5° 22' 52"E	83.33
C89	76.75	988.06	S10° 12' 33"W	76.73
C90	102.16	1414.81	N1° 37' 30"E	102.14
C91	85.81	988.06	S5° 29' 45"W	85.78
C92	90.17	983.63	N3° 58' 39"W	90.14
C93	76.37	988.06	S0° 47' 38"W	76.35

CURVE TABLE				
Curve #	Length	Radius	Chord Dir.	Chord Lgth.
C130	105.01	771.68	N14° 07' 26"E	104.93
C131	91.07	1123.33	S14° 07' 50"W	91.04
C132	102.10	1548.09	N9° 26' 53"E	102.08
C133	92.54	1123.33	S9° 26' 53"W	92.52
C134	86.27	1548.09	N5° 57' 44"E	86.26
C135	78.19	1707.22	S5° 57' 44"W	78.18
C136	102.14	1204.57	N3° 02' 26"E	102.11
C137	92.76	1707.22	S3° 05' 37"W	92.75

LEGEND

- FOUND IRON PIN (FIP)
- SET IRON PIN (SIP)
- SETBACK LINES

BEARINGS BASED ON GEODETIC NORTH

SCALE 1 INCH = 100 FEET

25 50 100

0 25 50 100 200

GRAPHIC SCALE

EMS
ENGINEERING • MAPPING • SURVEYING
ENVIRONMENTAL MANAGEMENT SERVICES, INC.
P.O. BOX 15369
HATTIESBURG, MS 39404
601-544-3674

VINTAGE SPRINGS PHASE 3
BLOCKS A & B
HATTIESBURG, MISSISSIPPI

A PART OF THE NORTHWEST 1/4 OF SECTION 33,
TOWNSHIP 4 NORTH, RANGE 13 WEST, FORREST COUNTY, MISSISSIPPI.

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

April 3rd, 2023

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Amy Hinton, Chair
5. Rebekah Ray, Secretary
6. Lee Anne Venable
7. Carlos Wilson
8. Michael Dickerson (Online)

Members Absent:

1. Charles Dawe
2. Michael Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, 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 1:04 p.m.

AGENDA REVIEW

Vice Chair Pickett made a motion to accept the agenda, seconded by Commissioner Ray. All members present were in favor.

Motion:

Made by Vice Chair Pickett

Second:

Made by Commissioner Ray

DRAFT

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Lockett made a motion to approve the March 6th minutes, and Commissioner Wilson seconded this motion.

Motion:

Made by Commissioner Lockett

Second:

Made by Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for March 2023.

DRAFT

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, he announced that the Ivy Row case was tabled by City Council on April 2nd and that a traffic study from the Mississippi Department of Transportation was requested for this case. Also, Mr. Satcher mentioned that outreach was made to the community to inform them about property loss areas. Mr. Cory Long, Planning Manager mentioned that the planning study for Broadway was scheduled and invited the Commissioners to provide input for this project. Mr. Long also introduced Attorney David Miller as part of the City of Hattiesburg Staff.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Tina Bruce, representative, and owner, requests conditional use approval for a "Group Care Facility" for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

Discussion and Vote:

Staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Dr. Bruce came to speak on behalf of the proposal. Commissioner Ray questioned the applicant about the number of staff available for this site. Chair Hinton raised a question related to security in the area. Vice Chair Pickett questioned the applicant about outdoor activities and the amount of changes that will be made to the building to make it habitable. Attorney Miller questioned the applicant about legal affiliations. Chair Hinton closed the public hearing portion of the meeting, and then Staff and Commissioners discussed the case.

Presented by:

Dr. Tina Bruce

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Wilson to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item B:

Cliff Norman, owner and representative for High Cotton Properties, LLC., and Chris Johnson, Engineer, request approval for a preliminary plat for a major subdivision for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

Discussion and Vote:

The Planning staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Mr. Cliff Norman came to speak on behalf of the project. Vice Chair Pickett and Commissioner Conville questioned the applicant about the contractors in charge of the project. The public hearing portion of the meeting was closed and a motion was made to approve the preliminary plat for a major subdivision.

Presented by:

Cliff Norman

Proponents:

1. None

Opponents:

1. None

Motion:

DRAFT

Made by Commissioner Ray to approve

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Items C-1 to C-5:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative

Discussion and Vote:

The planning staff introduced the case. Commissioners questioned the staff about the proposed parking lots and current zoning. Commissioner Conville raised questions about possible spot zoning in the area. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Kevin Lewis came to speak on behalf of the proposal. Vice Chair Pickett questioned the applicant about the guard shack and intersection sight. Also, Mr. Satcher explained that intersection sights and guard shacks would be reviewed at the Site Plan Review meeting, and visibility would follow the requirements of the Land Development Code. Chair Hinton closed the public portion of the meeting. The public hearing portion of the meeting was closed. Commissioners agreed to discuss these cases collectively and motions were made for Items C-1 to C-5 as follows:

Presented by:

Kevin Lewis

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville to approve

Second:

Made by Commissioner Lockett

DRAFT

Item C-1:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-2:

William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

DRAFT

Item C-3:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-4:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Picket			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

DRAFT

Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-5:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential) for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-6:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request to amend the Land Development Code, Ord. No. 3209 as amended, to make changes to Section 5, Use Regulations and Conditions. The request is to add additional use regulations for the use category of "School, University, or College", specifically for accessory uses and building heights.

Discussion and Vote:
Commissioners and Planning Staff discussed the proposed changes in the Land Development Code. Vice Chair Pickett suggested additional time to be able to review the proposed changes. Commissioner Conville made a motion to postpone Item C-6 in the agenda for additional review

DRAFT

until next Hattiesburg Planning Commission hearing, Vice Chair Pickett seconded this motion.

Presented by:
Kevin Lewis
Proponents:
1. None

Opponents:
1. None

Motion:
Made by Commissioner Conville to postpone

Second:
Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item D:
Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request approval for rezoning from R-2 (Two-family residential) to I-1 (Light Industrial) for a property located adjacent to 3000 West 7th Street (PPIN 26407, Ward 1, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Chair Hinton opened the public portion of the meeting. Mr. Chris Bowen came to speak on behalf of the proposal. Commissioner Conville questioned the applicant about the dimensions of the vacant lot and how many parking spaces would be available. Commissioner Venable exited the room. Chair Hinton closed the public hearing portion of the meeting. This item had a publication error during advertising, which was discussed by the Commissioners and staff. Vice Chair Pickett made a motion to table the item until the next Planning Commission public hearing, Commissioner Lockett seconded the motion.

Presented by:

Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Pickett to table

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item E:

The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 4 and 6. More specifically, the changes are related to regulatory flood zone properties within the A-1 zoning district to increase the minimum lot size requirement and reduce the total developable area. 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. It was suggested by Cory Long, Planning Manager, that additional time be given for proper outreach to the community. Convissioner Conville made a motion to postpone this case and Lockett seconded this motion.

Presented by:

Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Conville to postpone

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 3:18 p.m.

Motion:

Made by Commissioner Conville

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		

DRAFT

Charles Dawe			ABSENT
Michael Pruitt			ABSENT

_____

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, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Approve or Deny a petition filed by Tina Bruce, representative and owner, to request a conditional use request for a "Group Care Facility" for a property located at 1306 Hardy St, (Ward 4) the Planning Commission recommended approval.**
File Number: 2024-1118
Minute Book #

Summary
Tina Bruce, representative and owner, requests conditional use approval for a “Group Care Facility” for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

The Planning Commission recommended approval on April 3rd, 2024.

Recommendation Statement
Planning Commission recommend approving this conditional use request on April 3rd, 2024.

Please place this on the April 16, 2024 City Council meeting for consideration.

April 2024 HPC Item: A
Tina Bruce, Owner
Request for: **Conditional Use Approval**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: Tina Bruce, Owner

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1406 Hardy St	2-029M-09-314.00	20045	4

Request: **Conditional Use Approval Request**

Purpose of Request: To request requests conditional use approval for a "Group Care Facility" for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

B-3, Community Business District: The purpose of the B-3 District is to provide for retail, personal service, and offices in locations with convenient access to the community consistent with comprehensive planning policies. This district is consistent with the Community Business District in the Comprehensive Plan.

April 2024 HPC Item: A
Tina Bruce, Owner
Request for: **Conditional Use Approval**

SECTION 5 **Use and Regulations**

Table 5.1 Table of Uses

Use	Agricultural		Residential					Business					Industrial		Additional Use Conditions Cross Reference
■ Permitted □ Permitted with conditions ♦ Conditional Use × Not Permitted	A-1	A-2	R-1A	R-1B	R-1C	R-2	R-3	B-1	B-2	B-3	B-4	B-5	I-1	I-2	
Group facility	♦	♦	×	×	×	×	♦	♦	♦	♦	×	×	×	×	5.4.24

SECTION 5 **Use and Regulations**

5.4.25 Group Care Home; Group Care Center

5.4.25.1 A group home shall be located in a structure originally constructed as and designed for a single-family dwelling which shall be the principal structure on the lot. The structure shall not be altered nor the site used in any manner which diminishes its value as a single-family dwelling or which changes its exterior residential character.

5.4.25.2 Group care centers serving individuals who are deemed to be a danger to themselves or others must be identified by the applicant during Site Plan Review Care centers may not serve more than 20 residents; however, in order to protect the health and safety of the community, the Planning Commission has the right to further restrict the location of facilities and the number of residents and to require increased buffering, screening, and fencing.

SECTION 13 **Definitions**

Group Care Facility: A facility or dwelling unit housing persons unrelated by blood or marriage and operating as a group household. A group care facility may include half-way houses, recovery homes, and homes for orphans, foster children, the elderly, battered children and women. It would include a specific treatment providing less than primary health care by staff appropriately certified or licensed to provide such treatment.

Present Zoning: The parcel is currently zoned B-3 Community Business District

Present Use: Medical Office / Personal Services (Counseling Office)

April 2024 HPC Item: A
Tina Bruce, Owner
Request for: **Conditional Use Approval**

Future Land Use: Neighborhood Business Corridor

Surrounding Zoning and Land Use:
North: B-3 Community Business District
South: R-3 Multi-Family Residential
East: B-3 Community Business District
West: B-2 Neighborhood Business District

Letters or Concerns stated: The Planning Division Office has not received any letters or other written communications relative to this case as of March 21st, 2023.

History / Background: The petitioner met with staff in Pre-Application to discuss the change of use of the building from a counseling service to a group care facility. The applicant provides housing for children and youth from ages 6-18 who may no longer have safe and secure housing with their families. Children would be able to stay at the proposed facility longer than 6 months, but cannot stay past their 18th birthday.

The organization, Bruce Processional Counseling Services, partners with state agencies to provide services for children who can be referred to them or legally ordered to their housing program. They currently run a group care facility in Natchez and are regulated by the state, and must meet all applicable state requirements to operate as a group care facility. The organization also provides some counseling services by licensed professionals and a staff member will be on site at all times. The applicant also self-identified their use as a group-care facility and their use.

If approved, the applicant would be required to meet all applicable building and fire codes for the intended use. The proposed use is regulated differently than the current use and will need interior modifications/renovations to meet all state and local requirements for housing. Planning Commission has the right to further restrict the location of facilities and the number of residents and to require increased buffering, screening, and fencing. They are currently limited to 20 residents but indicated they would house a lower number to meet state regulations.

Basis for approval: **12.3.3 Conditional Use Approvals**
12.3.3.1 Compliance Required. Uses requiring Planning Commission approval, as noted in the Table of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning

Commission shall determine which criteria apply on a case by case basis.

12.3.3.2 Additional Approval Criteria. In addition to the standards mentioned above, the applicant for a request for the Planning Commission to approve a use shall be required to demonstrate that his/her proposal addresses the following additional requirements, except that the Planning Commission may waive any one or more criteria that it determines are not applicable based upon the expected impact of the proposal.

i. Determination that adequate public facilities and services will be available concurrent with the impacts of the development as evidenced by letters of sufficiency from utilities and schools and a determination by the city engineer that the available capacity of existing streets can safely provide access to the site.

ii. The proposed development will be compatible with surrounding uses and will protect adjacent properties through the following measures:

- Protection of privacy. The proposed plan shall provide reasonable visual and auditory privacy for all dwelling units located within and adjacent to the site. Fences, walls, barriers and / or vegetation shall be arranged to protect and enhance the property and to enhance the privacy of on-site and neighboring occupants.
- Protection of use and enjoyment. The proposed plan shall be designed and arranged to have minimal negative impact on the use and enjoyment of adjoining property.
- Compatible design and integration. The use meets all design criteria required by this Code that apply and is designed to integrate well both on and off site.

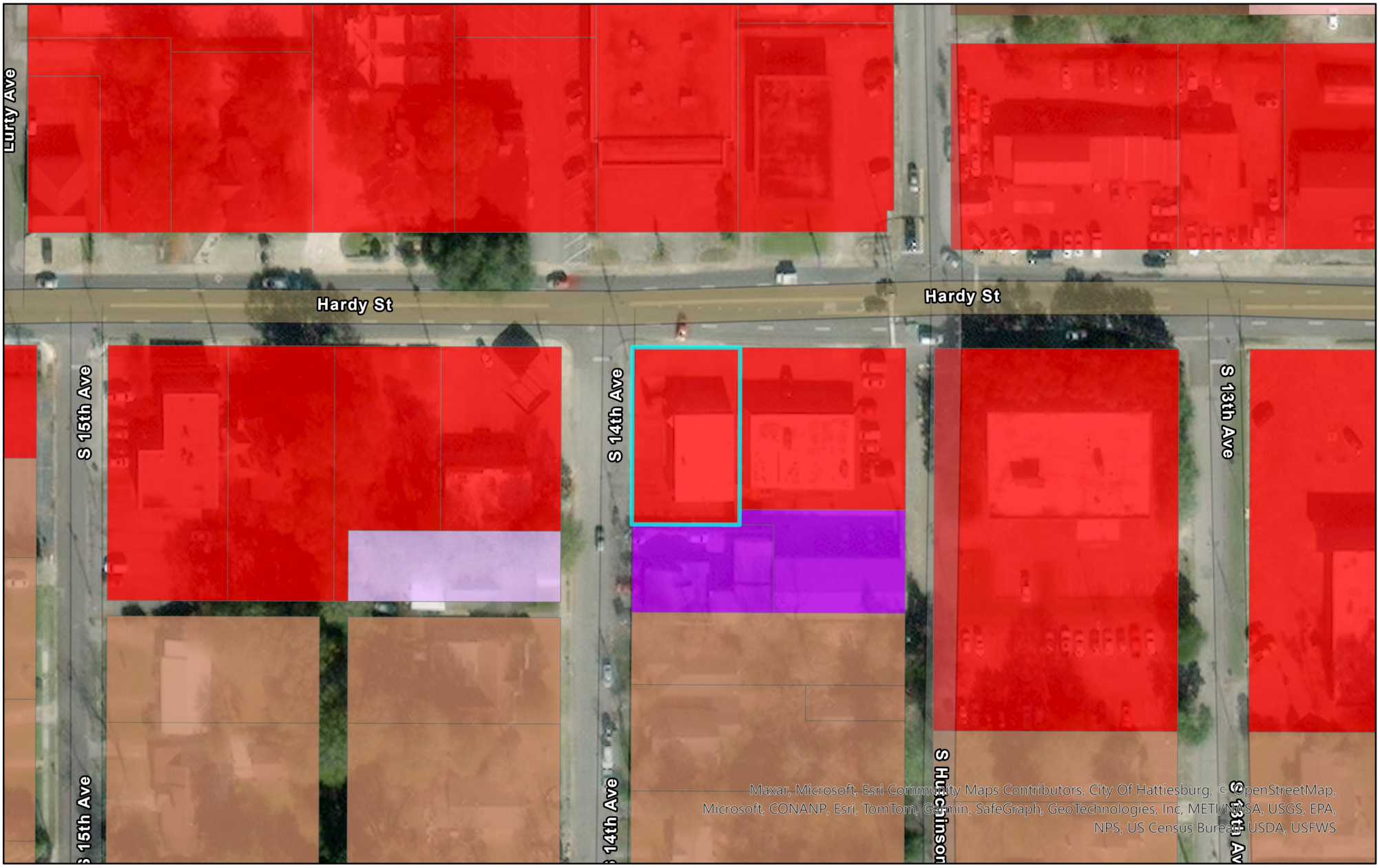
SUBJECT PARCEL

1306 Hardy Street — Group Care Facility

Tina Bruce, Owner

The petitioner requests conditional use approval for a “Group Care Facility” for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).





Zoning

- R-1B
- R-1C
- R-2
- R-3
- B-1
- B-3

Site Information

Property is located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

CITY OF HATTIESBURG MISSISSIPPI

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.03 0.06 Miles

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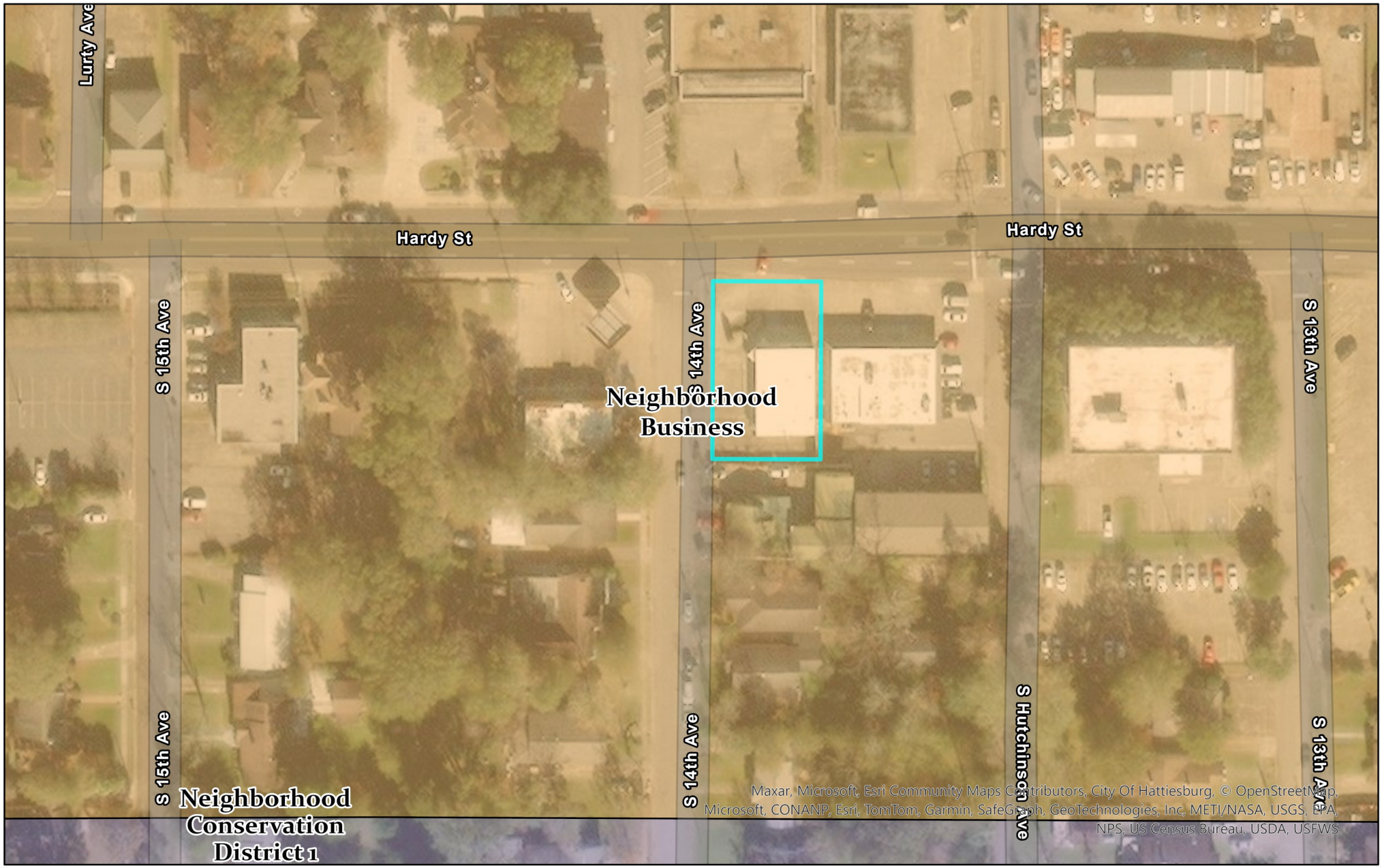

Future Land Use

- Neighborhood Business
- Neighborhood Conservation District 1

Site Information

Future Land Use map for 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.03 0.06 Miles

N
W E
S

Site Aerial



Surrounding Area

Northern Direction: B-3 Community Business District







Southern Direction: R-3 Multi-Family Residential

East and Western Directions: B-3 Community Business District and B-2 Neighborhood Business





Supporting Document Submitted

Supporting Document Submitted

About Us

Bruce Professional Counseling Services (BPCS) is a Crisis Stabilization Unit that provides comprehensive assesment sevices in lieu of psychiatric hospitalization.

BPCS offers treatment services to children and youth who have been identified as being a victim of human trafficking and his/her personal safety is at imminent risk and/or children and youth in the custody of Child Protection Services in which no placement can be located due to acute symptoms, high risk behaviors, and/or a high number of failed placements.

Available 24/7

We accept admissions and have licensed mental health professionals and registered nurses (RN) 24 hours a day, 7 days a week. Contact our office today for more info about our assessment and referral services.

"Within Crisis are the seeds of opportunity."

Within the first 24 hours, all eligible children and youth (ages 6-18) will undergo a comprehensive assessment by a licensed BPCS staff member prior to admission. This assessment will determine the need for services and to rule out the presence of mental symptoms that are judged to be the direct physiologial consequences of a general medical condition and/or illicit substance/ medication use. Participants can be referred and/or legally ordered to treatment.

Assessment and service planning is an ongoing, collaborative, and continuous process at BPCS. This process is a mutual exploration of the client's presenting issues and strengths, complemented by the staff's professional perspective and recommendations resulting in a jointly created plan with mutually agreed upon goals. Assessments will be conducted by appropiately licensed staff.

For more info about eligilibity and insurance providers that we accept, contact our local office or visit our website, www.bruceprofessionalcounseling.com.

Program Services

Services shall be provided to children and youth, ages 6 through 18 and address immediate physical safety concerns, acute symptoms, distress and are designed to prevent civil commitment, long term psychiatric hospitilization and/or detention (minor victims of human trafficking). Services include:

- High Fidelity Wraparound
- Psychiatric Supervision
- Nursing Services
- Therapy (Individual, Group, Family)
- Therapeutic Activities (Recreational, Spiritual, Psychoeducational, Social/Interpersonal)
- Supportive Counseling
- Medical Screening
- Drug Toxicology Screening
- Targeted Case Management
- Substance Abuse Counseling and more!

These program services will work to assess the serious emotional and behavioral disturbances of our BPCS's targeted population.

Supporting Document Submitted

Office Hours & Locations
Monday thru Friday **8AM-5PM**
Weekends and Holiday **CLOSED**

Natchez, Mississippi
114 Jeff Davis Blvd
Natchez, MS 39120
Phone: (601) 653-4581
Fax: (601) 653-4582

Brookhaven, Mississippi
109 Whitebrook Drive
Brookhaven, MS 39061
Phone: (601) 990-2513
Fax: (601) 990-2526

Hattiesburg, Mississippi
1306 Hardy Street
Hattiesburg, MS 39401
Phone: (601) 602-2040
Fax: (601) 336-8935

Vidalia, Louisiana
1109 Carter Street, Ste. 3
Vidalia, LA 71373
Phone: (318) 414-3065
Fax: (318) 414-3067

Baton Rouge, Louisiana
9418 Brookline Ave., Ste. C
Baton Rouge, LA 70809
Phone: (225) 930-2993
Fax: (225) 930-2991

Clinton, Louisiana
10105 Plank Road, Ste. A
Clinton, LA 70722
Phone: (225) 605-5026
Fax: (225) 605-5028

New Orleans, Louisiana
824 Elmwood Park Blvd.
Ste. 150
Harahan, LA 70123
Phone: (504) 453-9617
Fax: (504) 585-7301

Fort Worth, Texas
6300 Ridglea Place, Ste. 425
Fort Worth, TX 76116
Phone: (682) 224-7500
Fax: (682) 224-7501

We'd be happy to assist you!
For all questions and/or concerns,
visit our official website or contact one of
our local offices near you.

bp
Bruce Professional
COUNSELING

Bruce Professional Counseling Services, LLC is Mississippi Department of Mental Health certified. For more information visit, www.dmh.ms.gov.

CARF Accreditation is a public seal of trust and commitment to quality based on internationally accepted standards. Achieving this accreditation demonstrates Bruce Professional Counseling Services' commitment to exceptional, personalized care. An organization receiving the highest level of CARF Accreditation has undergone a detailed peer review process and has demonstrated to a team of surveyors, during an on-site visit, its commitment to providing programs and services of the highest quality. For more information CARF visit www.carf.org.

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People Helping People

Our Philosophy

Treating all individuals with dignity and respect is our philosophy. **Bruce Professional Counseling Services** work as a team to provide quality mental health care in a safe environment. We follow ethical standards which guide our practice and are accountable to the stakeholders, community, and clients. Our staff participates in yearly training to maintain competence in their profession.

Bruce Professional Counseling Services provides services to individuals with mental health and behavioral problems. *We utilize an integrative therapeutic approach in addressing the mental health needs of its clients.* All clients undergo assessment performed by a Licensed Professional Counselor. Individualized treatment plans are formulated to help improve or maintain functional status and empower the client. Commitment and patience is the key in advancing our organization. It enhances our strength and support.





"Providing quality mental health care services in a safe, welcoming enviroment."

Our Services

- Psycho Education
- Crisis Intervention
- Group Counseling
- Wraparound Services
- Community Education
- Evaluations and Diagnosis

Core Services

Psychosocial Rehabilitation Skills
This is a core service offered in Mississippi and Louisiana. This service is designed to assist individuals with compensating for or eliminating functional deficits and interpersonal and/or environmental barriers.

Community Psychiatric Support Treatment
This is a core service offered in Louisiana. Services are goal-directed supports and solution-focused to help eliminate social and behavioral barriers that interfere with everyday functioning within the community, school, home, and/or friendships.

For more info on services that we offer, visit us at www.bruceprofessionalcounseling.com/services



Insurance

Bruce Professional Counseling Services is dedicated to providing you with the highest quality, cost-effective counseling and/or therapy care. For the most up-to-date information on our accepted private health insurance plans, contact one of our local officies or visit our official website.

Careers

Are you interested in pursuing a career in mental health? Join the **Bruce Professional Counseling Services** family with a community of people helping people! Apply online straight from your mobile phone or email your cover letter and resume to **tbruce.bpcs@yahoo.com**.

"Therefore encourage one another and build each other up, just as in fact you are doing."
—1 Thessalonians 5:11

Supporting Document Submitted
HPC Item: A

URBAN DEVELOPMENT
PLANNING DIVISION

PRE-APPLICATION MEETING SUMMARY

Thursday, February 29th, 2024

STAFF PRESENT:
Nathan Satcher, Jerald Little, Shawn Whitaker, Andrea Garcia, Slade Suber, Kevin Bates

APPLICANT(S):
Name: Tina Bruce and Nugene Bruce
Business: Therapeutic Group

PROJECT ADDRESS/LOCATION:
Address: 1306 Hardy St
Zoning: B-3

CASE TYPE:
Change of Use

SPECIAL DISTRICT:
☐Flood Zone ☐Historic District
☐Midtown

PROJECT SUMMARY:

- Applicant request to open a therapy group home for teenagers.
- Public Hearing with Planning Commission is required for this request. Next public hearing is on April 3rd.
- In case of establishing a kitchen inside the building. Hood system/dumpster will be required.
    - Hot/cold water tap and grease interceptor is required if putting kitchen inside.
    - Trash containers, oil and grease containers must be visually screened on all sides including gates (LDC 7.9.10.2).
- A proposed layout of the building will be required by Fire Marshall and Building Official. Provide plans and specifications of fire alarm and sprinkler system to Fire Marshall.

NEXT STEPS:

- Public hearing with Planning Commission on April 3rd. Case will be presented to City Council on April 15th (4:00pm) and vote on April 16th (5:00pm).
- Submit for PTL (Privilege Tax License) with the Tax Department at City Hall.

APPLICATIONS REQUIRED:

☐	Site Plan Review Checklist and Application	☐	Conditional Use Application
☐	Public Hearing Application	☐	Street/Alley Closing
☐	Variance Application	☐	Major Subdivision
☐	Rezone Application	☐	Minor Subdivision
☐	Certificate of Appropriateness (Historic)	☐	Building Permit Application

Pre-application meeting notes are provided as a courtesy by staff during pre-application meetings. These notes are not exhaustive. All Land Development Codes and City Ordinances apply, even if not listed during a pre-application meeting.

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

APPLICANT:

Applicant Name: Dr. Tina Bruce
Project Name: Bruce Professional Counseling Services
Proposed Use(s): Therapeutic Group Home
Project Street Address: 1310 Nandy Street
PPIN Number(s) (if unknown, can be found on tax receipt): _____

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☒ Conditional Use (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☐ Re-Zoning (see below)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Overlay District
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ 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
- ☐ Telecommunications
- ☐ Digital Billboard, New
- ☐ Digital Billboard, Replacement
- ☐ Restaurant
- ☐ Solar Farm
- ☐ Other: Therapeutic Group Home

For Re-Zoning Only, see p. 11:

Existing Zoning: _____
Proposed Zoning: _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: 3/7/2024 Planner: Nathan Satcher
Parcel Number(s): PPIN 20045 Historic District(s): _____
Flood Zone(s): ZONE X Zoning Districts(s): B-3
Project No.: _____

Code Sections:

LDC Section No. SECTION 5.3 - TABLE OF USES
Section No. Conditional use approval required for B-3
Section No. 5.4.25 - Conditions for Group Care facility
Section No. _____
Section No. _____

RECIVED DATE & INITIALS:

AS 3/6/2024

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: Dr. Tina Bruce

☐Applicant ☑Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-807-3833 Fax: _____ Email: tina-bruce@att.net

Mailing Address: 10 Dunbar Road
Natchez, MS 39120

Secondary:

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

Mailing Address: _____

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

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 1306 Nordy Street Hattiesburg MS,
Street Address **City** **State**

on this the 23 day of February, 2024.

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.

N/A.

on this the _____ day of _____, 20____.

Dr. Tina Bruce
Property Owner (print)

Dr Tina Bruce
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named Tina Yolanda Bruce,

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 23 day of Febmary, 2024.

Mara Chitic-Holmes
NOTARY PUBLIC

MARA CHITIC-HOLMES COMM. # 335694 NOTARY PUBLIC COMMISSION EXPIRES 8-30-2026 LAMAR COUNTY, STATE OF MISSISSIPPI

My Commission Expires:
08·30·2026

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 1306 Hardy Street (Street Address) Hattiesburg (City) MS (State),

on this the 23 day of February, 2024.

Dr Tina Bruce
Applicant (print)

Dr Tina Bruce
Applicant (signature)

STATE OF Mississippi

COUNTY OF Lamar

Personally came and appeared before me, the within named Tina Yolanda Bruce,

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 23 day of February, 2024.

Mara Chitic-Holmes
NOTARY PUBLIC

MARA CHITIC-HOLMES COMM. # 335664 NOTARY PUBLIC COMMISSION EXPIRES 8-30-2026 LAMAR COUNTY, STATE OF MISSISSIPPI

My Commission Expires:
08.30.2026

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:

___ 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.

___ 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)

___ Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

___ 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 VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

yes. I plan on following all rules set in place to complete this project

2. Describe the effects the proposed use of utilities and facilities will have on the community.

BPCS will have help children develop in 4 areas such as Physical, Educational, emotional and Spiritual. BPCS will help families become more healthy and be able to function as normal society

3. Describe how the size of the site is appropriate for the proposed use.

Therapeutic Group homes are a needed facility to help children get back on task and learn to retain mental and physical health. BPCS will build families relationships, practice new skills and better methods of dealing with problems and evaluate progress

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

NO

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

No

6. What is the expected number of customers/employees per day?

10 children and 2 staff per shift
Shifts. 7am-7pm and 7pm-7am

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

yes, DPCS will be establish as a normal family setting.

8. Parking requirements:

Commercial/Industrial: Paved parking will be provided for 2 vehicles, and _____ ADA vehicles; with _____ loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.

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:

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

MARGINAL NOTATION FORM

Instrument	791443	Book	1314	Page	353

FORREST COUNTY, MS Clerk's Office
Honorable LANCE C. REID

Instrument Type	Instrument#	Book	Page	Lot/SubDivision	Date	Deputy Clerk
SCRIVENER'S AFFIDAV	861604	1443	716	LOWERY FRANK D lot 1 LOWERY FRANK D lot 2	3/19/2024	Payton Bowman

Document Prepared by and Return to:
Renfroe & Perilloux, PLLC
648 Lakeland E. Drive, Suite A
Flowood, MS 39232 (601-932-1011)

DEED
Bk:1314 Page:353-355
RCD: 06/17/2019 @ 9:35:38:AM
FORREST COUNTY, MS
JIMMY C. HAVARD CHANCERY CLERK

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

IKO Properties, LLC
107 Park Place
Natchez, MS 39120
601-442-7954

does hereby sell, convey, and warrant unto

Nugene Bruce, Jr. and Tina Bruce
10 Dunbar Road
Natchez, MS 39120
(828) 773-5357

the following land and property located and situated in Forrest County, State of Mississippi, and being more particularly described as follows:

INDEXING INSTRUCTIONS: Part of Lots 1 and 2, Frank D. Lowery Subdivision, Forrest County, MS

19-20210

The North 128 feet of Lot 1, and the North 128 feet of the West 26 feet of Lot 2 of the Frank D. Lowery Subdivision in the City of Hattiesburg, Forrest County, Mississippi and being 1306 Hardy Street, according to the present system of numbering.

It is agreed and understood that taxes for the current year have been prorated as of this date on an estimated basis, and when said taxes are actually determined, if the proration as of this date is incorrect, then the Grantor agrees to pay to said Grantees or their assigns any deficit on an actual proration. In the event that the proration based on the estimated tax is determined to be greater than the actual proration necessary, the Grantees agree to refund to said Grantor the difference between the estimated proration and the actual proration.

THIS CONVEYANCE is subject to any and all restrictive covenants, easements, liens, dedications, rights-of-way, and oil, rights or mineral reservations or conveyances of record pertaining or affecting the usage of the herein described property.

WITNESS the respective hand and signature of the undersigned on the date herein acknowledged.

IKO Properties, LLC

By: Braxton Tate Hobdy, III
Its: Member

19-20210

STATE OF MISSISSIPPI

COUNTY OF RANKIN

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of June, 2019, within my jurisdiction, the within named Braxton Tate Hobdy, III, who acknowledged that he/she is Member of IKO Properties, LLC, and that in said representative capacity he/she executed the above and foregoing instrument, after first having been duly authorized so to do.

WITNESS OUR SIGNATURES AND OFFICIAL SEAL OF OFFICE, this 12th day of June, 2019.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

_____

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 100901 MARIE EVANS Commission Expires Oct. 18, 2019 RANKIN COUNTY

FORREST COUNTY, MS JIMMY C. HAVARD
I CERTIFY THIS INSTRUMENT WAS FILED ON 6/17/2019 9:35:38 AM AND RECORDED IN DEED BOOK:1314 PAGE:Pages 353 - 355

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

April 3rd, 2023

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Amy Hinton, Chair
5. Rebekah Ray, Secretary
6. Lee Anne Venable
7. Carlos Wilson
8. Michael Dickerson (Online)

Members Absent:

1. Charles Dawe
2. Michael Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, 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 1:04 p.m.

AGENDA REVIEW

Vice Chair Pickett made a motion to accept the agenda, seconded by Commissioner Ray. All members present were in favor.

Motion:

Made by Vice Chair Pickett

Second:

Made by Commissioner Ray

DRAFT

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Lockett made a motion to approve the March 6th minutes, and Commissioner Wilson seconded this motion.

Motion:

Made by Commissioner Lockett

Second:

Made by Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for March 2023.

DRAFT

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, he announced that the Ivy Row case was tabled by City Council on April 2nd and that a traffic study from the Mississippi Department of Transportation was requested for this case. Also, Mr. Satcher mentioned that outreach was made to the community to inform them about property loss areas. Mr. Cory Long, Planning Manager mentioned that the planning study for Broadway was scheduled and invited the Commissioners to provide input for this project. Mr. Long also introduced Attorney David Miller as part of the City of Hattiesburg Staff.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Tina Bruce, representative, and owner, requests conditional use approval for a "Group Care Facility" for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

Discussion and Vote:

Staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Dr. Bruce came to speak on behalf of the proposal. Commissioner Ray questioned the applicant about the number of staff available for this site. Chair Hinton raised a question related to security in the area. Vice Chair Pickett questioned the applicant about outdoor activities and the amount of changes that will be made to the building to make it habitable. Attorney Miller questioned the applicant about legal affiliations. Chair Hinton closed the public hearing portion of the meeting, and then Staff and Commissioners discussed the case.

Presented by:

Dr. Tina Bruce

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Wilson to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item B:

Cliff Norman, owner and representative for High Cotton Properties, LLC., and Chris Johnson, Engineer, request approval for a preliminary plat for a major subdivision for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

Discussion and Vote:

The Planning staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Mr. Cliff Norman came to speak on behalf of the project. Vice Chair Pickett and Commissioner Conville questioned the applicant about the contractors in charge of the project. The public hearing portion of the meeting was closed and a motion was made to approve the preliminary plat for a major subdivision.

Presented by:

Cliff Norman

Proponents:

1. None

Opponents:

1. None

Motion:

DRAFT

Made by Commissioner Ray to approve

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Items C-1 to C-5:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative

Discussion and Vote:

The planning staff introduced the case. Commissioners questioned the staff about the proposed parking lots and current zoning. Commissioner Conville raised questions about possible spot zoning in the area. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Kevin Lewis came to speak on behalf of the proposal. Vice Chair Pickett questioned the applicant about the guard shack and intersection sight. Also, Mr. Satcher explained that intersection sights and guard shacks would be reviewed at the Site Plan Review meeting, and visibility would follow the requirements of the Land Development Code. Chair Hinton closed the public portion of the meeting. The public hearing portion of the meeting was closed. Commissioners agreed to discuss these cases collectively and motions were made for Items C-1 to C-5 as follows:

Presented by:

Kevin Lewis

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville to approve

Second:

Made by Commissioner Lockett

DRAFT

Item C-1:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-2:

William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

DRAFT

Item C-3:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-4:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Picket			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

DRAFT

Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-5:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential) for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-6:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request to amend the Land Development Code, Ord. No. 3209 as amended, to make changes to Section 5, Use Regulations and Conditions. The request is to add additional use regulations for the use category of "School, University, or College", specifically for accessory uses and building heights.

Discussion and Vote:
Commissioners and Planning Staff discussed the proposed changes in the Land Development Code. Vice Chair Pickett suggested additional time to be able to review the proposed changes. Commissioner Conville made a motion to postpone Item C-6 in the agenda for additional review

DRAFT

until next Hattiesburg Planning Commission hearing, Vice Chair Pickett seconded this motion.

Presented by:
Kevin Lewis
Proponents:
1. None

Opponents:
1. None

Motion:
Made by Commissioner Conville to postpone

Second:
Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item D:
Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request approval for rezoning from R-2 (Two-family residential) to I-1 (Light Industrial) for a property located adjacent to 3000 West 7th Street (PPIN 26407, Ward 1, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Chair Hinton opened the public portion of the meeting. Mr. Chris Bowen came to speak on behalf of the proposal. Commissioner Conville questioned the applicant about the dimensions of the vacant lot and how many parking spaces would be available. Commissioner Venable exited the room. Chair Hinton closed the public hearing portion of the meeting. This item had a publication error during advertising, which was discussed by the Commissioners and staff. Vice Chair Pickett made a motion to table the item until the next Planning Commission public hearing, Commissioner Lockett seconded the motion.

Presented by:

Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Pickett to table

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item E:

The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 4 and 6. More specifically, the changes are related to regulatory flood zone properties within the A-1 zoning district to increase the minimum lot size requirement and reduce the total developable area. 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. It was suggested by Cory Long, Planning Manager, that additional time be given for proper outreach to the community. Convissioner Conville made a motion to postpone this case and Lockett seconded this motion.

Presented by:

Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Conville to postpone

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 3:18 p.m.

Motion:

Made by Commissioner Conville

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		

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Charles Dawe			ABSENT
Michael Pruitt			ABSENT

_____

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, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Adopt an Ordinance for the petition filed by William Carey University, Applicant, Kevin P. Lewis, architect and Robert Blevins, representative to rezone properties located at 1506 and 1508 ½ Cherry St from R-2 (Two-family residential) to R-3 (Multi-family residential). (Ward 2). The Planning Commission recommended to approve.**
File Number: 2024-1121
Minute Book #

Summary
Approve a zoning change requested by William Carey University, applicant, Kevin P. Lewis, architect, and Robert Blevins, representative, from R-2 (Two-family residential) to R-3 (Multi-family residential) for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

The Planning Commission recommended approval on April 3rd, 2024.

Recommendation Statement
The Planning Commission recommended approval on April 3rd, 2024.

Please place this on the April 16, 2024 City Council meeting for consideration.

April 2024 HPC Item: C-1
William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative
Request for: **Zoning Change From R-2 to R-3**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1506 and 1508 ½ Cherry St	2-038G-15-231.00	13777	2
	2-038G-15-232.00	13779	2
	2-038H-15-171.00	13776	2
	2-038G-15-235.00	13787	2
	2-038G-15-236.00	13786	2
	2-038G-15-237.00	13785	2

Request: **Zoning Change From R-2 to R-3 (Multi-Family Residential)**

Purpose of Request: To request **approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential)** for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

Applicant Summary: * See Attached *

Applicable Regulations:
SECTION 4 Zoning Districts Established

R-2 Two-Family Residential District: The purpose of the R-2 District is to permit medium-density residential uses including two-family, or duplex structures, 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 residential neighborhoods with only compatible supporting institutional uses and open space.

R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high-density residential uses including multi-family, two-family, and single-family structures 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 residential neighborhoods with only compatible supporting institutional uses and open space.

April 2024 HPC Item: C-1
William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative
Request for: **Zoning Change From R-2 to R-3**

SECTION 6 **6.1 District Dimensional Standards**

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-

Present Zoning: The parcels are currently zoned R-2 Two-Family Residential

Present Use: William Carey Properties

Future Land Use: Neighborhood Center Mixed-Use District

Surrounding Zoning and Land Use:
North: R-1A Single-Family Residential
South: R-1B Single-Family Residential / R-2 Two-Family Residential / A-1 Agricultural
East: R-1B Single-Family Residential
West: R-3 Multi-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 March 21st, 2024.

History / Background: William Carey University has expanded and acquired multiple properties surrounding its existing campus with the intent to further develop the properties for university use. The rezone requests by William Carey on this agenda are part of a collective rezoning to change the zoning to R-3 for the properties they own and intend to develop. Contiguous parcels can be treated as a single request, but each area should be considered individually as to whether they meet the basis for approval for a zoning change. The R-3 zoning allows the properties to be used for University uses where their current zoning does not.

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 Zoning Change

SUBJECT PARCEL

1506 and 1508 ½ Cherry St — Zoning Change Request

William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

The petitioners request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).





Zoning

- A-2
- R-1A
- R-1B
- R-1C
- R-2
- R-3

Site Information

Property is located at 1506 and 1508 ½ Cherry St (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.04 0.08 Miles

N
W E
S

Site Aerial



Surrounding Area

Northern and Southern Direction: R-1A and R-1B Single-Family Residential





East and Western Directions:
R-1B and R-3 Single-Family/Multi-Family Residential





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

APPLICANT:

Applicant Name: William Carey University
Project Name: Osteopathic Medicine Offices and Future Development
Proposed Use(s): University Staff Offices and Future Development
Project Street Address: 1506 Cherry St., 1508 1/2 Cherry St., SE Corner Sheltonand Cherry St., NE Corner Cherry and County Dr., Shelton Ave.
PPIN Number(s) (if unknown, can be found on tax receipt): 13,777,13779,13776,13787,13786,13785

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☐ Conditional Use (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☒ Re-Zoning (see below)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Overlay District
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ 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
- ☐ Telecommunications
- ☐ Digital Billboard, New
- ☐ Digital Billboard, Replacement
- ☐ Restaurant
- ☐ Solar Farm
- ☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: R-2
Proposed Zoning: R-3

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: Kevin P. Lewis, AIA, Architect

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☒Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-271-7711 Fax: N/A Email: kevin@llgarch.com

Mailing Address: 5211 Old Highwayy 11, Hattiesburg, MS 39402

Secondary:

Name: Robert Blevins

☐Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-318-6155 Fax: _____ Email: _____

Mailing Address: 710 William Carey Parkway, Hattiesburg, MS 39401

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

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 1506 Cherry St, 1508 1/2 Cherry St, SE Corner Sheton and Cherry St, NE Corner Cherry St and County Dr, Shelton Ave (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 7th day of Mar, 2024.

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.

Kevin Lewis

on this the 7th day of Mar, 2024.

Grant Guthrie

Property Owner (print)

Grant Guthrie

Property Owner (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Grant Guthrie,

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 7th day of March, 2024.

Kristy Johnson

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 54036 KRISTY JOHNSON Commission Expires April 20, 2026 FORREST COUNTY

My Commission Expires:

April 20, 2026

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 1506 Cherry Street, 1508 1/2 Cherry Street, Southeast Corner Shelton and Cherry Street, Northeast corner Cherry and County Drive, Shelton Ave (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 7th day of March, 2024.

Kevin P. Lewis
Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Covington

Personally came and appeared before me, the within named Kevin P. Lewis,

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 7th day of March, 2024.

Lisa Williams
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID #126801 LISA WILLIAMS Commission Expires 02/13/2027 COVINGTON COUNTY

My Commission Expires:
2/13/2027

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:

___ 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.

___ 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:_____

X 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 VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

_____

_____

_____

_____

_____

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

_____

_____

_____

_____

_____

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

_____

_____

_____

_____

_____

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

_____

_____

_____

_____

_____

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

_____

_____

_____

_____

_____

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

_____

_____

_____

_____

_____

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

_____

_____

_____

_____

2. Describe the effects the proposed use of utilities and facilities will have on the community.

_____

_____

_____

_____

3. Describe how the size of the site is appropriate for the proposed use.

_____

_____

_____

_____

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

_____

_____

_____

_____

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

_____

_____

_____

_____

6. What is the expected number of customers/employees per day?

_____

_____

_____

_____

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

_____

_____

_____

_____

8. Parking requirements:
   Commercial/Industrial: Paved parking will be provided for _____* vehicles, and _____* ADA vehicles; with _____* loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.

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:

The Land Development Code changed and University Use was moved from R-2 to R-3.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

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 PROPERTIES LOCATED AT 1506 AND 1508 ½ CHERRY ST. (PPIN 13777, 13779, 13776, 13787, 13786, AND 13785) OF FORREST CO., WARD 2 FROM SECTION 4.5.6, R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.7 R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT).

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.: 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 3.: Legal Description of Properties

1 – PPIN 13777

Commence at the NW corner, Lot 7, Block 35 of BURKETT'S SUBDIVISION, in Hattiesburg, Forrest County, Mississippi, being the Point of Beginning, Thence, run East 135.0 feet; thence

run south 70.0 feet; thence, run West 135.0 feet; thence run North 70.0 feet back to Point of Beginning. Parcel of land being a part of Lots 7 & 8; together with all improvements and appurtenances thereunto belonging.
2 – PPIN 13779
A part of Lots 8 & 9, Block 35 of the Burkett's Subdivision, Hattiesburg, Forrest County, Mississippi, and more particularly described as commencing at the Southwest corner of Lot 7, Block 35 of the above said subdivision; thence North and along the West line of said Lot 7 for 130 feet; thence at an interior angle of 89 degrees 40' to the left run Easterly 135.62 feet to the Point of Beginning; thence continue Esterly and along the same line for 5 feet; thence at an exterior angle of 90 degrees 20' to the left run South 130 feet to the North line of Shelton Avenue; thence Easterly along the North line of Shelton Avenue for 17.1 feet; thence run at an interior angle of 97 degrees 49' 30" to the right run Northeasterly 127.2 feet; thence at an exterior angle of 97 degrees 30' to the left run Easterly 11 feet; thence at an interior angle of 90 degrees 04' 30" to the right run Northerly 40 feet; thence at an interior angle of 89 degrees 55' 30" to the right run Westerly 51.2 feet; thence at an interior angle of 90 degrees 04' 30" to the right run Southerly 35.9 feet to the Point of Beginning.
3 – PPIN 13776
All of Lot 10 and Parts of Lot 9, in Block 35 of the Burkett Subdivision, City of Hattiesburg, County of Forrest, State of Mississippi, more fully described as, Commence at the Southwest corner of Lot 10, thence West 122.6 feet; thence North 8' East 127.2 feet; thence East 11 feet; thence North 40 feet; thence West 51 feet; thence North 35 feet; thence East 145 feet; thence South 200 feet back to the Point of Beginning all in Block 15, of the Burkett Subdivision Forrest County, Mississippi.
4 – PPIN 13787.
5 – PPIN 13786, and
6 – PPIN 13785
Lot 6, less North 40 feet, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.
AND
The North 40 feet of Lot 6, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.
AND
Lot 5, Block 46 of the BURKETT SUBDIVISION of the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

PPIN: 26046

Beginning sixty feet east and 617.17 feet north of the Southwest corner of the Southwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, thence run North 728.8 feet more or less to the north line of the Southwest Quarter of the Northwest Quarter, or the Southwest Corner of the Douglas N. Brown property, thence east to the right-of-way of the US Highway 49 By-Pass (now called Paul B. Johnson Memorial Drive) thence in a southeasterly direction along said By-Pass Highway right-of-way to a point due east of the point of beginning which is on the northeastern boundary of the W.R. Fairchild property, thence West along the northern boundary of the W.R. Fairchild property 482.2 feet, more or less, to the point of beginning, all being in the Southwest Quarter of the Northwest Quarter of Section 5, Township 4 North, Range 13 West, Forrest County, Mississippi: said property being further described as that property conveyed to Grantor by Warranty Deed from John T. Brent, Sr. and wife Allie Bang Brent, dated June 19th, 1957, and recorded in Book 188 at page 60 of the records in the office of the Chancery Clerk of Forrest County, at Hattiesburg, Mississippi.

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., 2024.

(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., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

April 3rd, 2023

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Amy Hinton, Chair
5. Rebekah Ray, Secretary
6. Lee Anne Venable
7. Carlos Wilson
8. Michael Dickerson (Online)

Members Absent:

1. Charles Dawe
2. Michael Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, 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 1:04 p.m.

AGENDA REVIEW

Vice Chair Pickett made a motion to accept the agenda, seconded by Commissioner Ray. All members present were in favor.

Motion:

Made by Vice Chair Pickett

Second:

Made by Commissioner Ray

DRAFT

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Lockett made a motion to approve the March 6th minutes, and Commissioner Wilson seconded this motion.

Motion:

Made by Commissioner Lockett

Second:

Made by Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for March 2023.

DRAFT

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, he announced that the Ivy Row case was tabled by City Council on April 2nd and that a traffic study from the Mississippi Department of Transportation was requested for this case. Also, Mr. Satcher mentioned that outreach was made to the community to inform them about property loss areas. Mr. Cory Long, Planning Manager mentioned that the planning study for Broadway was scheduled and invited the Commissioners to provide input for this project. Mr. Long also introduced Attorney David Miller as part of the City of Hattiesburg Staff.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Tina Bruce, representative, and owner, requests conditional use approval for a "Group Care Facility" for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

Discussion and Vote:

Staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Dr. Bruce came to speak on behalf of the proposal. Commissioner Ray questioned the applicant about the number of staff available for this site. Chair Hinton raised a question related to security in the area. Vice Chair Pickett questioned the applicant about outdoor activities and the amount of changes that will be made to the building to make it habitable. Attorney Miller questioned the applicant about legal affiliations. Chair Hinton closed the public hearing portion of the meeting, and then Staff and Commissioners discussed the case.

Presented by:

Dr. Tina Bruce

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Wilson to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item B:

Cliff Norman, owner and representative for High Cotton Properties, LLC., and Chris Johnson, Engineer, request approval for a preliminary plat for a major subdivision for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

Discussion and Vote:

The Planning staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Mr. Cliff Norman came to speak on behalf of the project. Vice Chair Pickett and Commissioner Conville questioned the applicant about the contractors in charge of the project. The public hearing portion of the meeting was closed and a motion was made to approve the preliminary plat for a major subdivision.

Presented by:

Cliff Norman

Proponents:

1. None

Opponents:

1. None

Motion:

DRAFT

Made by Commissioner Ray to approve

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Items C-1 to C-5:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative

Discussion and Vote:

The planning staff introduced the case. Commissioners questioned the staff about the proposed parking lots and current zoning. Commissioner Conville raised questions about possible spot zoning in the area. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Kevin Lewis came to speak on behalf of the proposal. Vice Chair Pickett questioned the applicant about the guard shack and intersection sight. Also, Mr. Satcher explained that intersection sights and guard shacks would be reviewed at the Site Plan Review meeting, and visibility would follow the requirements of the Land Development Code. Chair Hinton closed the public portion of the meeting. The public hearing portion of the meeting was closed. Commissioners agreed to discuss these cases collectively and motions were made for Items C-1 to C-5 as follows:

Presented by:

Kevin Lewis

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville to approve

Second:

Made by Commissioner Lockett

DRAFT

Item C-1:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-2:

William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

DRAFT

Item C-3:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-4:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Picket			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

DRAFT

Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-5:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential) for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-6:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request to amend the Land Development Code, Ord. No. 3209 as amended, to make changes to Section 5, Use Regulations and Conditions. The request is to add additional use regulations for the use category of "School, University, or College", specifically for accessory uses and building heights.

Discussion and Vote:
Commissioners and Planning Staff discussed the proposed changes in the Land Development Code. Vice Chair Pickett suggested additional time to be able to review the proposed changes. Commissioner Conville made a motion to postpone Item C-6 in the agenda for additional review

DRAFT

until next Hattiesburg Planning Commission hearing, Vice Chair Pickett seconded this motion.

Presented by:
Kevin Lewis
Proponents:
1. None

Opponents:
1. None

Motion:
Made by Commissioner Conville to postpone

Second:
Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item D:
Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request approval for rezoning from R-2 (Two-family residential) to I-1 (Light Industrial) for a property located adjacent to 3000 West 7th Street (PPIN 26407, Ward 1, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Chair Hinton opened the public portion of the meeting. Mr. Chris Bowen came to speak on behalf of the proposal. Commissioner Conville questioned the applicant about the dimensions of the vacant lot and how many parking spaces would be available. Commissioner Venable exited the room. Chair Hinton closed the public hearing portion of the meeting. This item had a publication error during advertising, which was discussed by the Commissioners and staff. Vice Chair Pickett made a motion to table the item until the next Planning Commission public hearing, Commissioner Lockett seconded the motion.

Presented by:

Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Pickett to table

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item E:

The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 4 and 6. More specifically, the changes are related to regulatory flood zone properties within the A-1 zoning district to increase the minimum lot size requirement and reduce the total developable area. 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. It was suggested by Cory Long, Planning Manager, that additional time be given for proper outreach to the community. Convissioner Conville made a motion to postpone this case and Lockett seconded this motion.

Presented by:

Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Conville to postpone

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 3:18 p.m.

Motion:

Made by Commissioner Conville

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		

DRAFT

Charles Dawe			ABSENT
Michael Pruitt			ABSENT

_____

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, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Adopt an Ordinance; request to rezone property by William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, for a property located at 1412 Cherry St from R-2 (Two-family residential) to R-3 (Multi-family residential), (Ward 2). Planning Commission recommended to approve.**
File Number: 2024-1122
Minute Book #

Summary
Approve a zoning change requested by William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

The Planning Commission recommended approval on April 3rd, 2024.

Recommendation Statement
The Planning Commission recommended approval on April 3rd, 2024.

Please place this on the April 16, 2024 City Council meeting for consideration.

April 2024 HPC Item: C-2
William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative
Request for: **Zoning Change From R-2 to R-3**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1412 Cherry St	2-038G-15-221.00	13715	2

Request: **Zoning Change From R-2 to R-3 (Multi-Family Residential)**

Purpose of Request: To request **approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential)** for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

R-2 Two-Family Residential District: The purpose of the R-2 District is to permit medium density residential uses including two-family, or duplex structures, 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 residential neighborhoods with only compatible supporting institutional uses and open space.

R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures 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 residential neighborhoods with only compatible supporting institutional uses and open space.

April 2024 HPC Item: C-2
William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative
Request for: **Zoning Change From R-2 to R-3**

SECTION 6 **6.1 District Dimensional Standards**

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-

Present Zoning: The parcels are currently zoned R-2 Two-Family Residential

Present Use: William Carey Properties

Future Land Use: Neighborhood Center Mixed-Use District

Surrounding Zoning and Land Use:
North: R-1A Single-Family Residential
South: R-1B Single-Family Residential
East: R-1A Single-Family Residential
West: R-3 Multi-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 March 21st, 2024.

History / Background: William Carey University has expanded and acquired multiple properties surrounding its existing campus with the intent to further develop the properties for university use. The rezone requests by William Carey on this agenda are part of a collective rezoning to change the zoning to R-3 for the properties they own and intend to develop. Contiguous parcels can be treated as a single request, but each area should be considered individually as to whether they meet the basis for approval for a zoning change. The R-3 zoning allows the properties to be used for University uses where their current zoning does not.

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 Zoning Change

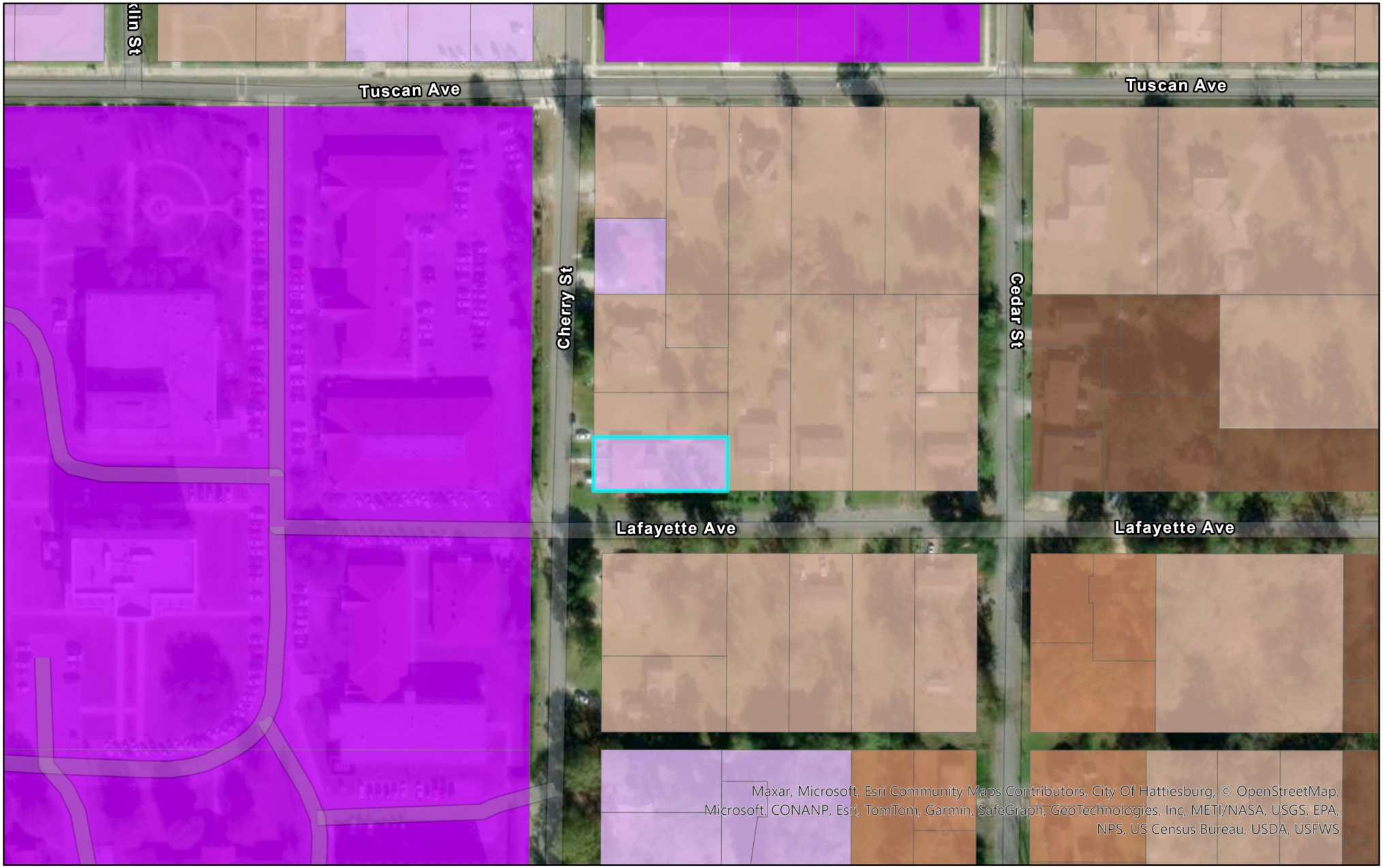
SUBJECT PARCEL

1412 Cherry St — Zoning Change Request

William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

The petitioners request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).





Zoning

- R-1A
- R-1B
- R-1C
- R-2
- R-3

Site Information

Property is located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.04 0.09 Miles

N
W E
S

Site Aerial



Surrounding Area



Northern and Southern Direction: R-1A and R-1B Single-Family Residential





East and Western Directions:

R-1A and R-3 Single-Family/Multi-Family Residential

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

APPLICANT:

Applicant Name: William Carey University
Project Name: Future University Expansion
Proposed Use(s): University
Project Street Address: 1412 Cherry St.
PPIN Number(s) (if unknown, can be found on tax receipt): 13715

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☐ Conditional Use (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☒ Re-Zoning (see below)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Overlay District
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ 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
- ☐ Telecommunications
- ☐ Digital Billboard, New
- ☐ Digital Billboard, Replacement
- ☐ Restaurant
- ☐ Solar Farm
- ☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: R-2
Proposed Zoning: R-3

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: Kevin P. Lewis, AIA, Architect

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☒Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-271-7711 Fax: N/A Email: kevin@llgarch.com

Mailing Address: 5211 Old Highwayy 11, Hattiesburg, MS 39402

Secondary:

Name: Robert Blevins

☐Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-318-6155 Fax: _____ Email: _____

Mailing Address: 710 William Carey Parkway, Hattiesburg, MS 39401

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

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

1412 Cherry Street | Hattiesburg | MS

Street Address | **City** | **State**

on this the 7th day of Mar, 2024.

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.

Kevin Lewis

on this the 7th day of Mar, 2024.

Grant Guthrie

Property Owner (print)

Grant Guthrie

Property Owner (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Grant Guthrie, 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 7th day of March, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 54036 KRISTY JOHNSON Commission Expires April 20, 2026 FORREST COUNTY

My Commission Expires:

April 20, 2026

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

1412 Cherry Street (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 7th day of March, 2024.

Kevin P. Lewis
Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Covington

Personally came and appeared before me, the within named Kevin P. Lewis,

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 7th day of March, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID #126801 LISA WILLIAMS Commission Expires 02/13/2027 COVINGTON COUNTY

My Commission Expires:
2/13/2027

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:

___ 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.

___ 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:_____

X Payment to the City of Hattiesburg for filing application in the amount of $400.00.

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 VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

_____

_____

_____

_____

_____

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

_____

_____

_____

_____

_____

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

_____

_____

_____

_____

_____

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

_____

_____

_____

_____

_____

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

_____

_____

_____

_____

_____

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

_____

_____

_____

_____

_____

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

_____

_____

_____

_____

2. Describe the effects the proposed use of utilities and facilities will have on the community.

_____

_____

_____

_____

3. Describe how the size of the site is appropriate for the proposed use.

_____

_____

_____

_____

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

_____

_____

_____

_____

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

_____

_____

_____

_____

6. What is the expected number of customers/employees per day?

_____

_____

_____

_____

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

_____

_____

_____

_____

8. Parking requirements:
   Commercial/Industrial: Paved parking will be provided for _____* vehicles, and _____* ADA vehicles; with _____* loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.

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:

The Land Development Code changed and University Use was moved from R-2 to R-3.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

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 PROPERTIES LOCATED AT 1412 CHERRY ST. (PPIN 13715) OF FORREST CO., WARD 2 FROM SECTION 4.5.6, R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.7 R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT).

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.: 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 3.: Legal Description of Properties

PPIN 13715
The South Fifty (50) feet of Lots Seven (7) and Eight (8), in Block Thirty (30) of the Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the plat

thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, said parcel of land having a width of 50 feet and depth of 140 feet, together with all improvements thereon and appurtenances thereunto belonging.
And also:
All of the rights, title, and interest in all of the North Ten (10) feet of Lafeyette Avenue lying West of Cedar Street and East of Cherry Street and all of the East ten (10) feet of Cherry Street lying South of Tuscan Avenue and North of Lafayette Avenue, all in Block Thirty (30) of the said Burkett Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, said portion of the said Lafayette Avenue and of the said Cherry Street having been closed and vacated by Ordinance No. 1367 of the City of Hattiesburg, Mississippi, passed, adopted and approved by the Mayor and Commissioners of said City on August 31, A.D., 1959.

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., 2024.

(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., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

April 3rd, 2023

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Amy Hinton, Chair
5. Rebekah Ray, Secretary
6. Lee Anne Venable
7. Carlos Wilson
8. Michael Dickerson (Online)

Members Absent:

1. Charles Dawe
2. Michael Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, 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 1:04 p.m.

AGENDA REVIEW

Vice Chair Pickett made a motion to accept the agenda, seconded by Commissioner Ray. All members present were in favor.

Motion:

Made by Vice Chair Pickett

Second:

Made by Commissioner Ray

DRAFT

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Lockett made a motion to approve the March 6th minutes, and Commissioner Wilson seconded this motion.

Motion:

Made by Commissioner Lockett

Second:

Made by Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for March 2023.

DRAFT

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, he announced that the Ivy Row case was tabled by City Council on April 2nd and that a traffic study from the Mississippi Department of Transportation was requested for this case. Also, Mr. Satcher mentioned that outreach was made to the community to inform them about property loss areas. Mr. Cory Long, Planning Manager mentioned that the planning study for Broadway was scheduled and invited the Commissioners to provide input for this project. Mr. Long also introduced Attorney David Miller as part of the City of Hattiesburg Staff.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Tina Bruce, representative, and owner, requests conditional use approval for a "Group Care Facility" for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

Discussion and Vote:

Staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Dr. Bruce came to speak on behalf of the proposal. Commissioner Ray questioned the applicant about the number of staff available for this site. Chair Hinton raised a question related to security in the area. Vice Chair Pickett questioned the applicant about outdoor activities and the amount of changes that will be made to the building to make it habitable. Attorney Miller questioned the applicant about legal affiliations. Chair Hinton closed the public hearing portion of the meeting, and then Staff and Commissioners discussed the case.

Presented by:

Dr. Tina Bruce

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Wilson to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item B:

Cliff Norman, owner and representative for High Cotton Properties, LLC., and Chris Johnson, Engineer, request approval for a preliminary plat for a major subdivision for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

Discussion and Vote:

The Planning staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Mr. Cliff Norman came to speak on behalf of the project. Vice Chair Pickett and Commissioner Conville questioned the applicant about the contractors in charge of the project. The public hearing portion of the meeting was closed and a motion was made to approve the preliminary plat for a major subdivision.

Presented by:

Cliff Norman

Proponents:

1. None

Opponents:

1. None

Motion:

DRAFT

Made by Commissioner Ray to approve

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Items C-1 to C-5:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative

Discussion and Vote:

The planning staff introduced the case. Commissioners questioned the staff about the proposed parking lots and current zoning. Commissioner Conville raised questions about possible spot zoning in the area. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Kevin Lewis came to speak on behalf of the proposal. Vice Chair Pickett questioned the applicant about the guard shack and intersection sight. Also, Mr. Satcher explained that intersection sights and guard shacks would be reviewed at the Site Plan Review meeting, and visibility would follow the requirements of the Land Development Code. Chair Hinton closed the public portion of the meeting. The public hearing portion of the meeting was closed. Commissioners agreed to discuss these cases collectively and motions were made for Items C-1 to C-5 as follows:

Presented by:

Kevin Lewis

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville to approve

Second:

Made by Commissioner Lockett

DRAFT

Item C-1:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-2:

William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

DRAFT

Item C-3:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-4:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Picket			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

DRAFT

Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-5:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential) for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-6:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request to amend the Land Development Code, Ord. No. 3209 as amended, to make changes to Section 5, Use Regulations and Conditions. The request is to add additional use regulations for the use category of "School, University, or College", specifically for accessory uses and building heights.

Discussion and Vote:
Commissioners and Planning Staff discussed the proposed changes in the Land Development Code. Vice Chair Pickett suggested additional time to be able to review the proposed changes. Commissioner Conville made a motion to postpone Item C-6 in the agenda for additional review

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until next Hattiesburg Planning Commission hearing, Vice Chair Pickett seconded this motion.

Presented by:
Kevin Lewis
Proponents:
1. None

Opponents:
1. None

Motion:
Made by Commissioner Conville to postpone

Second:
Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item D:
Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request approval for rezoning from R-2 (Two-family residential) to I-1 (Light Industrial) for a property located adjacent to 3000 West 7th Street (PPIN 26407, Ward 1, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Chair Hinton opened the public portion of the meeting. Mr. Chris Bowen came to speak on behalf of the proposal. Commissioner Conville questioned the applicant about the dimensions of the vacant lot and how many parking spaces would be available. Commissioner Venable exited the room. Chair Hinton closed the public hearing portion of the meeting. This item had a publication error during advertising, which was discussed by the Commissioners and staff. Vice Chair Pickett made a motion to table the item until the next Planning Commission public hearing, Commissioner Lockett seconded the motion.

Presented by:

Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Pickett to table

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item E:

The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 4 and 6. More specifically, the changes are related to regulatory flood zone properties within the A-1 zoning district to increase the minimum lot size requirement and reduce the total developable area. 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. It was suggested by Cory Long, Planning Manager, that additional time be given for proper outreach to the community. Convissioner Conville made a motion to postpone this case and Lockett seconded this motion.

Presented by:

Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Conville to postpone

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 3:18 p.m.

Motion:

Made by Commissioner Conville

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		

DRAFT

Charles Dawe			ABSENT
Michael Pruitt			ABSENT

_____

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, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Adopt an Ordinance; request to rezone property by William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning for a property located at 1406 Cherry St from R-2 (Two-family residential) to R-3 (Multi-family residential), (Ward 2). Planning Commission recommended to approve.**
File Number: 2024-1123
Minute Book #

Summary
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

The Planning Commission recommended approval on April 3rd, 2024.

Recommendation Statement
The Planning Commission recommended approval on April 3rd, 2024.

Please place this on the April 16, 2024 City Council meeting for consideration.

April 2024 HPC Item: C-3
William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative
Request for: **Zoning Change From R-2 to R-3**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
1406 Cherry St	2-038G-15-216.00	13713	2

Request: **Zoning Change From R-2 to R-3 (Multi-Family Residential)**

Purpose of Request: To request **approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential)** for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

R-2 Two-Family Residential District: The purpose of the R-2 District is to permit medium density residential uses including two-family, or duplex structures, 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 residential neighborhoods with only compatible supporting institutional uses and open space.

R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high-density residential uses including multi-family, two-family, and single-family structures 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 residential neighborhoods with only compatible supporting institutional uses and open space.

April 2024 HPC Item: C-3
William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative
Request for: **Zoning Change From R-2 to R-3**

SECTION 6 **6.1 District Dimensional Standards**

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-

Present Zoning: The parcels are currently zoned R-2 Two-Family Residential

Present Use: William Carey Properties

Future Land Use: Neighborhood Center Mixed-Use District

Surrounding Zoning and Land Use:
North: R-1A Single-Family Residential / R-3 Multi-Family Residential
South: R-1A Single-Family Residential
East: R-1A Single-Family Residential
West: R-3 Multi-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 March 21st, 2024.

History / Background: William Carey University has expanded and acquired multiple properties surrounding its existing campus with the intent to further develop the properties for university use. The rezone requests by William Carey on this agenda are part of a collective rezoning to change the zoning to R-3 for the properties they own and intend to develop. Contiguous parcels can be treated as a single request, but each area should be considered individually as to whether they meet the basis for approval for a zoning change. The R-3 zoning allows the properties to be used for University uses where their current zoning does not.

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 Zoning Change

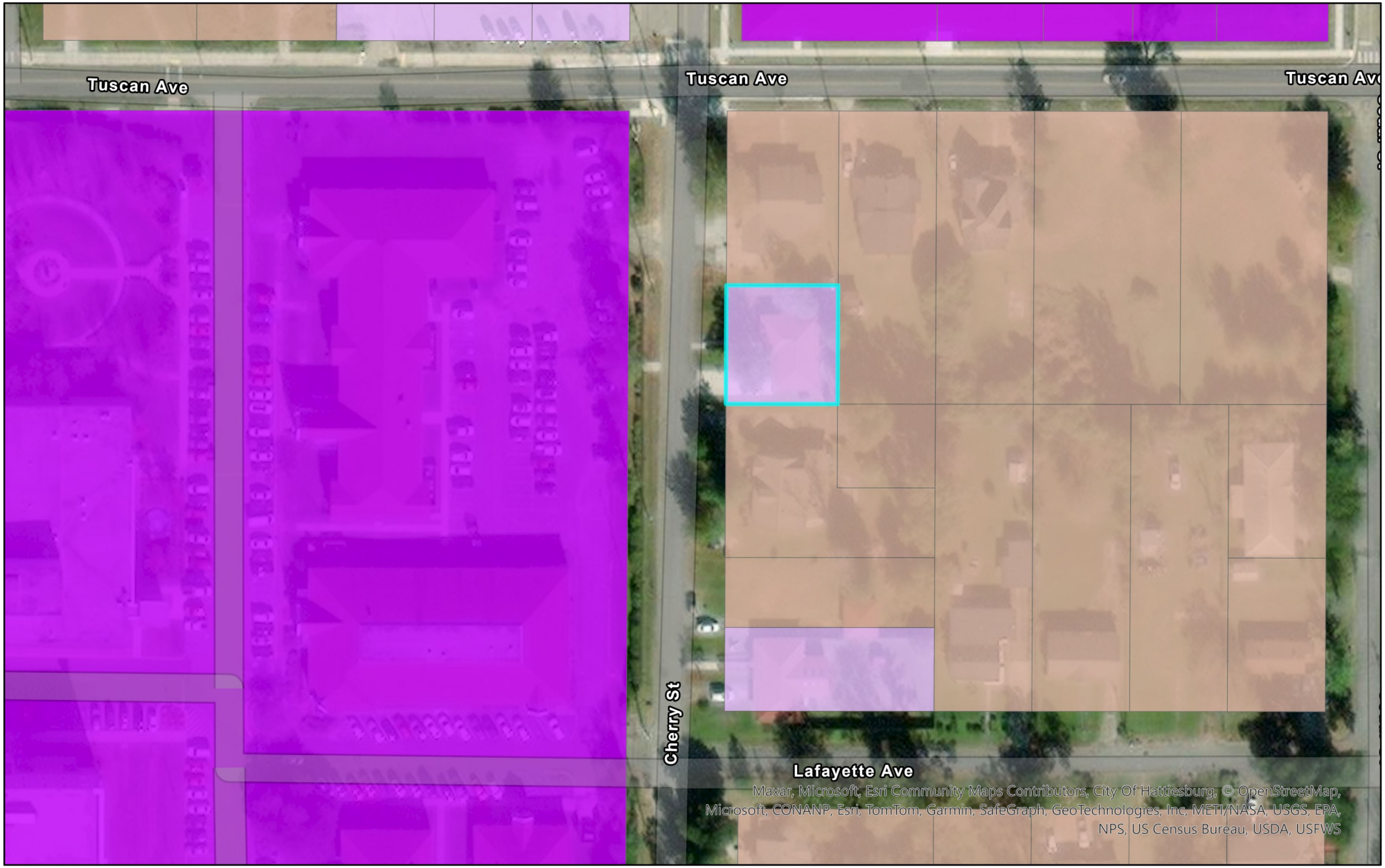
SUBJECT PARCEL

1406 Cherry St — Zoning Change Request

William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

The petitioners request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).





Zoning

- R-1A
- R-2
- R-3

Site Information

Property is located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.03 0.06 Miles

N
W E
S

Site Aerial



Surrounding Area

Northern and Southern Direction: R-1A Single-Family and R-3 Multi-Family





East and Western Directions:
R-1A Single-Family and R-3 Multi-Family





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

APPLICANT:

Applicant Name: William Carey University
Project Name: Future University Expansion
Proposed Use(s): University
Project Street Address: 1406 Cherry St.
PPIN Number(s) (if unknown, can be found on tax receipt): 13713

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☐ Conditional Use (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☒ Re-Zoning (see below)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Overlay District
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ 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
- ☐ Telecommunications
- ☐ Digital Billboard, New
- ☐ Digital Billboard, Replacement
- ☐ Restaurant
- ☐ Solar Farm
- ☐ Other: _____

For Re-Zoning Only, see p. 11:

Existing Zoning: R-2
Proposed Zoning: R-3

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: Kevin P. Lewis, AIA, Architect

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☒Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-271-7711 Fax: N/A Email: kevin@llgarch.com

Mailing Address: 5211 Old Highwayy 11, Hattiesburg, MS 39402

Secondary:

Name: Robert Blevins

☐Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-318-6155 Fax: _____ Email: _____

Mailing Address: 710 William Carey Parkway, Hattiesburg, MS 39401

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

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 1406 Cherry Street Hattiesburg MS,

Street Address **City** **State**

on this the 7th day of Mar, 2024.

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.

Kevin Lewis

on this the 7th day of Mar, 2024.

Grant Guthrie

Property Owner (print)

Property Owner (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Grant Guthrie,

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 7th day of March, 2024.

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 54036 KRISTY JOHNSON Commission Expires April 20, 2026 FORREST COUNTY

NOTARY PUBLIC

My Commission Expires:

April 20, 2026

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

1406 Cherry Street (**Street Address**) Hattiesburg (**City**) MS (**State**),

on this the 7th day of March, 2024.

Kevin P. Lewis
Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Covington

Personally came and appeared before me, the within named Kevin P. Lewis,

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 7th day of March, 2024.

Lisa Williams
NOTARY PUBLIC

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID #126801
LISA WILLIAMS
Commission Expires
02/13/2027
COVINGTON COUNTY

My Commission Expires:
2/13/2027

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:

___ 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.

___ 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:_____

X Payment to the City of Hattiesburg for filing application in the amount of $400.00.

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 VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

_____

_____

_____

_____

_____

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

_____

_____

_____

_____

_____

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

_____

_____

_____

_____

_____

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

_____

_____

_____

_____

_____

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

_____

_____

_____

_____

_____

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

_____

_____

_____

_____

_____

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

_____

_____

_____

_____

2. Describe the effects the proposed use of utilities and facilities will have on the community.

_____

_____

_____

_____

3. Describe how the size of the site is appropriate for the proposed use.

_____

_____

_____

_____

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

_____

_____

_____

_____

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

_____

_____

_____

_____

6. What is the expected number of customers/employees per day?

_____

_____

_____

_____

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

_____

_____

_____

_____

8. Parking requirements:
   Commercial/Industrial: Paved parking will be provided for _____* vehicles, and _____* ADA vehicles; with _____* loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.

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:

The Land Development Code changed and University Use was moved from R-2 to R-3.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

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 A PROPERTY LOCATED AT 1406 CHERRY ST. (PPIN 13713) OF FORREST CO., WARD 2 FROM SECTION 4.5.6, R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.7 R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT).

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.: 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 3.: Legal Description of Properties

PPIN 13713
The South 75 feet of Lot Six (6), Block Thirty (30) of BURKETT'S SUBDIVISION, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in

the office of the Chancery Clerk of Forrest County, Mississippi.

AND ALSO:

A part of that part of vacated Cherry Street more particularly described as follows, to wit: Commence at the Southwest Corner of Lot 6, block 30 of Burkett's Subdivision and run thence North along the West margin of Lot 6, Block 30 of said subdivision for a distance of 75 feet, run thence West for a distance of 10 feet, run thence South for a distance of 75 feet, run thence East for a distance of 10 feet to the point of beginning; together with all improvements thereon and appurtenances thereunto belonging.

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., 2024.

(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., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

April 3rd, 2023

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Amy Hinton, Chair
5. Rebekah Ray, Secretary
6. Lee Anne Venable
7. Carlos Wilson
8. Michael Dickerson (Online)

Members Absent:

1. Charles Dawe
2. Michael Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, 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 1:04 p.m.

AGENDA REVIEW

Vice Chair Pickett made a motion to accept the agenda, seconded by Commissioner Ray. All members present were in favor.

Motion:

Made by Vice Chair Pickett

Second:

Made by Commissioner Ray

DRAFT

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Lockett made a motion to approve the March 6th minutes, and Commissioner Wilson seconded this motion.

Motion:

Made by Commissioner Lockett

Second:

Made by Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for March 2023.

DRAFT

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, he announced that the Ivy Row case was tabled by City Council on April 2nd and that a traffic study from the Mississippi Department of Transportation was requested for this case. Also, Mr. Satcher mentioned that outreach was made to the community to inform them about property loss areas. Mr. Cory Long, Planning Manager mentioned that the planning study for Broadway was scheduled and invited the Commissioners to provide input for this project. Mr. Long also introduced Attorney David Miller as part of the City of Hattiesburg Staff.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Tina Bruce, representative, and owner, requests conditional use approval for a "Group Care Facility" for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

Discussion and Vote:

Staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Dr. Bruce came to speak on behalf of the proposal. Commissioner Ray questioned the applicant about the number of staff available for this site. Chair Hinton raised a question related to security in the area. Vice Chair Pickett questioned the applicant about outdoor activities and the amount of changes that will be made to the building to make it habitable. Attorney Miller questioned the applicant about legal affiliations. Chair Hinton closed the public hearing portion of the meeting, and then Staff and Commissioners discussed the case.

Presented by:

Dr. Tina Bruce

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Wilson to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item B:

Cliff Norman, owner and representative for High Cotton Properties, LLC., and Chris Johnson, Engineer, request approval for a preliminary plat for a major subdivision for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

Discussion and Vote:

The Planning staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Mr. Cliff Norman came to speak on behalf of the project. Vice Chair Pickett and Commissioner Conville questioned the applicant about the contractors in charge of the project. The public hearing portion of the meeting was closed and a motion was made to approve the preliminary plat for a major subdivision.

Presented by:

Cliff Norman

Proponents:

1. None

Opponents:

1. None

Motion:

DRAFT

Made by Commissioner Ray to approve

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Items C-1 to C-5:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative

Discussion and Vote:

The planning staff introduced the case. Commissioners questioned the staff about the proposed parking lots and current zoning. Commissioner Conville raised questions about possible spot zoning in the area. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Kevin Lewis came to speak on behalf of the proposal. Vice Chair Pickett questioned the applicant about the guard shack and intersection sight. Also, Mr. Satcher explained that intersection sights and guard shacks would be reviewed at the Site Plan Review meeting, and visibility would follow the requirements of the Land Development Code. Chair Hinton closed the public portion of the meeting. The public hearing portion of the meeting was closed. Commissioners agreed to discuss these cases collectively and motions were made for Items C-1 to C-5 as follows:

Presented by:

Kevin Lewis

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville to approve

Second:

Made by Commissioner Lockett

DRAFT

Item C-1:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-2:

William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

DRAFT

Item C-3:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-4:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Picket			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

DRAFT

Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-5:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential) for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-6:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request to amend the Land Development Code, Ord. No. 3209 as amended, to make changes to Section 5, Use Regulations and Conditions. The request is to add additional use regulations for the use category of "School, University, or College", specifically for accessory uses and building heights.

Discussion and Vote:
Commissioners and Planning Staff discussed the proposed changes in the Land Development Code. Vice Chair Pickett suggested additional time to be able to review the proposed changes. Commissioner Conville made a motion to postpone Item C-6 in the agenda for additional review

DRAFT

until next Hattiesburg Planning Commission hearing, Vice Chair Pickett seconded this motion.

Presented by:
Kevin Lewis
Proponents:
1. None

Opponents:
1. None

Motion:
Made by Commissioner Conville to postpone

Second:
Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item D:
Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request approval for rezoning from R-2 (Two-family residential) to I-1 (Light Industrial) for a property located adjacent to 3000 West 7th Street (PPIN 26407, Ward 1, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Chair Hinton opened the public portion of the meeting. Mr. Chris Bowen came to speak on behalf of the proposal. Commissioner Conville questioned the applicant about the dimensions of the vacant lot and how many parking spaces would be available. Commissioner Venable exited the room. Chair Hinton closed the public hearing portion of the meeting. This item had a publication error during advertising, which was discussed by the Commissioners and staff. Vice Chair Pickett made a motion to table the item until the next Planning Commission public hearing, Commissioner Lockett seconded the motion.

Presented by:

Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Pickett to table

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item E:

The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 4 and 6. More specifically, the changes are related to regulatory flood zone properties within the A-1 zoning district to increase the minimum lot size requirement and reduce the total developable area. 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. It was suggested by Cory Long, Planning Manager, that additional time be given for proper outreach to the community. Convissioner Conville made a motion to postpone this case and Lockett seconded this motion.

Presented by:

Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Conville to postpone

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 3:18 p.m.

Motion:

Made by Commissioner Conville

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		

DRAFT

Charles Dawe			ABSENT
Michael Pruitt			ABSENT

_____

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, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Adopt an Ordinance; request to rezone property by William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning a property located at the intersection of Franklin Street and Magnolia Avenue from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential), (Ward 2). Planning Commission recommended to approve.**
File Number: 2024-1125
Minute Book #

Summary
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential) for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

The Planning Commission recommended approval on April 3rd, 2024.

Recommendation Statement
The Planning Commission recommended approval on April 3rd, 2024.

Please place this on the April 16, 2024 City Council meeting for consideration.

April 2024 HPC Item: C-4
William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative
Request for: **Zoning Change From R-2 to R-3**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
Cherry Avenue and Tuscan Ave	2-038G-15-207.00	13651	2
	2-038G-15-208.00	13652	2
	2-038G-15-210.00	13653	2
	2-038G-15-211.00	13654	2
	2-038G-15-209.00	13655	2

Request: **Zoning Change From R-2 to R-3 (Multi-Family Residential)**

Purpose of Request: To request **approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential)** for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

R-2 Two-Family Residential District: The purpose of the R-2 District is to permit medium-density residential uses including two-family, or duplex structures, 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 residential neighborhoods with only compatible supporting institutional uses and open space.

R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures 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 residential neighborhoods with only

compatible supporting institutional uses and open space.

SECTION 6 **6.1 District Dimensional Standards**

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-

Present Zoning: The parcels are currently zoned R-2 Two-Family Residential and R-1B Single Family Residential

Present Use: William Carey Properties

Future Land Use: Neighborhood Center Mixed-Use District

Surrounding Zoning and Land Use:
North: R-1A Single-Family Residential
South: R-3 Multi-Family Residential
East: R-3 Multi-Family Residential
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 March 21st, 2024.

History / Background: William Carey University has expanded and acquired multiple properties surrounding its existing campus with the intent to further develop the properties for university use. The rezone requests by William Carey on this agenda are part of a collective rezoning to change the zoning to R-3 for the properties they own and intend to develop. Contiguous parcels can be treated as a single request, but each area should be considered individually as to whether they meet the basis for approval for a zoning change. The R-3 zoning allows the properties to be used for University uses where their current zoning does not.

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 Zoning Change

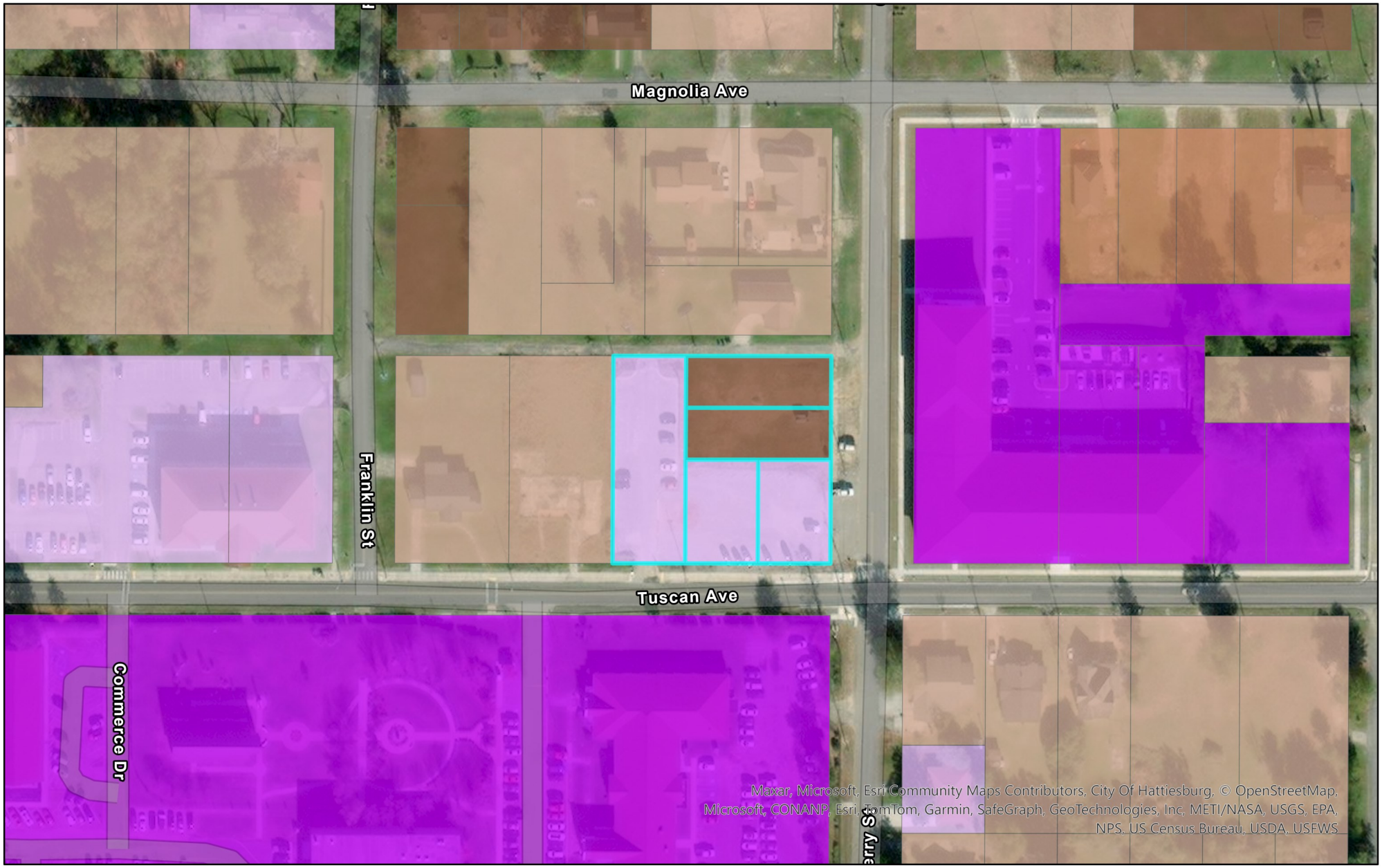
SUBJECT PARCEL

Cherry Avenue and Tuscan Ave — Zoning Change Request

William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

The petitioners request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).





Zoning

- R-1A
- R-1B
- R-1C
- R-2
- R-3

Site Information

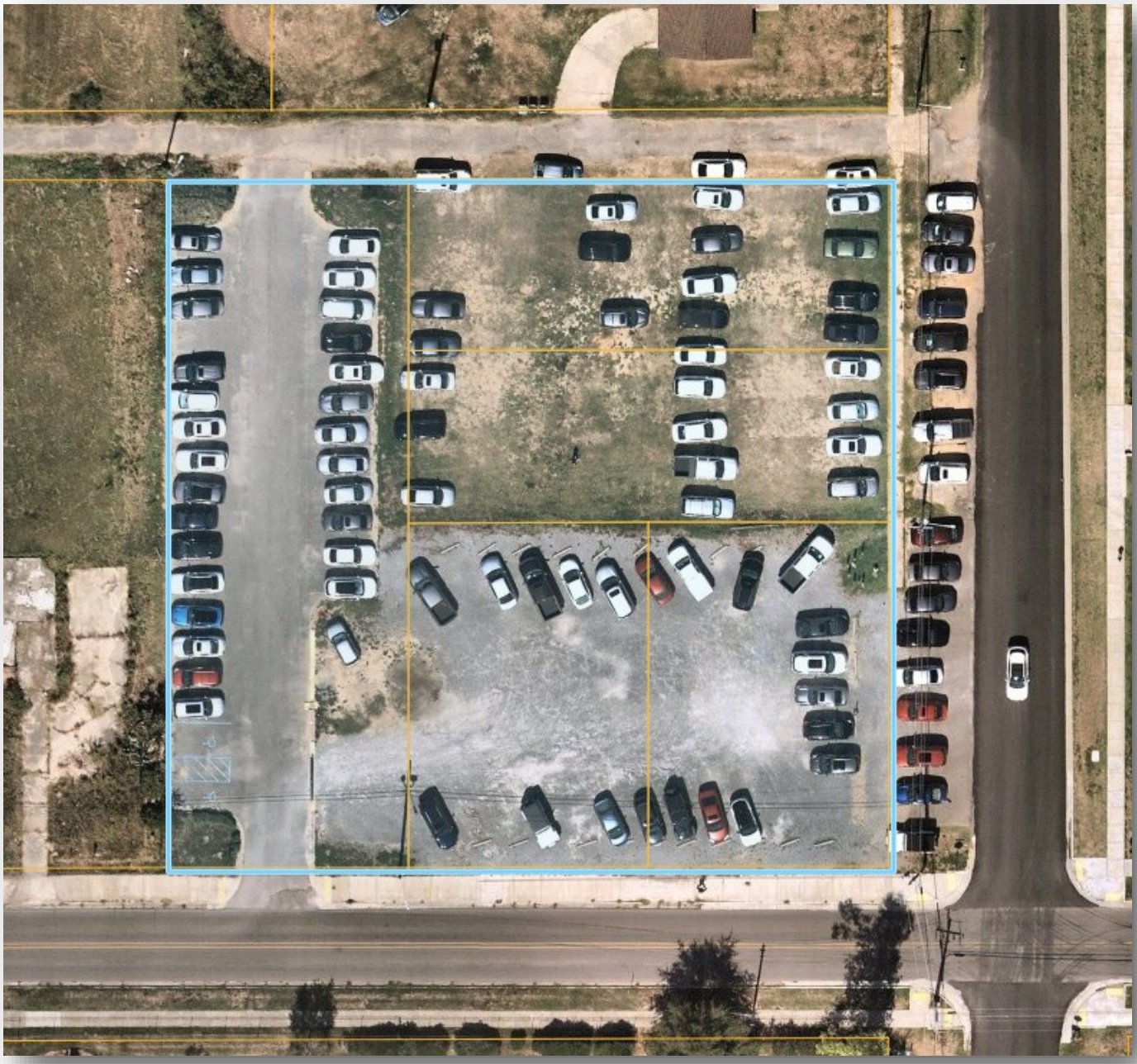
Property is located at at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.04 0.08 Miles

N
W E
S

Site Aerial



Surrounding Area

Northern and Southern Direction: R-1A and R-3 Single-Family/Multi-Family Residential



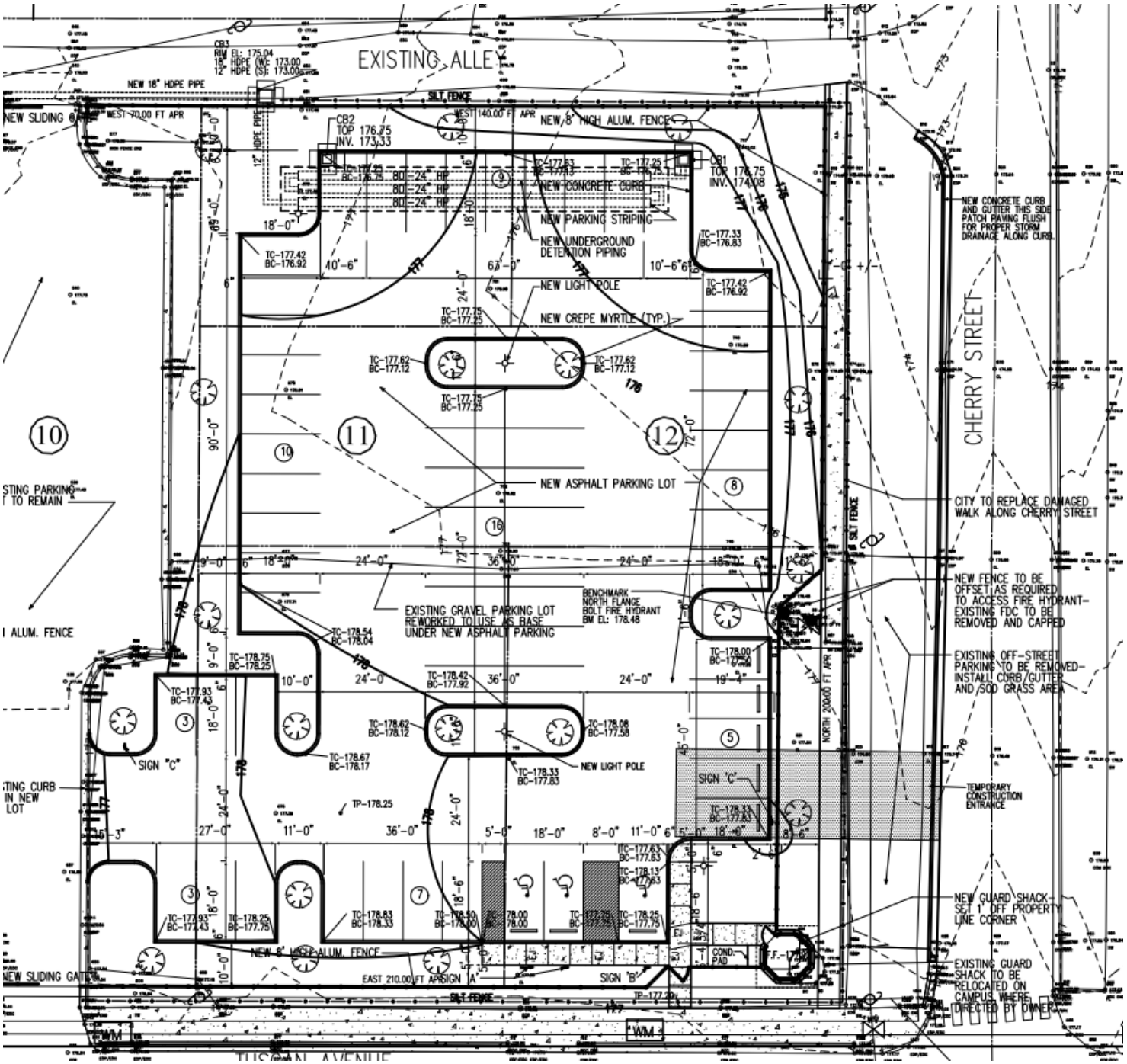


East and Western Directions:
R-1A and R-3 Single-Family/Multi-Family Residential

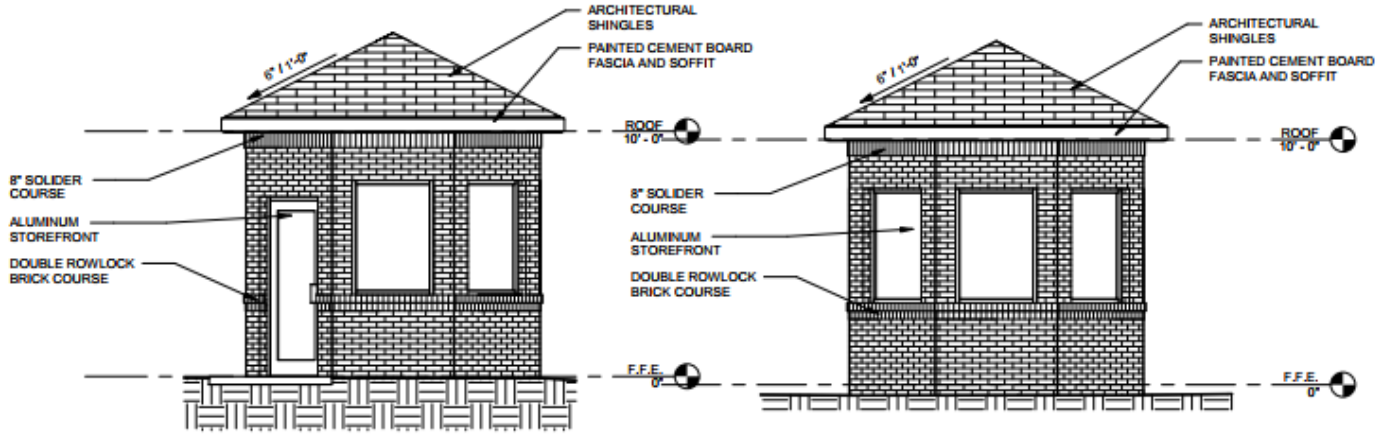




Preliminary Site Plan for Parking with Guard Shack

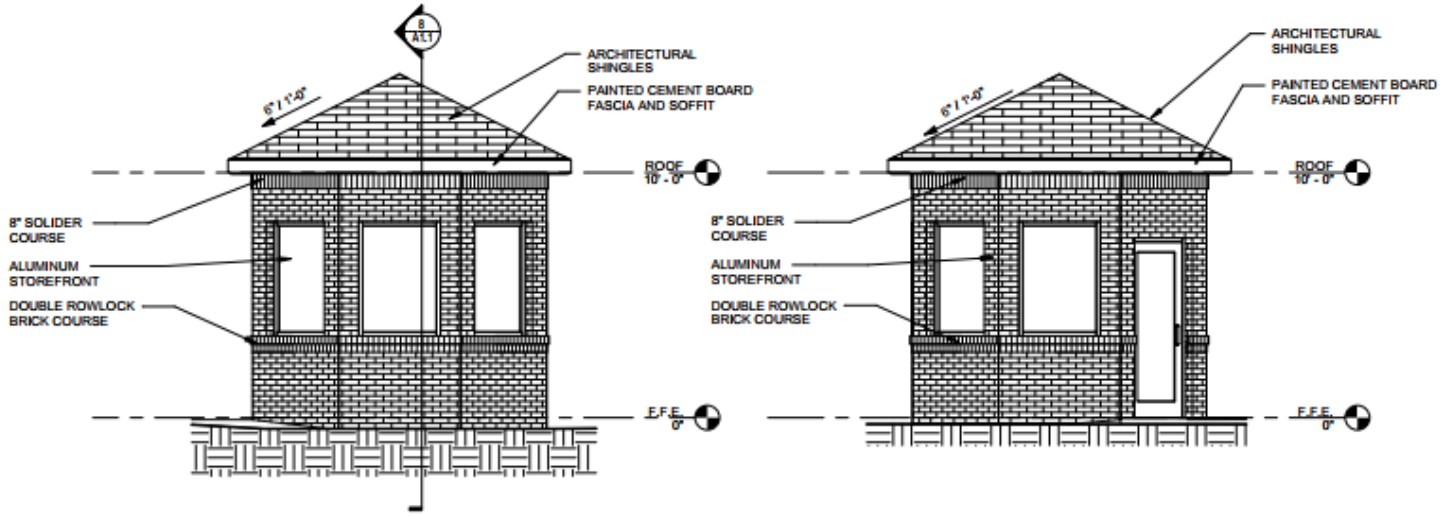


Proposed Building Elevations



3 LEFT SIDE ELEVATION
1/4" = 1'-0"

4 RIGHT SIDE ELEVATION
1/4" = 1'-0"



5 FRONT ELEVATION
1/4" = 1'-0"

6 BACK ELEVATION
1/4" = 1'-0"

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

APPLICANT:

Applicant Name: William Carey University
Project Name: 2023 Parking Lot for William Carey University
Proposed Use(s): Parking Lot and Guard House
Project Street Address: Tuscan Ave, Tuscan Ave east of ex. parking lot, SW Corner Tuscan Ave and Cherry St, 1309, Cherry St, 1315 Cherry St
PPIN Number(s) (if unknown, can be found on tax receipt): 13651, 13652, 13653, 13654, 13655

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: Request Text Change for 5.4.39 SCHOOL, UNIVERSITY AND COLLEGE

For Re-Zoning Only, see p. 11:

Existing Zoning: R-2, R-2, R-2, R-1C, and R-1C
Proposed Zoning: R-3 for all.

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: Kevin P. Lewis, AIA, Architect

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☒Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-271-7711 Fax: N/A Email: kevin@llgarch.com

Mailing Address: 5211 Old Highwayy 11, Hattiesburg, MS 39402

Secondary:

Name: Robert Blevins

☐Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-318-6155 Fax: _____ Email: _____

Mailing Address: 710 William Carey Parkway, Hattiesburg, MS 39401

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

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

Tuscan Ave, Tuscan Ave east of ex. parking lot, NW Corner Tuscan Ave and Cherry St, 1309 Cherry St, 1315 Cherry St Hattiesburg MS

Street Address **City** **State**

on this the 6th day of March, 2024.

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.

Kevin Lewis

on this the 6th day of March, 2024.

Grant Guthrie

Property Owner (print)

Grant Guthrie, VP & CFO

Property Owner (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Grant Guthrie,

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 6th day of March, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI
ID # 54036
KRISTY JOHNSON
Commission Expires
April 20, 2026
FORREST COUNTY

My Commission Expires:

April 20, 2026

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 Tuscan Ave, Tuscan Ave East of ex. parking lot, NW Corner Tuscan Ave and Cherry Sreet, 1309 Cherry Street, 1315 Cherry Street Hattiesburg MS

Street Address **City** **State**

on this the 5th day of March, 2024.

Kevin P. Lewis

Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Covington

Personally came and appeared before me, the within named Kevin P. Lewis,

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 5th day of March, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID #126801 LISA WILLIAMS Commission Expires 02/13/2027 COVINGTON COUNTY

My Commission Expires:

2/13/2027

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:

___ 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.

___ 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:_____

X Payment to the City of Hattiesburg for filing application in the amount of $775.00.

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 VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

The Land Development Code was changed and moved University use from R-2 to R-3. William Carey University continues to acquire surrounding properties and is currently planning for present and future uses. The hardship was caused by the City change to the Land Development Code, as well as, WCU continued purchase of available properties to sustain their future growth needs.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

A text change to the Land Development Code is being requested to avoid need for variances in the future. As currently written, the zoning necessary for University use would not allow any concentrated parking areas or security fencing, both of which are necessary functions to a University and currently exists on the existing campus. The addition of the Guard Hous eis in response to recent gunfire activity in this area and the need for WCU security at this high pedestrian traffic area.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

Unique to this situation, the City made the zoning change for University use and we are following through with the re-zoning to comply with that change. The text change requests are being made to avoid need to future variances related to parking and fencing.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

Unique to University settings, concentrated areas of parking are better for traffic and security while allowing pedestrians better access to buildings and greater gree spaces within the campus. As currently written, very small parking lots would have to be constructed in multiple locations and cause more concern for traffic and security.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

It is a reasonable design principle to have separated traffic and pedestrian patterns and this request enhances the University's ability to plan and maintain those principles. We beleive it is also the City's intent to provide for those design principles.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

As stated in 5 above, it is reasonable to expect University settings to be unique in design and character. The requests made herein are to provide further guidance into those peramaters, not only for the University, but also for other ischool and college uses. The variance for the Guard House setback is paramount to visible sightlines down Tuscan Avenue and Cherry Streets.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

As far as allowing University in zone R-3, it does meet it. However, there are no conditional uses listed in Section 5 for School, University, or College and we beleive they are necessary changes to enhance University planning and City's intent for development.

2. Describe the effects the proposed use of utilities and facilities will have on the community.

Any current or fiuture use would be for University and any accessory use, expanding the current campus as William Carey University continues to grow and contribute to the enhancement of the City.

3. Describe how the size of the site is appropriate for the proposed use.

The University continues to acquire property for continued growth and improvement. As sites become available, WCU acquires them and enhance their ability to plan for future growth.

Type text here

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

Yes, as William Carey continues to grow, their needs for parking and pedestrian paths, as well as facilites, will also contiue to grow.

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

No additional noise antiicpated. Depending on parking and times of day, more vehicles may be moving simultaneously than at other times of day- same as is experienced in other parts of the City.

6. What is the expected number of customers/employees per day?

That will vary depending on future use.

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

Yes. It is for the purpose of expanding the University.

8. Parking requirements:

Commercial/Industrial: Paved parking will be provided for _____* vehicles, and _____* ADA vehicles; with _____* loading spaces.*To be determined in future planning.

For more information, please reference the Land Development Code Section 12.3.3.2.

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:

The Land Development Code changed and University Use was moved from R-2 to R-3.

The properties in this application were acquired by WCU, house demolished, and the vacant lots available for WCU parking and Guard House expansion.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

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 PROPERTIES LOCATED AT THE INTERSECTION OF FRANKLIN STREET AND MAGNOLIA AVENUE (PPIN 13647, 13648, AND 13656) OF FORREST CO., WARD 2 FROM SECTION 4.5.3, R-1A (SINGLE-FAMILY RESIDENTIAL), 4.5.5, R-1C (SINGLE-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.7 R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT).

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.: 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 3.: Legal Description of Properties

PPIN 13656

The North 62.5 feet of the South 125 feet of Lot 6, Block 20 of Burkett's Survey or Addition to

the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; AND ALSO
The South 62.5 feet of Lot 6, Block 20 of Burkett's Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi;
Together with all improvements thereon and appurtenances thereunto belonging.

PPIN 13648
The North 75 feet of Lot 6, Block 20 of Burkett's Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat hereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

PPIN 13647
Lot Five (5), Block Twenty (20) of BURKETT'S SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

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., 2024.

(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., 2024.

ATTEST: APPROVED:

CITY CLERK

MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

April 3rd, 2023

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Amy Hinton, Chair
5. Rebekah Ray, Secretary
6. Lee Anne Venable
7. Carlos Wilson
8. Michael Dickerson (Online)

Members Absent:

1. Charles Dawe
2. Michael Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, 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 1:04 p.m.

AGENDA REVIEW

Vice Chair Pickett made a motion to accept the agenda, seconded by Commissioner Ray. All members present were in favor.

Motion:

Made by Vice Chair Pickett

Second:

Made by Commissioner Ray

DRAFT

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Lockett made a motion to approve the March 6th minutes, and Commissioner Wilson seconded this motion.

Motion:

Made by Commissioner Lockett

Second:

Made by Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for March 2023.

DRAFT

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, he announced that the Ivy Row case was tabled by City Council on April 2nd and that a traffic study from the Mississippi Department of Transportation was requested for this case. Also, Mr. Satcher mentioned that outreach was made to the community to inform them about property loss areas. Mr. Cory Long, Planning Manager mentioned that the planning study for Broadway was scheduled and invited the Commissioners to provide input for this project. Mr. Long also introduced Attorney David Miller as part of the City of Hattiesburg Staff.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Tina Bruce, representative, and owner, requests conditional use approval for a "Group Care Facility" for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

Discussion and Vote:

Staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Dr. Bruce came to speak on behalf of the proposal. Commissioner Ray questioned the applicant about the number of staff available for this site. Chair Hinton raised a question related to security in the area. Vice Chair Pickett questioned the applicant about outdoor activities and the amount of changes that will be made to the building to make it habitable. Attorney Miller questioned the applicant about legal affiliations. Chair Hinton closed the public hearing portion of the meeting, and then Staff and Commissioners discussed the case.

Presented by:

Dr. Tina Bruce

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Wilson to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item B:

Cliff Norman, owner and representative for High Cotton Properties, LLC., and Chris Johnson, Engineer, request approval for a preliminary plat for a major subdivision for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

Discussion and Vote:

The Planning staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Mr. Cliff Norman came to speak on behalf of the project. Vice Chair Pickett and Commissioner Conville questioned the applicant about the contractors in charge of the project. The public hearing portion of the meeting was closed and a motion was made to approve the preliminary plat for a major subdivision.

Presented by:

Cliff Norman

Proponents:

1. None

Opponents:

1. None

Motion:

DRAFT

Made by Commissioner Ray to approve

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Items C-1 to C-5:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative

Discussion and Vote:

The planning staff introduced the case. Commissioners questioned the staff about the proposed parking lots and current zoning. Commissioner Conville raised questions about possible spot zoning in the area. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Kevin Lewis came to speak on behalf of the proposal. Vice Chair Pickett questioned the applicant about the guard shack and intersection sight. Also, Mr. Satcher explained that intersection sights and guard shacks would be reviewed at the Site Plan Review meeting, and visibility would follow the requirements of the Land Development Code. Chair Hinton closed the public portion of the meeting. The public hearing portion of the meeting was closed. Commissioners agreed to discuss these cases collectively and motions were made for Items C-1 to C-5 as follows:

Presented by:

Kevin Lewis

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville to approve

Second:

Made by Commissioner Lockett

DRAFT

Item C-1:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-2:

William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

DRAFT

Item C-3:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-4:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Picket			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

DRAFT

Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-5:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential) for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-6:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request to amend the Land Development Code, Ord. No. 3209 as amended, to make changes to Section 5, Use Regulations and Conditions. The request is to add additional use regulations for the use category of "School, University, or College", specifically for accessory uses and building heights.

Discussion and Vote:
Commissioners and Planning Staff discussed the proposed changes in the Land Development Code. Vice Chair Pickett suggested additional time to be able to review the proposed changes. Commissioner Conville made a motion to postpone Item C-6 in the agenda for additional review

DRAFT

until next Hattiesburg Planning Commission hearing, Vice Chair Pickett seconded this motion.

Presented by:
Kevin Lewis
Proponents:
1. None

Opponents:
1. None

Motion:
Made by Commissioner Conville to postpone

Second:
Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item D:
Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request approval for rezoning from R-2 (Two-family residential) to I-1 (Light Industrial) for a property located adjacent to 3000 West 7th Street (PPIN 26407, Ward 1, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Chair Hinton opened the public portion of the meeting. Mr. Chris Bowen came to speak on behalf of the proposal. Commissioner Conville questioned the applicant about the dimensions of the vacant lot and how many parking spaces would be available. Commissioner Venable exited the room. Chair Hinton closed the public hearing portion of the meeting. This item had a publication error during advertising, which was discussed by the Commissioners and staff. Vice Chair Pickett made a motion to table the item until the next Planning Commission public hearing, Commissioner Lockett seconded the motion.

Presented by:

Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Pickett to table

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item E:

The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 4 and 6. More specifically, the changes are related to regulatory flood zone properties within the A-1 zoning district to increase the minimum lot size requirement and reduce the total developable area. 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. It was suggested by Cory Long, Planning Manager, that additional time be given for proper outreach to the community. Convissioner Conville made a motion to postpone this case and Lockett seconded this motion.

Presented by:

Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Conville to postpone

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 3:18 p.m.

Motion:

Made by Commissioner Conville

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		

DRAFT

Charles Dawe			ABSENT
Michael Pruitt			ABSENT

_____

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, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Adopt an Ordinance; request to rezone property by William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning for a properties located at the intersection of Cherry Avenue and Tuscan Ave from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential), (Ward 2).**
File Number: 2024-1129
Minute Book #

Summary
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

The Planning Commission recommended approval on April 3rd, 2024.

Recommendation Statement
The Planning Commission recommended approval on April 3rd, 2024.

Please place this on the April 16, 2024 City Council meeting for consideration.

April 2024 HPC Item: C-5
William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative
Request for: **Zoning Change From R-2 to R-3**

URBAN DEVELOPMENT
PLANNING DIVISION

Planning Commission
Case Fact Sheet

Names of Petitioner: William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

Address of Property:	**Tax Parcels/Ward:**	**PPIN:**	**Ward:**
Franklin Street and Magnolia Avenue	2-038G-15-153.00	13647	2
	2-038G-15-154.00	13648	2
	2-038G-15-155.00	13656	2

Request: **Zoning Change From R-2 to R-3 (Multi-Family Residential)**

Purpose of Request: To request **approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential)** for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

Applicant Summary: * See Attached *

Applicable Regulations:

SECTION 4 **Zoning Districts Established**

R-2 Two-Family Residential District: The purpose of the R-2 District is to permit medium density residential uses including two-family, or duplex structures, 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 residential neighborhoods with only compatible supporting institutional uses and open space.

R-3 Multi-Family Residential District: The purpose of the R-3 District is to permit medium and high density residential uses including multi-family, two-family, and single-family structures 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 residential neighborhoods with only compatible supporting institutional uses and open space.

April 2024 HPC Item: C-5
William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative
Request for: **Zoning Change From R-2 to R-3**

SECTION 6 **6.1 District Dimensional Standards**

Table 6.1 Dimensional Standards

District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-
R-3	7,500/ 40	17 per acre	-	20	-	5	20	35 feet or 3 stories	50%	-

Present Zoning: The parcels are currently zoned R-1A and R-1C Single Family Residential

Present Use: William Carey Properties

Future Land Use: Neighborhood Center Mixed-Use District

Surrounding Zoning and Land Use:
North: R-1C Single-Family Residential
South: R-1A/R-2 Single/Two-family residential
East: R-1A/R-3 Single/Multi-Family Residential
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 March 21st, 2024.

History / Background: William Carey University has expanded and acquired multiple properties surrounding its existing campus with the intent to further develop the properties for university use. The rezone requests by William Carey on this agenda are part of a collective rezoning to change the zoning to R-3 for the properties they own and intend to develop. Contiguous parcels can be treated as a single request, but each area should be considered individually as to whether they meet the basis for approval for a zoning change. The R-3 zoning allows the properties to be used for University uses where their current zoning does not.

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 Zoning Change

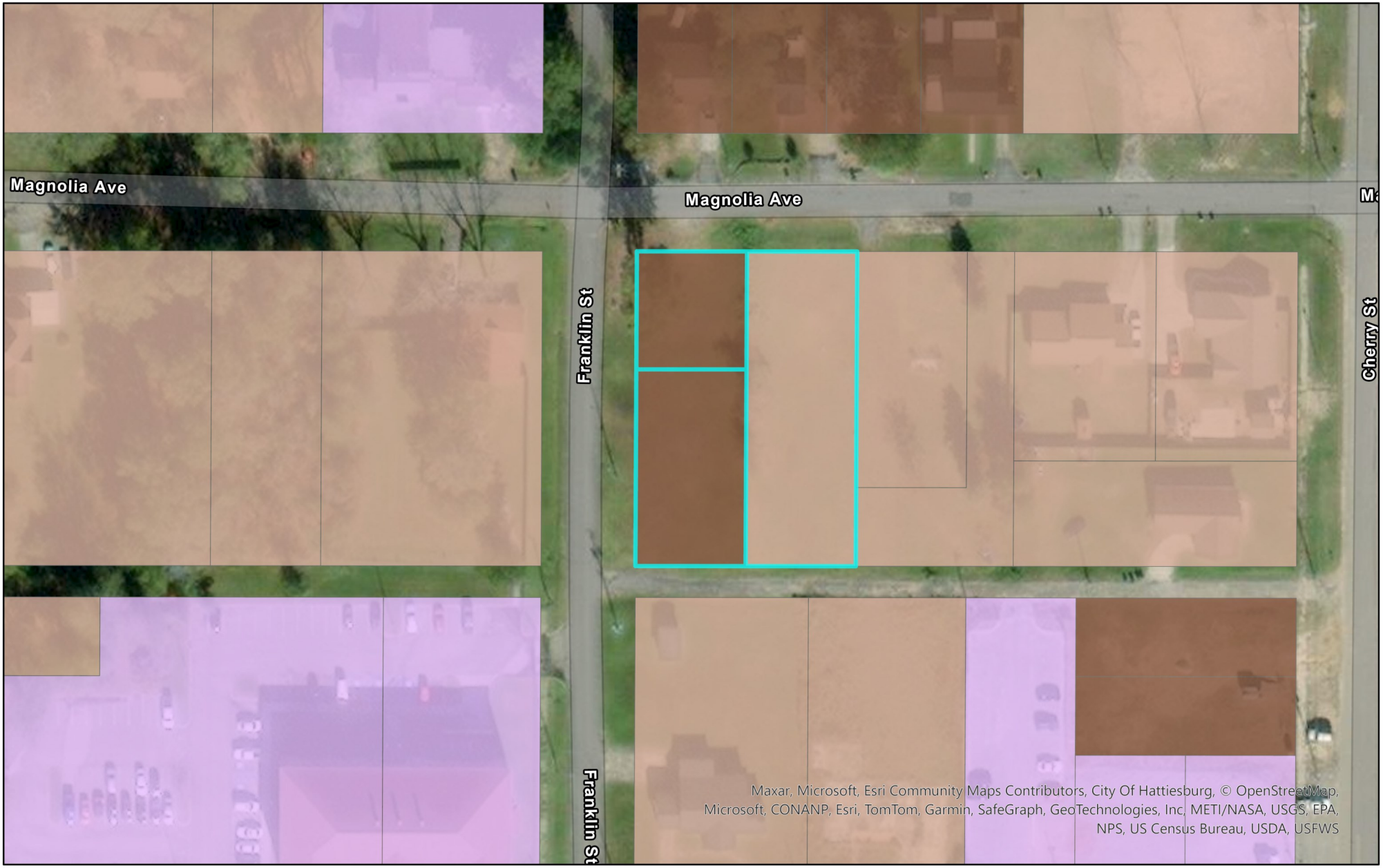
SUBJECT PARCEL

Franklin Street and Magnolia Avenue— Zoning Change Request

William Carey University, Kevin P. Lewis, Architect, and Robert Blevins, Representative

The petitioners request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).





Zoning

- R-1A
- R-1C
- R-2

Site Information

Property is located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

URBAN DEVELOPMENT
PLANNING DIVISION

0 0.03 0.05 Miles

N W E S

Site Aerial



Surrounding Area

Northern and Southern Direction: R-1A, R-1B Single-Family Residential and R-2 Two-Family Residential



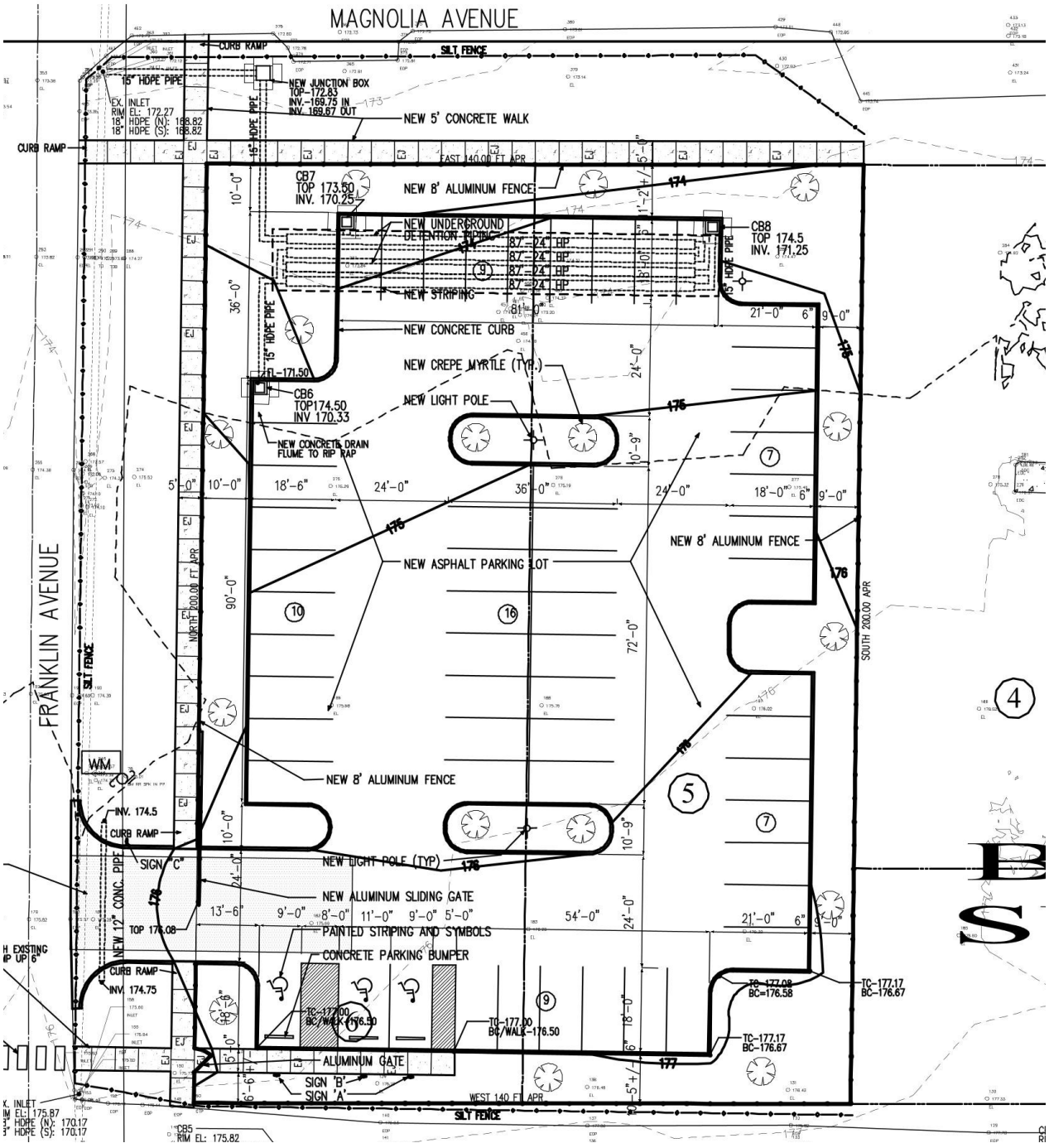


East and Western Directions:
R-1A and R-3 Single-Family/Multi-Family Residential





Proposed Parking Lot Design for Lot Development
At intersection of Franklin Ave and Magnolia Ave



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

APPLICANT:

Applicant Name: William Carey University
Project Name: 2023 Parking Lot for William Carey University
Proposed Use(s): Parking Lot
Project Street Address: Franklin St, SE Corner Franklin St and Magnolia Ave, Magnolia Ave
PPIN Number(s) (if unknown, can be found on tax receipt): 13647, 13648, 13656

Application for (check all appropriate types):

- ☐ Variance (see below)
- ☐ Conditional Use (see below)
- ☐ Subdividing of Lot, Parcel, or Tract (see p. 12)
- ☒ Re-Zoning (see below)
- ☐ Street or Alley Renaming (see pp. 13-14)
- ☐ Overlay District
- ☐ Vacating Street or Alley (see pp. 13-14)
- ☐ 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
- ☐ Telecommunications
- ☐ Digital Billboard, New
- ☐ Digital Billboard, Replacement
- ☐ Restaurant
- ☐ Solar Farm
- ☒ Other: Request Text Change for 5.4.39 SCHOOL, UNIVERSITY AND COLLEGE

For Re-Zoning Only, see p. 11:

Existing Zoning: R-1A, R-1C, and R-1C
Proposed Zoning: R-3 for all.

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: Kevin P. Lewis, AIA, Architect

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☒Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-271-7711 Fax: N/A Email: kevin@llgarch.com

Mailing Address: 5211 Old Highwayy 11, Hattiesburg, MS 39402

Secondary:

Name: Robert Blevins

☐Applicant ☒Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: 601-318-6155 Fax: _____ Email: _____

Mailing Address: 710 William Carey Parkway, Hattiesburg, MS 39401

Other(s):

Name: _____

☐Applicant ☐Property Owner ☐Representative ☐Agent ☐Contractor ☐Architect ☐Engineer

☐Other (please specify): _____

Phone: _____ Fax: _____ Email: _____

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 Franklin Street, SE Corner Franklin St and Magnolia Ave, Magnolia Ave Hattiesburg MS,
Street Address **City** **State**

on this the 6th day of March, 2024.

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.
Kevin Lewis

on this the 6th day of March, 2024.

Grant Guthrie
Property Owner (print)

Property Owner (signature)

STATE OF MS

COUNTY OF Forrest

Personally came and appeared before me, the within named Grant Guthrie,
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 6th day of March, 2024.

NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 54036 KRISTY JOHNSON Commission Expires April 20, 2026 FORREST COUNTY

My Commission Expires:
April 20, 2026

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 Franklin Street, SE Corner Franklin St and Magnolia Ave, Magnolia Ave (**Street Address**), Hattiesburg (**City**), MS (**State**),

on this the 5th day of March, 2024.

Kevin P. Lewis
Applicant (print)

Applicant (signature)

STATE OF Mississippi

COUNTY OF Covington

Personally came and appeared before me, the within named Kevin P. Lewis,

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 5th day of March, 2024.

Lisa Williams
NOTARY PUBLIC

STATE OF MISSISSIPPI NOTARY PUBLIC ID #126801 LISA WILLIAMS Commission Expires 02/13/2027 COVINGTON COUNTY

My Commission Expires:
2/13/2027

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:

___ 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.

___ 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:_____

X Payment to the City of Hattiesburg for filing application in the amount of $ 600.00 .

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 VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

The Land Development Code was changed and moved University use from R-2 to R-3. William Carey University continues to acquire surrounding properties and is currently planning for present and future uses. The hardship was caused by the City change to the Land Development Code, as well as, WCU continued purchase of available properties to sustain their future growth needs.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

A text change to the Land Development Code is being requested to avoid need for variances in the future. As currently written, the zoning necessary for University use would not allow any concentrated parking areas or security fencing, both of which are necessary functions to a University and currently exists on the existing campus.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

Unique to this situation, the City made the zoning change for University use and we are following through with the re-zoning to comply with that change. The text change requests are being made to avoid need to future variances related to parking and fencing.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

Unique to University settings, concentrated areas of parking are better for traffic and security while allowing pedestrians better access to buildings and greater green spaces within the campus. As currently written, very small parking lots would have to be constructed in multiple locations and cause more concern for traffic and security.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

It is a reasonable design principle to have separated traffic and pedestrian patterns and this request enhances the University's ability to plan and maintain those principles. We beleive it is also the City's intent to provide for those design principles.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

As stated in 5 above, it is reasonable to expect University settings to be unique in design and character. The requests made herein are to provide further guidance into those peramaters, not only for the University, but also for other ischool and college uses.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

As far as allowing University in zone R-3, it does meet it. However, there are no conditional uses listed in Section 5 for School, University, or College and we beleive they are necessary changes to enhance University planning and City's intent for development.

2. Describe the effects the proposed use of utilities and facilities will have on the community.

Any current or fiuture use would be for University and any accessory use, expanding the current campus as William Carey University continues to grow and contribute to the enhancement of the City.

3. Describe how the size of the site is appropriate for the proposed use.

The University continues to acquire property for continued growth and improvement. As sites become available, WCU acquires them and enhance their ability to plan for future growth.

Type text here

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

Yes, as William Carey continues to grow, their needs for parking and pedestrian paths, as well as facilites, will also contiue to grow.

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

No additional noise antiicpated. Depending on parking and times of day, more vehicles may be moving simultaneously than at other times of day- same as is experienced in other parts of the City.

6. What is the expected number of customers/employees per day?

That will vary depending on future use.

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

Yes. It is for the purpose of expanding the University.

8. Parking requirements:

Commercial/Industrial: Paved parking will be provided for _____* vehicles, and _____* ADA vehicles; with _____* loading spaces.*To be determined in future planning.

For more information, please reference the Land Development Code Section 12.3.3.2.

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:

The Land Development Code changed and University Use was moved from R-2 to R-3.

The properties in this application were acquired by WCU, house demolished, and the vacant lots available for WCU parking expansion.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains _____ Square Footage/Acres

Lot Area Requirement: _____

Lot Frontage Requirement: _____

Existing use of lot/parcel/tract _____

To be subdivided into _____lots/parcels (including parent parcel) – outlined below.

Use extra copies of this form if needed for additional lots.

Newly subdivided Parcels	New lot size in square footage (sf) or acres (A)	New lot has public road frontage (yes / no)	New lot has private road frontage (yes / no)	Indicate name of public or private road(s)	Staff - Lot area & frontage requirements comply?	
					Yes	No
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
Be sure to include information on the remainder of "existing" lot after splits made – identified as "Parent Parcel"						
Parent Parcel						
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric ____ Telephone _____ Cable____ Streets _____

Street/Alley Renaming, Closing, or Vacating Information

1. Please indicate specific request(s): ☐ Street ☐Alley

   ☐ Closing ☐ Vacating ☐ Naming ☐ Re-Naming

2. Current name of street/alley to be named/re-named, vacated, or closed:

   _____

3. Proposed name of street/alley to be named or re-named (If applicable):

   _____

4. Describe the portion of the street/alley to be renamed, closed, or vacated (use all bounding or intersecting streets/alleys, from and to):

   _____

   _____

   _____

5. Tax Block(s) and Lot(s) involved in closing request

   _____

   _____

   _____

6. Describe existing land use of properties and number of residents affected by renaming the street/alley within 400 feet.

Type of Land Use of adjacent development	Number of properties adjacent to the existing street	Number of property owners adjacent to the existing street	Number of residents affected by the change of address	
Businesses				
Residences				
Apartments				
Churches/Schools				
Other				

Any additional Information: _____

_____

_____

5. Describe the effect the proposed change will have on existing development and the transportation system within the affected area.

_____

_____

_____

6. Have applications for zoning, variance, building permit, or other applications been filed?

_____ Yes _____No

If yes, provide reference numbers and dates: _____

7. Acknowledgment of property owners affected by the street/alley renaming. Include all names and addresses.

8. Obtain from the City's Engineering Department the legal description of the street/alley or portion thereof to be closed, vacated, named or re-named (need electronic copy)

Attach Acknowledgement of Affected residents/business

As Additional Page(s)

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 PROPERTIES LOCATED A THE INTERSECTION OF CHERRY AVENUE AND TUSCAN AVE (PPIN 13651, 13652, 13653, 13654, AND 13655, WARD 2, FORREST COUNTY) OF FORREST CO., WARD 2 FROM SECTION 4.5.5, R-1C (SINGLE-FAMILY RESIDENTIAL) AND 4.5.6, R-2 (TWO-FAMILY RESIDENTIAL) DISTRICT TO SECTION 4.5.7 R-3 (MULTI-FAMILY RESIDENTIAL DISTRICT).

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.: 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 3.: Legal Description of Properties

PPIN 13651
Lot 10, Block 20 of Burkett's Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map and plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

PPIN 13652
The South Half (S ½) of Lot Eleven (11), Block Twenty (20), BURKETT'S SUBDIVISION in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

PPIN 13655
The South Half (S ½) of Lot Twelve (12), Block Twenty (20) of and according to the BURKETT SUBDIVISION of a part of the South Half (S ½) of Section 15, Township 4 North, Range 13 West, in the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat of said subdivision of file in the office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows, to wit:
Beginning at the point of intersection of the North line of Tuscan Avenue with the West line of Cherry Street and run thence North along the West line of Cherry Street 100 feet, thence run West parallel with Tuscan Avenue 70 feet, thence run South parallel with Cherry Street 100 feet to Tuscan Avenue, thence East along the North line of Tuscan Avenue 70 feet to and point of beginning, together with all improvements thereon and appurtenances thereunto belonging.

PPIN 13653
South Half of the North Half of Lots 11 and 12, Block 20, Burkett Survey, City of Hattiesburg, Forrest County, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

PPIN 13654
THE NORTH ONE-HALF OF THE NORTH ONE-HALF (N1/2 OF N1/2) OF LOTS 11 ANS 12, IN BLOCK 20 OF THE BURKETT SURVEY TO THE CITY OF HATTIESBURG, MISSISSIPPI, AS PER THE MAP OR PLAT THEREOF ON FILE IN THE OFFICE OF THE CHANCERY CLERK OF FORREST COUNTY, MISSISSIPPI.

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., 2024.

(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., 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

MINUTES OF THE

REGULAR MEETING OF THE

HATTIESBURG PLANNING COMMISSION

April 3rd, 2023

Board Members Roll Call:

Members Present:

1. Elayne Lockett
2. Rhoda Pickett, Vice Chair
3. Dick Conville
4. Amy Hinton, Chair
5. Rebekah Ray, Secretary
6. Lee Anne Venable
7. Carlos Wilson
8. Michael Dickerson (Online)

Members Absent:

1. Charles Dawe
2. Michael Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, 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 1:04 p.m.

AGENDA REVIEW

Vice Chair Pickett made a motion to accept the agenda, seconded by Commissioner Ray. All members present were in favor.

Motion:

Made by Vice Chair Pickett

Second:

Made by Commissioner Ray

DRAFT

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Lockett made a motion to approve the March 6th minutes, and Commissioner Wilson seconded this motion.

Motion:

Made by Commissioner Lockett

Second:

Made by Commissioner Wilson

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)			ABSENT
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for March 2023.

DRAFT

PLANNING REPORT

There came the matter of the Planning Report by Nathan Satcher, Senior Planner, he announced that the Ivy Row case was tabled by City Council on April 2nd and that a traffic study from the Mississippi Department of Transportation was requested for this case. Also, Mr. Satcher mentioned that outreach was made to the community to inform them about property loss areas. Mr. Cory Long, Planning Manager mentioned that the planning study for Broadway was scheduled and invited the Commissioners to provide input for this project. Mr. Long also introduced Attorney David Miller as part of the City of Hattiesburg Staff.

CHAIR'S REPORT

The Chair did not have a report for the meeting.

INTRODUCTIONS

Commissioners and staff introduced themselves.

PUBLIC HEARING – Planning Commission

Item A:

Tina Bruce, representative, and owner, requests conditional use approval for a "Group Care Facility" for a property located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

Discussion and Vote:

Staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Dr. Bruce came to speak on behalf of the proposal. Commissioner Ray questioned the applicant about the number of staff available for this site. Chair Hinton raised a question related to security in the area. Vice Chair Pickett questioned the applicant about outdoor activities and the amount of changes that will be made to the building to make it habitable. Attorney Miller questioned the applicant about legal affiliations. Chair Hinton closed the public hearing portion of the meeting, and then Staff and Commissioners discussed the case.

Presented by:

Dr. Tina Bruce

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Wilson to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item B:

Cliff Norman, owner and representative for High Cotton Properties, LLC., and Chris Johnson, Engineer, request approval for a preliminary plat for a major subdivision for a property located at 100 South Founders Way. The proposed subdivision will be phase 3 of the Vintage Springs Subdivision. (PPIN 41844, Ward 5, Forrest County).

Discussion and Vote:

The Planning staff introduced the case. Chair Hinton opened the public hearing portion of the meeting and Mr. Cliff Norman came to speak on behalf of the project. Vice Chair Pickett and Commissioner Conville questioned the applicant about the contractors in charge of the project. The public hearing portion of the meeting was closed and a motion was made to approve the preliminary plat for a major subdivision.

Presented by:

Cliff Norman

Proponents:

1. None

Opponents:

1. None

Motion:

DRAFT

Made by Commissioner Ray to approve

Second:

Made by Commissioner Conville

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Items C-1 to C-5:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative

Discussion and Vote:

The planning staff introduced the case. Commissioners questioned the staff about the proposed parking lots and current zoning. Commissioner Conville raised questions about possible spot zoning in the area. Vice Chair Hinton opened the public hearing portion of the meeting. Mr. Kevin Lewis came to speak on behalf of the proposal. Vice Chair Pickett questioned the applicant about the guard shack and intersection sight. Also, Mr. Satcher explained that intersection sights and guard shacks would be reviewed at the Site Plan Review meeting, and visibility would follow the requirements of the Land Development Code. Chair Hinton closed the public portion of the meeting. The public hearing portion of the meeting was closed. Commissioners agreed to discuss these cases collectively and motions were made for Items C-1 to C-5 as follows:

Presented by:

Kevin Lewis

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Conville to approve

Second:

Made by Commissioner Lockett

DRAFT

Item C-1:

William Carey University, applicant, Kevin P. Lewis, architect and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for properties located at 1506 and 1508 ½ Cherry St. (PPIN 13777, 13779, 13776, 13787, 13786, and 13785, Ward 2, Forrest County).

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-2:

William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1412 Cherry St (PPIN 13715, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

DRAFT

Item C-3:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at 1406 Cherry St (PPIN 13713, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-4:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from R-1C (Single-family residential) and R-2 (Two-family residential) to R-3 (Multi-family residential) for a property located at the intersection of Cherry Avenue and Tuscan Ave (PPIN 13651, 13652, 13653, 13654, and 13655, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Picket			ABSTAINED
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		

DRAFT

Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-5:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request approval for rezoning from from R-1A and R-1C (Single-Family residential) to R-3 (Multi-family residential) for a property located at the intersection of Franklin Street and Magnolia Avenue (PPIN 13647, 13648, 13656, Ward 2, Forrest County).

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item C-6:
William Carey University, applicant, and Kevin P. Lewis, architect, and Robert Blevins, representative, request to amend the Land Development Code, Ord. No. 3209 as amended, to make changes to Section 5, Use Regulations and Conditions. The request is to add additional use regulations for the use category of "School, University, or College", specifically for accessory uses and building heights.

Discussion and Vote:
Commissioners and Planning Staff discussed the proposed changes in the Land Development Code. Vice Chair Pickett suggested additional time to be able to review the proposed changes. Commissioner Conville made a motion to postpone Item C-6 in the agenda for additional review

DRAFT

until next Hattiesburg Planning Commission hearing, Vice Chair Pickett seconded this motion.

Presented by:
Kevin Lewis
Proponents:
1. None

Opponents:
1. None

Motion:
Made by Commissioner Conville to postpone

Second:
Made by Vice Chair Pickett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item D:
Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request approval for rezoning from R-2 (Two-family residential) to I-1 (Light Industrial) for a property located adjacent to 3000 West 7th Street (PPIN 26407, Ward 1, Forrest County).

Discussion and Vote:
The Planning Staff introduced the case. Chair Hinton opened the public portion of the meeting. Mr. Chris Bowen came to speak on behalf of the proposal. Commissioner Conville questioned the applicant about the dimensions of the vacant lot and how many parking spaces would be available. Commissioner Venable exited the room. Chair Hinton closed the public hearing portion of the meeting. This item had a publication error during advertising, which was discussed by the Commissioners and staff. Vice Chair Pickett made a motion to table the item until the next Planning Commission public hearing, Commissioner Lockett seconded the motion.

Presented by:

Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Vice Chair Pickett to table

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

Item E:

The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 4 and 6. More specifically, the changes are related to regulatory flood zone properties within the A-1 zoning district to increase the minimum lot size requirement and reduce the total developable area. 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. It was suggested by Cory Long, Planning Manager, that additional time be given for proper outreach to the community. Convissioner Conville made a motion to postpone this case and Lockett seconded this motion.

Presented by:

Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

DRAFT

1. None

Motion:

Made by Commissioner Conville to postpone

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe			ABSENT
Michael Pruitt			ABSENT

OTHER BUSINESS

No items were presented as other business.

Adjournment:

The meeting was adjourned at 3:18 p.m.

Motion:

Made by Commissioner Conville

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		

DRAFT

Charles Dawe			ABSENT
Michael Pruitt			ABSENT

_____

Amy Hinton, Vice Chair

_____

Cory Long, AICP, Planning Division Manager

DRAFT

Memorandum

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

From:

cc:

Date: **Tuesday, April 16, 2024**

Re: **Adopt an Ordinance amending Section 2 of Ordinance No. 3210, adopted February 21, 2017; and amending Ordinance No. 3148, adopted December 16, 2014; and amending Ordinance No. 2103, adopted February 8, 1983; to amend the regulations for possession or consumption of alcoholic beverages, beer, or light wine in certain places to include Tatum Park Soccer Complex for Hattiesburg FC Thunder USL2 Pre-Professional Soccer League matches during May, June, July and August.**
File Number: 2024-112
Minute Book #

Summary
Adopt an Ordinance amending Section 2 of Ordinance No. 3210, adopted February 21, 2017; and amending Ordinance No. 3148, adopted December 16, 2014; and amending Ordinance No. 2103, adopted February 8, 1983; to amend the regulations for possession or consumption of alcoholic beverages, beer, or light wine in certain places to include Tatum Park Soccer Complex for Hattiesburg FC Thunder USL2 Pre-Professional Soccer League matches during May,June, July and August.

Recommendation Statement

Please place this on the April 16, 2024 City Council meeting for consideration.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3 AND SECTION 4 OF ORDINANCE NUMBER 3210, ADOPTED FEBRUARY 21, 2017; AND AMENDING ORDINANCE 3148 ADOPTED DECEMBER 16, 2014; AND AMENDING ORDINANCE 2103 ADOPTED FEBRUARY 8, 1983, TO AMEND THE REGULATIONS FOR POSSESSION OR CONSUMPTION OF ALCOHOLIC BEVERAGES, BEER OR LIGHT WINE IN CERTAIN PLACES AND CREATING EXCEPTIONS FOR SPECIAL EVENTS; AND AMENDING CHAPTER 3-9, TO INCLUDE TATUM PARK SOCCER COMPLEX FOR HATTIESBURG FC THUNDER USL2 PRE-PROFESSIONAL SOCCER LEAGUE MATCHES DURING THE MONTHS OF MAY, JUNE, JULY, AND AUGUST TO BE INCLUDED IN THE EXEMPTION AREA.

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

SECTION 1: That the purpose of this ordinance is to amend Chapter 3-7 of the Code of Ordinances, regulating the consumption of alcoholic beverages, beer or light wine in certain places; creating exceptions for special events; adding Chapter 3-9.

SECTION 2: That section 1 of Ordinance Number 2103, as amended by Ordinance 3148 and Ordinance 3210, be and the same is hereby amended to read as follows:

"It shall be unlawful for any person, group association, or any and all legal entities recognized by law to possess or consume alcoholic beverages, beer or light wine, as defined by any statue of this state, in the city hall, municipal school buildings, stadiums, any public playgrounds, or public parks, or clubhouses situated therein, or any fire station, or on any and all other public grounds, buildings, parks and places owned, maintained or operated by the city; except, that this section shall not apply to any individuals, groups or associations utilizing any municipally owned building under a written lease or rental agreement granted by the city; and it shall be unlawful for any person to consume any alcoholic beverage, beer, or light wine on any public street, sidewalk or alley owned, maintained or operated by the city, except that it shall not be unlawful for any person to consume beer or light wine on streets in the downtown area that have been closed to vehicular traffic for special events that are sponsored or sanctioned by the City of Hattiesburg; during said City-sponsored or sanctioned events in the downtown area, no beer or light wine may be possessed in or consumed from glass containers."

SECTION 3: The sale and/or consumption of beer and light wine shall be allowed on public property and on streets in the downtown area that have been closed to vehicular traffic and in designated public parks for special events, ***including at Tatum Park Soccer Complex for Hattiesburg FC Thunder USL2 Pre-Professional Soccer League matches during the months of May, June, July and August*** that are sponsored or approved by the City of Hattiesburg; sale of beer and light wine shall be allowed by any downtown business that possesses a current permit for the sale of beer and light wine and that has obtained any additional permits required by the Mississippi Department of Revenue for such sales; during said City-sponsored or sanctioned events in the downtown area, no beer or light wine may be sold for possession in or consumption from glass containers. To receive City approval, event sponsor (s) shall submit a request in writing,

addressed to the Mayor and City Council, outlining the date, time, place and purpose of the event, at least four weeks in advance of the event or in time to be place on the City Council agenda for action by the City. The downtown area is defined in the attached city map; location in the downtown area in no way implies or conveys automatic approval for an exception to the regulations for possession or consumption of alcoholic beverages, beer or light wine. Requests for events located outside the defined downtown area will be considered on a case-by-case basis.

SECTION 4. That except as hereby expressly changed and amended, ***Ordinance 3210, adopted February 21, 2017***; Ordinance Number 3148, adopted December 16, 2014; Ordinance Number 2103, adopted February 8, 1983, shall be and does remain in full force and effect as adopted.

SECTION 5. This Ordinance shall take effect and be in force within the time and manner 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 16th day of April A.D., 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

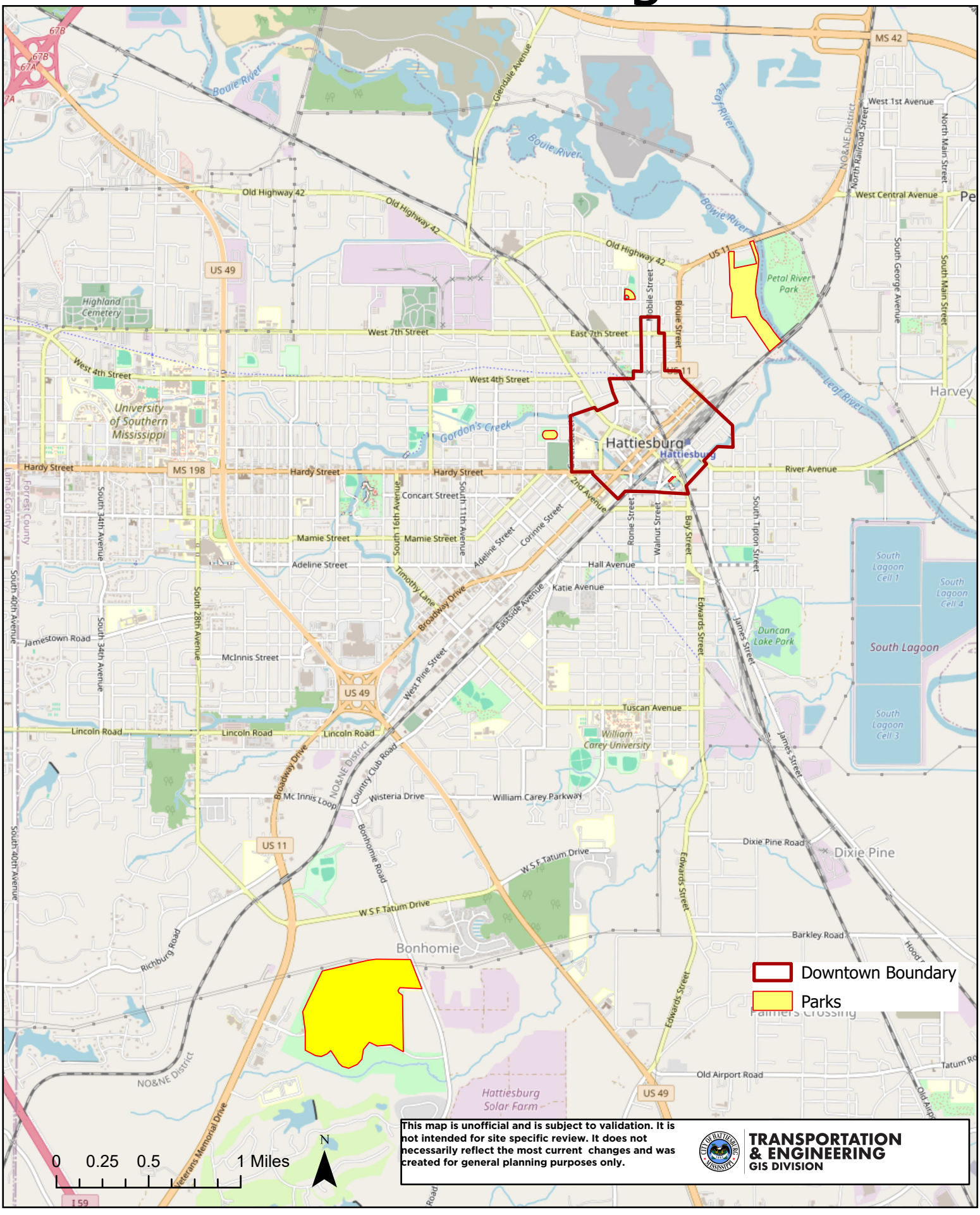
THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the 16th day of April, A.D., 2024.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Downtown Hattiesburg and Parks



Memorandum

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

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Adopt No Protest/Bond and Sales Parameter Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi authorizing the issuance of a general obligation bond of the City, in one or more series, in a total aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000) as described in this Resolution; to raise money for the purpose of providing capital projects as described in this resolution; directing the preparation, execution and delivery thereof; authorizing the sale of said bond, in one or more series, to the Mississippi Development Bank and the sale of the not to exceed $7,500,000 Mississippi Development Banks Special Obligation Bonds, Series 2024 (CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT), in one or more series; and for related purposes.**
File Number: 2024-91
Minute Book #

Summary
Adopt No Protest/Bond and Sales Parameter Resolution of the Mayor and City Council of the City of Hattiesburg, Mississippi authorizing the issuance of a general obligation bond of the City, in one or more series, in a total aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000) as described in this Resolution; to raise money for the purpose of providing capital projects as described in this resolution; directing the preparation, execution and delivery thereof; authorizing the sale of said bond, in one or more series, to the Mississippi Development Bank and the sale of the not to exceed $7,500,000 Mississippi Development Banks Special Oligation Bonds, Series 2024 (CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT), in one or more series; and for related purposes.

Recommendation Statement
I recommend that this item be added to the agenda and approved at the Council's April 16, 2024, meeting.

Please place this on the April 16, 2024 City Council meeting for consideration.

The Mayor and the City Council (the "**Governing Body**") of the City of Hattiesburg, Mississippi (the "**City**"), acting for and on behalf of the City, took up for consideration the matter of providing financing for certain capital improvement projects of the City, and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI AUTHORIZING THE ISSUANCE OF A GENERAL OBLIGATION BOND OF THE CITY, IN ONE OR MORE SERIES, IN A TOTAL AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($7,500,000) AS DESCRIBED IN THIS RESOLUTION; TO RAISE MONEY FOR THE PURPOSE OF PROVIDING CAPITAL PROJECTS AS DESCRIBED IN THIS RESOLUTION; DIRECTING THE PREPARATION, EXECUTION AND DELIVERY THEREOF; AUTHORIZING THE SALE OF SAID BOND, IN ONE OR MORE SERIES, TO THE MISSISSIPPI DEVELOPMENT BANK AND THE SALE OF THE NOT TO EXCEED $7,500,000 MISSISSIPPI DEVELOPMENT BANK SPECIAL OBLIGATION BONDS, SERIES 2024 (CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT), IN ONE OR MORE SERIES; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of City, is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**"), to issue general obligation bonds for the purposes set forth therein, including, but not limited to, any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (collectively, the "**City Project**"); and

WHEREAS, the Governing Body, acting for and on behalf of the City, is also authorized under Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Issuer Act**" and together with the City Bond Act, the "**Act**"), and other applicable laws of the State of Mississippi (the "**State**"), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the "**Issuer**"), and/or to enter into a loan with the Issuer to finance the costs of the City Project; and

WHEREAS, the City Project is in accordance with and in furtherance of the provisions of the Act; and

WHEREAS, the City is a "local governmental unit" under the Issuer Act; and

WHEREAS, on March 5, 2024, the Governing Body adopted a resolution (the "**Intent Resolution**") declaring its intention to either (a) issue and sell general obligation bonds of the City pursuant to the City Bond Act in an aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000), in one or more taxable or tax-exempt series, and/or (b) issue and sell a general obligation bond of the City to the Issuer pursuant to the Act in

an aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000), in one or more taxable or tax-exempt series, all for the purpose of providing financing for the City Project; and

WHEREAS, as required by the Intent Resolution and the City Bond Act, a copy of the Intent Resolution (the "**Notice of Resolution of Intent**") was published in *The Pine Belt News*, a newspaper published in the City of Hattiesburg, and having a general circulation in the City, and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended, the first publication having been made not less than twenty-one (21) days before April 16, 2024, and the last publication to be not more than seven (7) days prior to such date, said notice was published in said newspaper on March 21 and 28 and April 4 and April 11, 2024, as evidenced by the publisher's affidavit heretofore presented and attached hereto as **EXHIBIT A**; and

WHEREAS, as of the hour of 4:00 o'clock p.m. on April 16, 2024, no qualified elector of the City had filed or presented a written protest against (a) the issuance of such general obligation bonds of the City, and/or (b) the issuance of such general obligation bond of the City to be sold to the Issuer, with the City Clerk of the City (the "**Clerk**") in the Clerk's office located at City Hall, as required by the Intent Resolution; and

WHEREAS, the Governing Body did meet at its usual meeting place in City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o'clock p.m. on April 16, 2024, and the Governing Body does hereby find, determine and adjudicate that (a) the Notice of Resolution of Intent was duly published as required by law, and (b) no written protest or other objection of any kind or character against the issuance of such general obligation bonds of the City, and/or the issuance of such general obligation bond of the City to be sold to the Issuer, was filed or presented by qualified electors of the City with the Clerk on or before the hour of 4:00 o'clock p.m. on April 16, 2024, and (c) no protest or objection of any kind or character against such borrowing or the purposes for which it is to be obtained was presented; and

WHEREAS, the Governing Body is now authorized and empowered by the provisions of the Act and other applicable laws of the State, to issue such general obligation bonds of the City and/or general obligation bond of the City to be sold to the Issuer, as described in the Intent Resolution, in one or more taxable or tax-exempt series, all in a total aggregate principal amount of not to exceed $7,500,000 without any election on the question of the issuance thereof at any time within a period of two (2) years after April 16, 2024; and

WHEREAS, after careful study and investigation by the Governing Body, it would be in the best interest of the City for the Governing Body to provide funding for the costs of the Project (as defined herein) through the issuance of a general obligation bond of the City, issued in one or more taxable or tax-exempt series, to be sold to the Issuer in accordance with the Act; and

WHEREAS, it is necessary for the health and well-being of the citizens of the City and it is in the best interest of the City for the Governing Body to provide financing for the costs of the Project through the issuance of its City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024, in one or more taxable or tax-exempt series, in the total aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000) (together, the "**City Bond**") and to authorize the sale of the City Bond to the Issuer; and

WHEREAS, the Issuer will issue its Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project), in one or more taxable or tax-exempt series, in the total aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000) (together, the "**Series 2024 Bonds**"), and will use a portion of the proceeds thereof to purchase the City Bond; and

WHEREAS, the issuance of the City Bond and the Series 2024 Bonds for the purpose of providing funding for the Project will result in a substantial public benefit to the citizens of the City; and

WHEREAS, the Governing Body is now desirous of proceeding with the issuance of the City Bond and the purchase thereof by the Issuer with the proceeds of the Series 2024 Bonds; and

WHEREAS, the Series 2024 Bonds will be issued pursuant to and secured by an Indenture of Trust (the "**Indenture**"), by and between the Issuer and the Trustee (as defined herein), dated the date of delivery thereof; and

WHEREAS, the City Bond will be sold to the Issuer pursuant to the terms and provisions of this Bond Resolution (as defined herein), the Act and a City Bond Purchase Agreement by and between the Issuer and the City (the "**City Bond Purchase Agreement**"); and

WHEREAS, the City will make payments on the City Bond in amounts sufficient to pay the principal of, premium, if any, and interest on the Series 2024 Bonds, as and when the same shall become due and payable; and

WHEREAS, the Governing Body is now desirous of proceeding with the issuance of the City Bond pursuant to this Bond Resolution and the purchase thereof by the Issuer with the proceeds of the Series 2024 Bonds and authorizing the negotiation of the sale of the Series 2024 Bonds thereof to Raymond James & Associates, Inc., Memphis, Tennessee, as underwriter (the "**Underwriter**") pursuant to the terms and provisions of a Bond Purchase Agreement, to be dated as of the date of the sale of the Series 2024 Bonds (the "**Bond Purchase Agreement**"), by and among the Issuer, the Underwriter and the City; and

WHEREAS, there have been prepared and submitted to the Governing Body the forms of:

(a) the Indenture under which the Series 2024 Bonds will be issued and by which they will be secured, and

(b) the City Bond Purchase Agreement providing for the sale of the City Bond to the Issuer, and

(c) the Bond Purchase Agreement providing for the sale of the Series 2024 Bonds to the Underwriter, and

(d) the Preliminary Official Statement, to be dated the date of distribution thereof (the "**Preliminary Official Statement**") describing the Series 2024 Bonds, the City Bond, the terms

of the Indenture and other matters in connection with the sale and issuance of the Series 2024 Bonds and the City Bond; and

(e) the Continuing Disclosure Certificate, to be dated the date of delivery thereof (the "**Continuing Disclosure Certificate**"), to be executed by the City in connection with the issuance of the Series 2024 Bonds, such Continuing Disclosure Certificate is provided as an appendix section in the Preliminary Official Statement; and

WHEREAS, it appears that each of the documents referred to above, which documents are now before the Governing Body, is in appropriate form and is an appropriate document for the purposes identified; and

WHEREAS, all conditions, acts and things required by the Act and the Constitution and laws of the State to have existed, to have happened and to have been performed precedent to and in connection with the adoption of this Bond Resolution, the sale and issuance of the City Bond to the Issuer, the sale and issuance of the Series 2024 Bonds, the execution by the City of the Bond Purchase Agreement, the City Bond Purchase Agreement and the distribution of the Preliminary Official Statement have happened and have been performed in regular and due time, form and manner as required by law; and

WHEREAS, it is proposed that the Governing Body should take all such additional actions, authorize the execution of such certificates, applications, reports and notices, and authorize such other actions and proceedings as shall be necessary in connection with the sale and issuance of the City Bond and the Series 2024 Bonds.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED AND ORDERED BY THE GOVERNING BODY OF THE CITY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. All of the matters and things recited in the premises sections of this Bond Resolution are found and determined to be true and accurate.

SECTION 2. This Bond Resolution is adopted pursuant to the Act and the Constitution and laws of the State.

SECTION 3. In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless some other meaning is plainly intended:

"**Act**" shall mean together the City Bond Act and the Issuer Act.

"**Agent**" shall mean any Paying Agent or Transfer Agent, whether serving in either or both capacities. The Agent shall initially be the Trustee.

"**Authorized Officer**" shall mean the Mayor of the City or his designee, acting for and on behalf of the City, the President of the Governing Body, the Clerk and any other officer designated from time to time as an Authorized Officer by resolution of the Governing Body, and when used with reference to any act or document also means any other Person authorized by resolution of the Governing Body to perform such act or sign such document.

"**Bond Counsel**" shall mean Butler Snow LLP, Ridgeland, Mississippi.

"**Bond Resolution**" shall mean this resolution, as may be amended and supplemented from time to time.

"**Business Day**" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Ridgeland, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Courthouse in Hattiesburg, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

"**City**" shall mean City of Hattiesburg, Mississippi.

"**City Bond**" shall mean the not to exceed $7,500,000 City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024, of the City authorized and directed to be issued in one or more taxable or tax-exempt series by this Bond Resolution.

"**City Bond Act**" shall mean Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time.

"**City Bond Payments**" shall mean the payments required of the City hereunder as provided in Sections 9 and 18 hereof.

"**City Counsel**" shall mean Moran M. Pope III, Hattiesburg, Mississippi.

"**City Project**" shall mean providing funds for the purpose of financing certain capital projects in the City, including, but not limited to, any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing.

"**Clerk**" shall mean the City Clerk of the City.

"**Code**" shall mean the Internal Revenue Code of 1986 in effect on the date of issuance of the Series 2024 Bonds and the City Bond, and the applicable regulations or rulings promulgated or proposed thereunder, and any successor thereto, as such may be amended from time to time.

"**Governing Body**" shall mean the Mayor and the City Council of the City.

"**Interest Payment Date**" shall mean the interest payment dates for the Series 2024 Bonds as described in the Indenture.

"**Issuer**" shall mean the Mississippi Development Bank.

"**Issuer Act**" shall mean Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time.

"**Mayor**" shall mean the Mayor of the City.

"**Municipal Advisor**" shall mean Municipal Advisors of Mississippi, Inc., as Independent Registered Municipal Advisor to the City.

"**Paying Agent**" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the payment of the principal of and interest on the City Bond. The Paying Agent shall initially be the Trustee.

"**Person**" shall mean an individual, partnership, corporation, limited liability company, trust or unincorporated organization and a government or agency or political subdivision thereof.

"**Project**" shall mean providing funds for (i) the City Project, and (ii) paying costs of issuance for the City Bond and the Series 2024 Bonds.

"**Record Date Registered Owner**" shall mean the Registered Owner of the City Bond as of the Record Date.

"**Record Date**" shall have the meaning given to it in the Indenture.

"**Registered Owner**" or "**Bondholder**" shall mean the Person whose name shall appear in the registration records of the City maintained by the Transfer Agent and shall initially be the Trustee as assignee of the Issuer as provided for in the Indenture.

"**Series 2024 Bonds**" shall mean the not to exceed $7,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project), authorized to be issued in one or more taxable or tax-exempt series by the Issuer pursuant to the Issuer Act and the terms and conditions of the Indenture.

"**State**" shall mean the State of Mississippi.

"**Transfer Agent**" shall mean any bank, trust company or other institution hereafter designated by the Governing Body for the registration of the owner of the City Bond and for the performance of such other duties as may be herein or hereafter specified by the Governing Body. The Transfer Agent shall initially be the Trustee.

"**Trustee**" shall mean a bank or other financial institution, which financial institution will have corporate trust powers and be qualified to act as Trustee under the Indenture, and which shall initially be Hancock Whitney Bank, Ridgeland, Mississippi.

"**Underwriter**" shall mean Raymond James & Associates, Inc., Memphis, Tennessee.

"**2024 Bond Fund**" shall mean the 2024 Bond Fund provided for in Section 18 hereof.

"**2024 Construction Fund**" shall mean the 2024 Construction Fund provided for in Section 19 hereof.

Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words and terms herein defined shall be equally applicable to the plural as well as the singular form of any such word or term.

SECTION 4. The Governing Body, acting for and on behalf of the City, does hereby find and declare that the sale and issuance of the City Bond pursuant to the Act in an aggregate principal amount of not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000), issued on one or more taxable or tax-exempt series, is necessary and advisable and conforms to the City Bond Act.

SECTION 5. The City Bond is hereby authorized and ordered to be prepared and issued in one or more taxable or tax-exempt series in a principal amount of not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000) to provide financing for the Project as authorized by the Act. The Governing Body is authorized and empowered by the provisions of the City Bond Act to issue the City Bond without an election on the question of the issuance thereof and is authorized to issue the City Bond pursuant to the Act or as may otherwise be provided by law.

SECTION 6. The Governing Body hereby further authorizes and approves the sale of the City Bond to the Issuer pursuant to the terms and provisions of the City Bond Purchase Agreement and based upon the terms and conditions of the sale of the Series 2024 Bonds to the Underwriter.

SECTION 7. The Governing Body does hereby find and determine that the City Bond and the Series 2024 Bonds are being issued to provide financing for the costs of the Project.

SECTION 8. In consideration of the purchase and acceptance of the City Bond by those who shall hold the same from time to time, this Bond Resolution shall constitute a contract between the City and the Registered Owner from time to time of the City Bond. The pledge made herein, and the covenants and agreements herein set forth to be performed on behalf of the City for the benefit of the Registered Owner shall be for the equal benefit, protection and security of the Registered Owner, all of which, regardless of the time or times of its authentication and delivery or maturity, shall be of equal rank without preference, priority or distinction.

SECTION 9. (a) Payments of interest on the City Bond shall be made to the Record Date Registered Owner, and payments of principal shall be made to the Record Date Registered Owner in lawful money of the United States of America upon presentation of the City Bond at the corporate trust office of the Paying Agent.

(b) The City Bond shall be dated the date of its delivery; shall be issued as a fully registered bond in a single denomination equal to the principal amount thereof; shall be numbered 1; shall bear interest from the date thereof at the federally taxable or tax-exempt rate or rates borne by the Series 2024 Bonds (as provided in the Indenture) which federally taxable or tax-exempt rate or rates shall be reviewed by the Municipal Advisor and determined to be reasonable under then current market conditions, payable on each Interest Payment Date, subject to the limitation that the City Bond shall not bear a greater overall interest rate to maturity than eleven percent (11%) per annum; and shall mature and become due and payable in the same

manner and at the same dates and times as provided for the Series 2024 Bonds in the Indenture; provided, however, that the final maturity for the City Bond shall be no later than twenty (20) years from its date of issuance unless earlier redeemed as provided for in this Bond Resolution and the Indenture.

(c) The City Bond is subject to redemption prior to maturity only at the times, to the extent, in the manner and as otherwise provided for the Series 2024 Bonds in the Indenture. If applicable, the City shall provide proper notices to the Issuer and the Trustee as provided in the Indenture in the event the City elects to redeem the City Bond or any portion thereof, and redemption of the City Bond or any portion thereof shall be as provided in this Section 9 and Article IV of the Indenture. It is intended that redemption of the City Bond may only occur through the processes provided in the Indenture, and the City hereby accepts such redemption provisions by this reference.

(d) A default in the due and punctual payment of any interest or principal on the City Bond or a default by the City under this Bond Resolution is an Event of Default (as defined in the Indenture) under the Indenture entitling the Trustee to exercise certain remedies under the Indenture, including, but not limited to, the acceleration of all principal and interest due and owing on the Series 2024 Bonds outstanding. In the event the Trustee exercises such remedies under the Indenture, the principal and interest due and owing on the City Bond may be accelerated in accordance with the Indenture and the City shall cause the City Bond to be redeemed and paid in full.

SECTION 10. (a) When the City Bond shall have been validated and executed as herein provided, it shall be registered as an obligation of the City in the office of the Clerk in a record maintained for that purpose, and the Clerk shall cause to be imprinted upon the City Bond, over such official's manual or facsimile signature and manual or facsimile seal, its certificate in substantially the form set out in Section 12 hereof.

(b) The City Bond shall be executed by the manual or facsimile signature of the Mayor and countersigned by the manual or facsimile signature of the Clerk, with the seal of the City imprinted or affixed thereto; provided, however all signatures and seals appearing on the City Bond, other than the signature of an authorized officer of the Transfer Agent hereafter provided for, may be facsimile and shall have the same force and effect as if manually signed or impressed. In case any official of the City whose signature or a facsimile of whose signature shall appear on the City Bond shall cease to be such official before the delivery or reissuance thereof, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery or reissuance.

(c) The City Bond shall be delivered to the Issuer upon payment of the purchase price therefor in accordance with the terms and conditions of the Indenture and the City Bond Purchase Agreement, together with a complete certified transcript of the proceedings had and done in the matter of the authorization, issuance, sale and validation of the City Bond, and the final, unqualified approving opinion of Bond Counsel.

(d) Prior to or simultaneously with the delivery of the City Bond by the Transfer Agent, the City shall file with the Transfer Agent:

(i) a copy, certified by the Clerk, of the transcript of proceedings of the Governing Body in connection with the authorization, issuance, sale and validation of the City Bond; and

(ii) an authorization to the Transfer Agent, signed by the Mayor or his designee, or the President of the Governing Body to authenticate and deliver the City Bond to the Issuer; and

(iii) such other documentation, if any, as may be required by this Bond Resolution, the Bond Purchase Agreement, Bond Counsel, the Trustee and the Indenture.

(e) At delivery, the Transfer Agent shall authenticate the City Bond and deliver it to the Issuer upon payment of the purchase price of the City Bond to the City in accordance with the City Bond Purchase Agreement.

SECTION 11. (a) The City hereby designates the Trustee as the Paying Agent and Transfer Agent for the City Bond. The City specifically reserves the right to hereafter designate a separate Paying Agent and Transfer Agent in its discretion, subject, however to the terms and conditions of the Indenture, and as hereinafter provided.

(b) So long as the City Bond shall remain outstanding, the City shall maintain with the Agent records for the registration and transfer of the City Bond. The Agent is hereby appointed registrar for the City Bond, in which capacity the Agent shall register in such records and permit to be transferred thereon, under such reasonable regulations as may be prescribed, the City Bond if entitled to registration or transfer.

(c) The City shall pay or reimburse the Agent for reasonable fees and expenses for services normally rendered and expenses normally incurred and customarily paid to paying agents, transfer agents and bond registrars, unless otherwise agreed to by the City and the Agent. Fees and reimbursements for extraordinary services and expenses, so long as not occasioned by the negligence, misconduct or willful default of the Agent, shall be made by the City on a case-by-case basis, subject, where not prevented by emergency or other exigent circumstances, to the prior written approval of the Governing Body.

(d) An Agent may at any time resign and be discharged of the duties and obligations of the function of Trustee, Paying Agent and Transfer Agent pursuant to the terms and conditions stated in Sections 11.05 and 11.06 of the Indenture.

(e) In the event of the resignation or removal of the Agent, a successor Agent shall be selected as provided in Section 11.07 of the Indenture.

(f) In the event of a change of Agent, the predecessor Agent shall cease to be custodian of any funds held pursuant to this Bond Resolution in connection with its role as such Agent, and the successor Agent shall become such custodian; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Agent shall be fully paid. Every predecessor Agent shall deliver to its successor Agent all records of account, registration records, list of Registered Owner and all other records, documents and instruments relating to its duties as such Agent.

(g) The provisions of Sections 11.07 and 11.08 of the Indenture shall govern the acceptance of any appointment of a successor Agent.

(h) Should any transfer, assignment or instrument in writing be required by any successor Agent from the City to more fully and certainly vest in such successor Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Agent, any such transfer, assignment and written instruments shall, on request, be executed, acknowledged and delivered by the City.

(i) The City will provide any successor Agent with certified copies of all resolutions, orders and other proceedings adopted by the Governing Body relating to the City Bond.

(j) All duties and obligations imposed hereby on an Agent or successor Agent shall terminate upon the accomplishment of all duties, obligations and responsibilities imposed by law or required to be performed by this Bond Resolution.

SECTION 12. The City Bond shall be in substantially the following form and the Mayor and the Clerk be and are hereby authorized and directed to make such changes, insertions and omissions therein as may in their opinions be required:

[CITY BOND FORM]

THIS CITY BOND HAS BEEN ASSIGNED TO HANCOCK WHITNEY BANK, AS TRUSTEE (THE "TRUSTEE") UNDER AN INDENTURE OF TRUST (THE "INDENTURE") DATED _____, 2024, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE TRUSTEE. THIS CITY BOND IS REGISTERED IN THE NAME OF THE TRUSTEE AND IS NON-TRANSFERRABLE EXCEPT AS PERMITTED IN THE INDENTURE.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

CITY OF HATTIESBURG, MISSISSIPPI
PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND,
SERIES 2024

NO. 1 **$_____**

Rate of Interest	*Maturity*	*Date of Original Issue*
Payable as set forth herein	***May 1, ____***	***__, 2024***

REGISTERED OWNER: **HANCOCK WHITNEY BANK,**
As Assignee of the Mississippi Development Bank

PRINCIPAL AMOUNT: _____ MILLION AND NO/100THS DOLLARS

The City of Hattiesburg, Mississippi (the "**City**"), a body politic existing under the Constitution and laws of the State of Mississippi, acknowledges itself to owe and for value received, promises to pay in lawful money of the United States of America to the Registered Owner identified above, upon the presentation and surrender hereof, at the corporate trust office of Hancock Whitney Bank, in Ridgeland, Mississippi, or its successor, as paying agent (the "**Paying Agent**") for the Public Improvement General Obligation Bond, Series 2024 of the City (this "**City Bond**"), on the maturity date identified above, the principal amount identified above. Payment of the principal amount of this City Bond shall be made to the Registered Owner hereof who shall appear in the registration records of the City maintained by Hancock Whitney Bank, in Ridgeland, Mississippi, or its successor, as transfer agent for the City Bond (the "**Transfer Agent**") at the times and periods as provided in the Indenture (as defined herein).

The City further promises to pay interest on such principal amount from the date of this City Bond as hereinafter provided until said principal sum is paid to the Registered Owner hereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date (as defined in the Indenture).

Payments of principal of and interest on this City Bond shall be made by check or draft mailed to such Registered Owner at its address as such address appears on such registration records in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date (as defined in the Bond Resolution, as hereinafter defined).

This City Bond is issued under the authority of the Constitution and statutes of the State of Mississippi, including Sections 21-33-301 et seq., Mississippi Code of 1972, as amended, and Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended (together, the "**Act**"), and by the further authority of proceedings duly had by the Mayor and City Council of the City, including a resolution adopted on April 16, 2024 (the "**Bond Resolution**").

This City Bond is issued in the aggregate authorized principal amount of ____ Million Dollars ($___,000,000) to provide funds to the City for the purposes set forth in the Bond Resolution, including, but not limited to, any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (together, the "**City Project**").

The City will duly and punctually pay the principal of, premium, if any, and interest on this City Bond at the dates and the places and in the manner mentioned in the Bond Resolution, according to the true intent and meaning thereof. Notwithstanding any schedule of payments upon the City Bond, the City agrees to make payments upon the City Bond and be liable therefor at such times and in such amounts (including principal, premium, if any, and interest) so as to provide for payment of the principal of, premium, if any, and interest on the $___,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) (the "**Series 2024 Bonds**"), outstanding under the Indenture of Trust, by and between the Mississippi Development Bank and

Hancock Whitney Bank, as trustee (the "**Trustee**"), dated as of __, 2024 (the "**Indenture**"), when due whether upon a scheduled interest payment date, redemption or at maturity.

Reference is hereby made to the Bond Resolution and to all amendments and supplements thereto for the provisions, among others, with respect to the nature and extent of the security for the bondholder, the rights, duties and obligations of the City and the bondholder and the terms upon which this City Bond is or may be issued and secured.

The City and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner for the purpose of receiving payment of principal hereof and interest due hereon and for all other purposes and neither the City nor the Paying Agent shall be affected by any notice to the contrary.

This City Bond shall be a general obligation of the City payable as to principal of, premium, if any, and interest out of and secured by a special tax to be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the 2024 Bond Fund (as defined in the Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the Bond Resolution, including, but not limited to, a pledge of the revenues of the combined water and sewer system of the City, which pledge shall be in addition to the pledge of the full faith and credit of the City. The avails of said tax are irrevocably pledged by the City under the Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations of the City Bond, as to principal of, premium, if any, and interest.

This City Bond is the only evidence of indebtedness issued and outstanding under the Bond Resolution. This City Bond has been purchased by the Mississippi Development Bank and has been assigned to the Trustee under the Indenture. This City Bond is registered in the name of the Trustee and is non-transferrable except as provided in the Indenture.

The City and the Transfer Agent may deem and treat the Person in whose name this City Bond is registered as the absolute owner hereof, whether this City Bond shall be overdue or not, for the purpose of receiving payment of the principal of, premium, if any, and interest on this City Bond and for all other purposes. All such payments so made to the Registered Owner shall be valid and effectual to satisfy and discharge the liability upon this City Bond to the extent of the sum or sums paid, and neither the City nor the Transfer Agent shall be affected by any notice to the contrary.

Upon a default in payment under this City Bond, the Trustee may, as provided in the Indenture and the Bond Resolution, declare the principal of and accrued interest on this City Bond to be due and payable immediately.

This City Bond shall only be redeemed under the Bond Resolution to the extent and in the manner required to redeem the Series 2024 Bonds pursuant to the provisions of the Indenture.

Modifications or alterations of the Bond Resolution may be made only to the extent and under the circumstances permitted by the Indenture.

This City Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Resolution until the certificate of registration and authentication hereon shall have been signed by the Transfer Agent.

Capitalized terms used herein, but not defined herein, shall have the meanings given to such terms in the Bond Resolution and the Indenture.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that all conditions, acts and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this City Bond, in order to make the same a legal and binding general obligation of the City, according to the terms thereof, do exist, have happened and have been performed in regular and due time, form and manner as required by law. For the performance in apt time and manner of every official act herein required, and for the prompt payment of this City Bond, including principal, premium, if any, and interest, the full faith, credit and taxing power of the City are hereby irrevocably pledged.

IN WITNESS WHEREOF, the City has caused this City Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City, countersigned by the manual or facsimile signature of the City Clerk of the City, under the manual or facsimile seal of the City, which said manual or facsimile signatures and seal said officials adopt as and for their own proper signatures and seal, on this the _____ day of _____ 2024.

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF REGISTRATION AND AUTHENTICATION

This City Bond is the City Bond described in the within mentioned Bond Resolution and is the Public Improvement General Obligation Bond, Series 2024, of the City of Hattiesburg, Mississippi.

HANCOCK WHITNEY BANK, as
Transfer Agent

By _____
Authorized Signatory

Date of Registration and Authentication: ___, 2024

REGISTRATION AND VALIDATION CERTIFICATE

STATE OF MISSISSIPPI
COUNTY OF FORREST

I, the undersigned City Clerk of City of Hattiesburg, Mississippi, do hereby certify that the within City Bond has been duly registered by me as an obligation of said City pursuant to law in a record kept in my office for that purpose, and has been validated and confirmed by Decree of the Chancery Court of Forrest County, Mississippi, rendered on the _____ day of _____, 2024.

(SEAL)

_____
City Clerk

[END OF CITY BOND FORM]

SECTION 13. In case the City Bond shall become mutilated or be stolen, destroyed or lost, the City shall, if not then prohibited by law, cause to be authenticated and delivered a new City Bond of like date, number, maturity and tenor in exchange and substitution for and upon cancellation of such mutilated City Bond, or in lieu of and in substitution for such City Bond stolen, destroyed or lost, upon the Registered Owner's paying the reasonable expenses and charges of the City in connection therewith, and in case of a City Bond stolen, destroyed or lost, such Registered Owner's filing with the City or Transfer Agent evidence satisfactory to them that the City Bond was stolen, destroyed or lost, and of its ownership thereof, and furnishing the City or the Transfer Agent with such security and/or indemnity as may be required by law or by them to save each of them harmless from all risks, however remote.

SECTION 14. This City Bond shall be a general obligation of the City and the City hereby irrevocably pledges its full faith, credit and taxing power for the purpose of effectuating

and providing for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue. There shall be levied annually by the City, without limitation as to time, rate or amount, upon all of the taxable property within the geographical boundaries of the City adequate and sufficient to provide for the payment of the principal of, premium, if any, and interest on the City Bond as the same becomes due. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the 2024 Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of this Bond Resolution, including, but not limited to, a pledge of the revenues of the combined water and sewer system of the City, which pledge shall be in addition to the pledge of the full faith and credit of the City. The avails of said tax are hereby irrevocably pledged for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall mature and accrue. Should there be a failure in any year to comply with the requirements, such failure shall not impair the right of the holder of the City Bond in any subsequent year to have adequate taxes levied and collected to meet the obligations the City Bond, as to principal of, premium, if any, and interest.

SECTION 15. Only if the City Bond shall have endorsed thereon a certificate of registration and authentication in substantially the form hereinabove set forth, duly executed by the Transfer Agent, shall the City Bond be entitled to the rights, benefits and security of this Bond Resolution. The City Bond shall not be valid or obligatory for any purpose unless and until such certificate of registration and authentication shall have been duly executed by the Transfer Agent, which executed certificate shall be conclusive evidence of registration, authentication and delivery under this Bond Resolution. The Transfer Agent's certificate of registration and authentication on the City Bond shall be deemed to have been duly executed if signed by an authorized officer of the Transfer Agent; provided, however, it shall not be necessary that the same officer sign said certificate on every City Bond that may be issued hereunder.

SECTION 16. Ownership of the City Bond shall be in the Issuer or its assignee. The Person in whose name the City Bond shall be registered in the records of the City maintained by the Transfer Agent may be deemed the absolute owner thereof for all purposes, and payment of or on account of the principal of, premium, if any, or interest on the City Bond shall be made only to or upon the order of the Registered Owner thereof, or its legal representative, but such registration may be changed as hereinafter provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon the City Bond to the extent of the sum or sums so paid.

SECTION 17. The City Bond shall be transferable only as provided in the Indenture. Upon the transfer of the City Bond, the City, acting through the Transfer Agent, shall issue in the name of the transferee a new City Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered City Bond.

SECTION 18. (a) The City hereby establishes the "City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024 Bond Fund" (the "**2024 Bond Fund**") which shall be maintained with a qualified depository in its name for the payment of the principal of, premium, if any, and interest on the City Bond, and the payment of the Agent's fees in connection therewith. There shall be deposited into the 2024 Bond Fund as and when received:

(i) The avails of any of the taxes levied and collected pursuant to Section 14 hereof;

(ii) Any income received from the investment of monies in the 2024 Bond Fund; and

(iii) Any other funds available to the City which may be lawfully used for payment of the principal of, premium, if any, and interest on the City Bond or for other obligations of the City which may be due under the Indenture, and which the Governing Body, in its discretion, may direct to be deposited into the 2024 Bond Fund, including, but not limited to, the pledge of revenues of the combined water and sewer system of the City.

(b) As long as any principal of, premium, if any, and interest on the City Bond or the Series 2024 Bonds remain outstanding and/or other obligations of the City remain outstanding hereunder or under the Indenture, the Clerk is hereby irrevocably authorized and directed to withdraw from the 2024 Bond Fund, sufficient monies to make the payments necessary (the "**City Bond Payments**") to pay (i) the principal of, premium, if any, and interest coming due on the Series 2024 Bonds, and (ii) any additional payments necessary and required as obligations of the City hereunder or under the Indenture, including, but not limited to Program Expenses (as such term is defined in the Indenture), and to transfer same to the account of the Trustee in time to reach the Trustee at least five (5) days prior to the date on which said interest, principal or premium, if any, on the Series 2024 Bonds shall become due, or in such time as may be required for any other payments regarding the Series 2024 Bonds shall become due. The Trustee shall deposit all City Bond Payments received in the General Account of the General Fund of the Indenture (as such terms are defined in the Indenture), or such other fund or account as the Trustee is so directed in the Indenture.

SECTION 19. (a) The City hereby establishes the "City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024 Construction Fund" (the "**2024 Construction Fund**") which shall be maintained with a qualified depository in its name. A portion of the proceeds received upon the sale of the City Bond as provided in Section 6.07 of the Indenture shall be transferred by the Trustee and deposited in the 2024 Construction Fund. Monies deposited in the 2024 Construction Fund shall be used, to the extent permitted by law, (i) to pay, or to reimburse the City, for all costs related to implementation and completion of all necessary expenditures for and in connection with the City Project; (ii) to pay, or to reimburse the City, for architectural, engineering, fiscal, paying agent, printing, accounting, construction manager, feasibility consultant, legal expenses and development expenses; (iii) to pay costs related to any suits and proceedings, including any costs of settlement thereof; and (iv) to pay for all costs related to implementation and completion of all necessary expenditures for and in connection with the City Project.

Any income received from investment of monies in the 2024 Construction Fund shall be deposited in the 2024 Construction Fund and shall be used for the costs of the City Project.

Any amounts which remain in the 2024 Construction Fund after the completion of the City Project, shall be transferred to the 2024 Bond Fund and used as permitted under State law.

(b) The balance of the proceeds derived from the sale of the City Bond following the deposit to be made pursuant to this Section 19 shall be retained by the Issuer and deposited with the Trustee under the Indenture to be used for the payment of the costs of issuance and sale of the City Bond and the costs of issuance and sale of the Series 2024 Bonds, all as provided in the Indenture.

SECTION 20. (a) Payment of principal on the City Bond shall be made, upon presentation of the City Bond at the corporate trust office of the Paying Agent, to the Record Date Registered Owner thereof who shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date.

(b) Payment of each installment of interest on the City Bond shall be made to the Record Date Registered Owner thereof whose name shall appear in the registration records of the City maintained by the Transfer Agent as of the Record Date. Interest shall be payable in the aforesaid manner irrespective of any transfer or exchange of such City Bond subsequent to the Record Date and prior to the due date of the interest.

(c) Principal of and interest on the City Bond shall be paid by the Paying Agent by check or draft mailed to the Registered Oat the address appearing in the registration records of the Transfer Agent in time to reach the Registered Owner at least five (5) days prior to an Interest Payment Date. Any such address may be changed by written notice from the Registered Owner to the Transfer Agent by certified mail, return receipt requested, or such other method and at the times as may be subsequently prescribed by the Transfer Agent.

SECTION 21. The City may issue refunding bonds, in one or more series, with the consent of the Issuer pursuant to a supplement to this Bond Resolution or a separate resolution to provide funds for the refunding of all or a portion of the City Bond so long as: (a) no default has occurred and is continuing under this Bond Resolution or the Indenture; and (b) there shall have been filed with the City and the Trustee an opinion of Bond Counsel that the exclusion from gross income for federal income tax purposes of interest on the Series 2024 Bonds then outstanding under the Indenture shall not be adversely affected, if applicable.

Such refunding bonds shall be appropriately designated, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law, shall be numbered, shall have such paying agents and shall have such maturities and redemption provisions, all as may be provided in the supplement to this Bond Resolution or separate resolution of the Governing Body authorizing the issuance of such refunding bonds.

It is intended that this Section 21 allow for the provision of refunding bonds commensurate with the ability of the Issuer to issue its refunding bonds as provided in Section 2.05 of the Indenture.

SECTION 22. The City Bond shall be submitted to validation in the Chancery Court of Forrest County, Mississippi, in the manner and with the force and effect provided by Sections 31-13-1 *et seq.*, Mississippi Code of 1972, as amended. The Clerk is hereby directed to prepare a transcript of all legal papers and proceedings relating to the City Bond and to certify and forward the same to the State's Bond Attorney for the institution of validation proceedings.

SECTION 23. The City covenants to comply, if applicable, with each requirement of the Code and the regulations promulgated thereunder necessary to maintain the exclusion of interest on the Series 2024 Bonds from gross income for federal income tax purposes, and in furtherance thereof, to comply, if applicable, with a certificate of the City to be executed and delivered concurrently with the issuance of the City Bond and the Series 2024 Bonds, or such other covenants as may, from time to time, be required to be complied with in order to maintain the exclusion of interest on the Series 2024 Bonds from gross income for federal income tax purposes, if applicable. The City shall not use or permit the use of any of the proceeds of the City Bond or the Series 2024 Bonds, or any other funds of the City, directly or indirectly, to acquire any securities, obligations or other investment property, and shall not take or permit to be taken any other action or actions, which would cause any Series 2024 Bond to be an "arbitrage bond" as defined in Section 148 of the Code, if and as applicable. Notwithstanding any other provisions to the contrary, so long as necessary in order to maintain the exclusion of interest on the Series 2024 Bonds from gross income for federal income tax purposes under the Code, if applicable, the covenants contained in this Section 23 shall survive the payment of the City Bond and the Series 2024 Bonds and the interest thereon, including any payment or defeasance thereof.

SECTION 24. The City represents as follows, if and as applicable to the Series 2024 Bonds and the City Bond:

(a) The City shall take no action that would cause the Series 2024 Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Code;

(b) The City shall take all necessary action to have the Series 2024 Bonds registered within the meaning of Section 149(a) of the Code; and

(c) The City will not employ any device or abusive transaction with respect to the investment of the proceeds of the Series 2024 Bonds and, to the extent necessary, the City Bond.

SECTION 25. The City hereby covenants that, if applicable, in connection with the Series 2024 Bonds it shall make, or cause to be timely made to the United States of America, any rebate payment required by Section 148(f) of the Code and the regulations promulgated thereunder and to that end, will enter into the Arbitrage Rebate Agreement (as defined in the Indenture) (or similar agreement respecting such federal income tax matters) with the Issuer and the Trustee.

SECTION 26. The Mayor, President of the Governing Body or the Clerk are hereby authorized to sign and file or cause to be filed a completed I.R.S. Form 8038-G "Information Return for Governmental Obligations" if required by Section 149(e) of the Code.

SECTION 27. The Mayor, President of the Governing Body or the Clerk are hereby authorized to execute a non-arbitrage certification in order to comply with Section 148 of the Code and the applicable regulations thereunder.

SECTION 28. Pursuant to SEC Rule 15c2-12(b)(5) (the "**Rule**"), the City, as an "obligated person" under the Rule, hereby covenants and agrees to enter into the Continuing Disclosure Certificate, setting forth the City's agreement with regard to continuing disclosure and to comply with the covenants set forth therein and carry out all of the provisions of the Continuing Disclosure Certificate. In the event the City fails to comply with the provisions of the Continuing Disclosure Certificate, the beneficial owners of the Series 2024 Bonds may take such actions as may be necessary and appropriate, including mandamus or specific performance by court order, to cause the City to comply with its obligations set forth in the Continuing Disclosure Certificate and this Section.

SECTION 29. (a) The Issuer and the City, without the consent of the owners of any of the Series 2024 Bonds outstanding under the Indenture, may enter into supplements to this Bond Resolution which shall not be inconsistent with the terms and provisions hereof for any of the purposes heretofore specifically authorized in this Bond Resolution or the Indenture, and in addition thereto for the following purposes:

(i) To cure any ambiguity or formal defect or omission in the Indenture;

(ii) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owner of the City Bond and does not require unanimous consent of the Bondholders pursuant to Section 12.01 of the Indenture;

(iii) To subject to the Indenture additional Revenues (as such term is defined in the Indenture), properties or collateral;

(iv) To modify, amend or supplement this Resolution in such manner as required to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, to permit qualification of the City Bond or the Series 2024 Bonds for sale as exempt securities or in exempt transactions under the Securities Act, the Exchange Act or the securities laws of any state or to avoid registration under the Investment Company Act of 1940, as amended, or any similar federal statute hereafter in effect, or to permit compliance with the Code;

(v) To conform the text herein to any description or summary of this Resolution in any official statement or other offering document with respect to the City Bond or the Series 2024 Bonds to the extent that such description or summary was intended to be a verbatim recitation of a provision herein; and

(vi) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee under the Indenture or the succession of a new registrar and/or paying agent.

(b) The provisions of this Bond Resolution may be amended in any particular with the written consent of the Issuer to the extent authorized by the Indenture; provided, however, that no such amendment may be adopted which decreases the percentage of owners of Series 2024 Bonds required to approve any amendment, or which permits a change in the date of payment of the principal of or interest on any Series 2024 Bonds or of any redemption price thereof or the rate of interest thereon.

(c) If at any time the Issuer and the City shall request the Trustee to consent to a proposed amendment of this Bond Resolution for any of the purposes of this Section 29, the Trustee shall, upon being satisfactorily indemnified and/or secured with respect to expenses, cause notice of the proposed execution of such proposed amendment to be given in the manner required by the Indenture to redeem Series 2024 Bonds. Such notice shall briefly set forth the nature of the proposed amendment and shall state that copies thereof are on file at the principal corporate trust office of the Trustee for inspection by all holders of Series 2024 Bonds. If, within sixty (60) days or such longer period as shall be prescribed by the Issuer following such notice, the owners of not less than a majority in aggregate principal amount of the Series 2024 Bonds outstanding at the time of the execution of any such proposed amendment shall have consented to and approved the execution thereof as herein provided, no owner of any Series 2024 Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the City or the Issuer from executing or approving the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such proposed amendment permitted and provided in this Section, this Bond Resolution shall be modified and amended in accordance therewith.

(d) Copies of any such supplement or amendment shall be filed with the Trustee and delivered to the Issuer and the City before such supplement or amendment may become effective.

SECTION 30. The Indenture, in the form submitted as **Exhibit B** hereto to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor, President of the Governing Body or the Clerk, be, and hereby are, authorized to approve such additional changes as may be requested by the Issuer. The Governing Body hereby approves and acknowledges the Indenture and the terms and provisions thereof and recognizes that many items governing the terms and conditions of the City Bond are based upon terms, limitations and conditions as provided in the Indenture.

SECTION 31. The City Bond Purchase Agreement, in the form submitted as **Exhibit C** hereto to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor or the President of the Governing Body and the Clerk, are hereby authorized and directed to execute and deliver the City Bond Purchase Agreement with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 32. The Governing Body of the City hereby authorizes, due to the character of the Series 2024 Bonds, the complexity of structuring the Series 2024 Bonds and prevailing market conditions, to negotiate for the sale of the Series 2024 Bonds with the Underwriter and to

approve the submission of the form of the Bond Purchase Agreement for the sale of the Series 2024 Bonds to the Issuer and the City, for approval at a subsequent date to be determined by the Municipal Advisor and the City to be the most financially advantageous to the City and the Issuer and hereby gives authority to the Mayor or the President of the Governing Body to approve the sale of the Series 2024 Bonds and to make the final decisions regarding (i) the aggregate principal amounts of the Series 2024 Bonds, (ii) the redemption provisions of the Series 2024 Bonds, (iii) the interest rates to be borne by the Series 2024 Bonds, (iv) the maturity dates of the Series 2024 Bonds, (v) the principal and interest payment dates for the Series 2024 Bonds, and (vi) to make all final determinations necessary to structure the Series 2024 Bonds; provided that the terms of the City Bond will mirror said terms of the Series 2024 Bonds. The Bond Purchase Agreement, in the form attached hereto as **Exhibit D** and when presented for execution, is hereby approved in all respects, subject to the following conditions: (1) the par amount of the Series 2024 Bonds will not exceed $7,500,000; (2) the net interest cost of the Series 2024 Bonds will not exceed 11.00%; (3) the Series 2024 Bonds will mature no later than twenty (20) years from the date of issuance thereof; (4) the net proceeds of the City Bond shall be applied to the costs of the Project and to pay for the costs of issuance of the Series 2024 Bonds and the City Bond; and (5) the terms and provisions of the Series 2024 Bonds and the City Bond are in compliance with the Act. The form of the Bond Purchase Agreement in substantial form is hereby approved in all respects and the Mayor or the President of the Governing Body are hereby authorized and directed to execute and deliver the Bond Purchase Agreement for and on behalf of and in the name of the City for the sale of the Series 2024 Bonds, with such changes, omissions, insertions and revisions, as may be approved by either such officer, said execution being conclusive evidence of such approval.

SECTION 33. (a) The form of the Preliminary Official Statement is submitted to this meeting and made a part of this resolution as though set forth in full herein shall be, and the same hereby is, approved in substantially said form. The Mayor or the President of the Governing Body are hereby authorized and directed to execute and deliver, as applicable, the Preliminary Official Statement with such changes, insertions and omissions as may be approved by such officer, said execution being conclusive evidence of such approval. The Preliminary Official Statement is hereby "deemed final" by the City as described in the Rule. The Mayor or the President of the Governing Body are hereby authorized and directed to execute and deliver the Official Statement in connection with the Series 2024 Bonds with such changes, insertions and omissions as may be approved by such officer from the Preliminary Official Statement, said execution being conclusive evidence of such approval. Said Preliminary Official Statement is attached hereto as **EXHIBIT E**.

(b) If in the opinion of the Bond Counsel, the Underwriter and the Municipal Advisor, a supplement or amendment to the Preliminary Official Statement and/or Official Statement is necessary to provide proper disclosure for the Series 2024 Bonds, the Governing Body of the City hereby authorizes (a) Bond Counsel to prepare and distribute such supplement or amendment to the Preliminary Official Statement and/or the Official Statement in a form and in a manner approved by the Underwriter, and (b) the Underwriter to provide distribution of such supplement or amendment to the Preliminary Official Statement and/or Official Statement, as the case may be, in connection with the sale of the Series 2024 Bonds, with the distribution of such supplement or amendment being conclusive evidence of the approval of the Governing Body.

(c) The Continuing Disclosure Certificate, in the form attached to the Preliminary Official Statement as submitted to this meeting, is hereby made part of this Bond Resolution as though set forth in full herein and shall be, and the same hereby is, approved in substantially said form. The Mayor or the President of the Governing Body and the Clerk are hereby authorized and directed to execute and deliver the Continuing Disclosure Certificate with such changes, insertions and omissions as may be approved by such officers, said execution being conclusive evidence of such approval.

SECTION 34. Copies of the documents provided for in Sections 30 through 33 of this Bond Resolution in the forms submitted to this meeting and approved in substantially said forms by this Bond Resolution are on file in the office of the Clerk.

SECTION 35. The Mayor or the President of the Governing Body and the Clerk are authorized and directed to execute and deliver any additional documents, agreements, instruments, requisitions and certificates, which are required in connection with the sale and issuance of the Series 2024 Bonds and the City Bond. Notwithstanding any other provision herein or in any attachments hereto, the Governing Body further authorizes any necessary changes to the name or title or series and year designation of the Series 2024 Bonds or the City Bond and corresponding changes to any of the related documents approved hereby if it is determined, after consultation with the Municipal Advisor, that it is in the best interest of the City for the Series 2024 Bonds to be issued at a later date, pursuant to a different structure, or in one or more tax-exempt or taxable series, or as a private placement transaction as the municipal bond market conditions may dictate.

SECTION 36. If the Project or any improvements located thereon shall be damaged or destroyed (in whole or in part) at any time while any of the City Bond remains outstanding, there shall be no abatement or reduction in the amount payable by the City hereunder and under the City Bond. Also, if at any time while any Series 2024 Bonds remain outstanding, and the whole or any part of title to, or the use of, the Project shall be taken by condemnation, there shall be no abatement or reduction in the amount payable by the City hereunder.

SECTION 37. Except as otherwise expressly provided herein, nothing in this Bond Resolution, express or implied, is intended or shall be construed to confer upon any Person or firm or corporation other than the City, the Issuer and the Trustee, any right, remedy or claim, legal or equitable, under and by reason of this Bond Resolution or any of the provisions hereof or the Indenture or any provision thereof. This Bond Resolution, the Indenture and all of their provisions are intended to be and shall be for the sole and exclusive benefit of the City, the Trustee and the Issuer.

SECTION 38. The Mayor or the President of the Governing Body are hereby authorized and directed to sign requisitions and perform such other acts as may be necessary to authorize the payment by the Trustee under the Indenture on the date of issuance and delivery of the Series 2024 Bonds, the costs of issuance for the Series 2024 Bonds and the City Bond.

SECTION 39. The Governing Body hereby approves the designation of Hancock Whitney Bank, Ridgeland, Mississippi, as the Paying Agent and Trustee for the Series 2024 Bonds under the Indenture.

SECTION 40. The Mayor or the President of the Governing Body and the Clerk are authorized to execute and deliver such resolutions, agreements, certificates and other documents as are required for the sale, issuance and delivery of the City Bond, including the approval of the final Official Statement in connection with the Series 2024 Bonds. The Governing Body further authorizes Bond Counsel, City Counsel, the Underwriter and the Municipal Advisor, to prepare and distribute all necessary documents and to do all things required in order to negotiate the sale of the Series 2024 Bonds and to effectuate the sale and issuance of the City Bond and the Series 2024 Bonds.

SECTION 41. The Mayor or the President of the Governing Body and the Clerk are further authorized and directed to execute and deliver such additional documents and certificates which are required in connection with this Bond Resolution to provide for the sale, issuance and delivery of the City Bond and the Series 2024 Bonds.

SECTION 42. If the Municipal Advisor deems it in the bests interest of the City and the Issuer to apply for municipal bond insurance for the Series 2024 Bonds, the Governing Body hereby approves the execution of a commitment for the provision of municipal bond insurance for the Series 2024 Bonds and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Series 2024 Bonds. The Mayor or the President of the Governing Body are hereby authorized to approve any changes, insertions and omissions as may be required by the provider of the municipal bond insurance to the Bond Purchase Agreement, the Preliminary Official Statement and Official Statement, the Indenture and the City Bond Purchase Agreement, as are approved by the Mayor or his designee, evidenced by his/her execution of the commitment for said municipal bond insurance and other additional documents and certificates. In addition, the executive director of the Issuer and/or an authorized officer of the Issuer are hereby authorized to apply for municipal bond insurance and execute a commitment for the provision of municipal bond insurance and any additional documents and certificates which are required by any provider of such municipal bond insurance selected to provide credit enhancement in connection with the issuance of the Series 2024 Bonds.

SECTION 43. If the Municipal Advisor deems it in the best interest of the City and the Issuer to sell the Series 2024 Bonds as a privately placed transaction (the "**Private Placement Transaction**") due to municipal bond market conditions, the Governing Body authorizes and approves: (a) the Private Placement Transaction in order to conform to such determination by the Municipal Advisor; (b) the Private Placement Agreement in the form submitted to this meeting and attached hereto as **EXHIBIT F**; (c) Raymond James & Associates, Inc., as placement agent for the Private Placement Transaction (the "**Placement Agent**"); and (d) any term sheet (the "**Term Sheet**"), if applicable, of a bank or consortium of banks or a qualified institutional buyer, as purchaser or lender (the "**Lender**") in connection with the Private Placement Transaction.

SECTION 44. If the Series 2024 Bonds are sold as a Private Placement Transaction the following shall apply: (a) the Series 2024 Bonds shall be initially issued as fully registered bonds in the principal denomination of $100,000 and increments of $1,000 each thereafter, or integral multiples thereof up to the amount of a single maturity, (b) shall be subject to redemption in the manner, to the extent and with such notice as stated in the Private Placement Agreement and the Term Sheet, (c) shall be delivered to the Lender upon payment of the purchase price therefor in accordance with the terms and conditions of the Private Placement Agreement and the Term

Sheet, (d) shall be authenticated and delivered to, upon the order of or as directed by the Lender thereof upon payment of the purchase price of the Series 2024 Bonds to the Trustee in accordance with the Private Placement Agreement and the Term Sheet, (e) may or may not have CUSIP numbers assigned thereto as specified in the Private Placement Agreement and the Term Sheet, and (d) the execution of the Private Placement Agreement by the Mayor or the President of the Governing Body, is subject to the same conditions provided in Section 32 as are applicable to the execution of the Bond Purchase Agreement.

SECTION 45. If any one or more of the provisions of this Bond Resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this Bond Resolution, but this Bond Resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

SECTION 46. All resolutions and orders or parts thereof in conflict herewith are, to the extent of such conflicts, hereby repealed, and this Bond Resolution shall become effective immediately.

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:** **ABSENT:**

The President thereby declared the motion carried and the Intent Resolution adopted this the 16th day of April 2024.

(SEAL)

ATTEST: **ADOPTED:**

_____ _____

CLERK OF COUNCIL **PRESIDENT**

The above and foregoing Bond Resolution having been submitted to and approved by the Mayor, this the 16th day of April 2024.

_____ _____

CITY CLERK **MAYOR**

(SEAL)

EXHIBIT A

PROOF OF PUBLICATION

EXHIBIT B

FORM OF INDENTURE OF TRUST

EXHIBIT C

FORM OF CITY BOND PURCHASE AGREEMENT

EXHIBIT D

FORM OF BOND PURCHASE AGREEMENT

EXHIBIT E

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT F

FORM OF PRIVATE PLACEMENT AGREEMENT

86375897.v1

INDENTURE OF TRUST

by and between

MISSISSIPPI DEVELOPMENT BANK

and

HANCOCK WHITNEY BANK, as Trustee

Dated ___, 2024

Relating To The Issuance Of

$___,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project)

TABLE OF CONTENTS

Page

ARTICLE I. DEFINITIONS AND RULES OF INTERPRETATION 4

SECTION 1.01. Definitions. 4
SECTION 1.02. Rules of Interpretation. 10

ARTICLE II. AUTHORIZATION AND ISSUANCE OF BONDS 11

SECTION 2.01. Authorization and Issuance of Series 2024 Bonds. 11
SECTION 2.02. Purpose and Disposition of Series 2024 Bonds. 11
SECTION 2.03. General Description of the Series 2024 Bonds. 12
SECTION 2.04. Provisions for Issuance of Series 2024 Bonds. 12
SECTION 2.05. Provisions for Issuance of Refunding Bonds. 13
SECTION 2.06. Form of Series 2024 Bonds. 14
SECTION 2.07. Book-Entry Only System 23
SECTION 2.08. Successor Securities Depository; Transfers Outside Book-Entry Only System 23
SECTION 2.09. Payments 24

ARTICLE III. GENERAL TERMS AND PROVISIONS OF BONDS 25

SECTION 3.01. Medium, Form and Place of Payment. 25
SECTION 3.02. Legends. 25
SECTION 3.03. Execution. 25
SECTION 3.04. Authentication. 25
SECTION 3.05. Mutilated, Lost, Stolen or Destroyed Bonds 25
SECTION 3.06. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. 26
SECTION 3.07. Destruction of Bonds. 27
SECTION 3.08. Nonpresentment of Bonds. 27
SECTION 3.09. Other Obligations Payable from Revenues. 27
SECTION 3.10. Temporary Bonds. 27
SECTION 3.11. Limitations on Obligations of the Issuer 28
SECTION 3.12. Immunity of Officers and Directors 28

ARTICLE IV. REDEMPTION OF SERIES 2024 BONDS PRIOR TO MATURITY 29

SECTION 4.01. Redemption and Redemption Prices and Terms for Series 2024 Bonds. 29
SECTION 4.02. Redemption at the Election or Direction of the Issuer 30
SECTION 4.03. Selection of Series 2024 Bonds to be Redeemed. 30
SECTION 4.04. Redemption Payments. 30
SECTION 4.05. Notice of Redemption. 30
SECTION 4.06. Cancellation. 31

ARTICLE V. GENERAL COVENANTS **32**

SECTION 5.01. Payment of Debt Service. 32
SECTION 5.02. Performance of Covenants. 32
SECTION 5.03. Instruments of Further Assurance. 32
SECTION 5.04. Covenants Concerning Program. 32
SECTION 5.05. Possession and Inspection of City Bond. 33
SECTION 5.06. Accounts and Reports. 33
SECTION 5.07. Issuer Covenants with Respect to the City Bond. 33
SECTION 5.08. Monitoring Investments. 33
SECTION 5.09. Covenants Concerning Preservation of Tax Exemption. 34

ARTICLE VI. REVENUES AND FUNDS **35**

SECTION 6.01. Source of Payment of Bonds. 35
SECTION 6.02. Creation of Funds. 35
SECTION 6.03. Deposit of Net Proceeds of Bonds. 35
SECTION 6.04. Deposit of Revenues and Other Receipts. 35
SECTION 6.05. Operation of General Account. 35
SECTION 6.06. Operation of the Redemption Account. 36
SECTION 6.07. Operation of the Purchase Account. 36
SECTION 6.08. Operation of Bond Issuance Expense Account. 36
SECTION 6.09. Operation of the Rebate Fund. 36
SECTION 6.10. Moneys to be Held in Trust. 37
SECTION 6.11. Amounts Remaining in Funds or Accounts. 38
SECTION 6.12. Certain Verifications. 38

ARTICLE VII. PURCHASE OF CITY BOND **39**

SECTION 7.01. Terms and Conditions of Purchase. 39
SECTION 7.02. Purchase. 39
SECTION 7.03. Retention and Inspection of Documents. 39
SECTION 7.04. Report. 40

ARTICLE VIII. INVESTMENT OF MONEYS **41**

SECTION 8.01. General Provisions. 41
SECTION 8.02. Valuation of Investments. 41
SECTION 8.03. Arbitrage Restrictions; Series 2024 Bonds to Remain Tax Exempt. 42

ARTICLE IX. DISCHARGE OF INDENTURE **43**

SECTION 9.01. Discharge of Indenture. 43

ARTICLE X. DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS **45**

SECTION 10.01. Defaults; Events of Default....45
SECTION 10.02. Remedies; Rights of Bondholders. 46
SECTION 10.03. Rights of Bondholders to Direct Proceedings....47
SECTION 10.04. Appointment of Receivers. 47
SECTION 10.05. Application of Moneys. 47
SECTION 10.06. Remedies Vested in the Trustee....49
SECTION 10.07. Rights and Remedies of Bondholders....49
SECTION 10.08. Termination of Proceedings....49
SECTION 10.09. Waivers of Events of Default....49
SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Issuer to Cure Such Defaults. 50

ARTICLE XI. TRUSTEE **51**

SECTION 11.01. Acceptance of the Trusts....51
SECTION 11.02. Fees, Charges and Expenses of the Trustee....53
SECTION 11.03. Intervention by the Trustee....53
SECTION 11.04. Successor Trustee. 53
SECTION 11.05. Resignation by the Trustee. 53
SECTION 11.06. Removal of the Trustee....53
SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. 54
SECTION 11.08. Concerning Any Successor Trustee....54
SECTION 11.09. Indemnification....55
SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent and Registrar....55

ARTICLE XII. SUPPLEMENTAL INDENTURES **56**

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders....56
SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders....56

ARTICLE XIII. MISCELLANEOUS **58**

SECTION 13.01. Consents, etc. of Bondholders. 58
SECTION 13.02. Limitation of Rights....58
SECTION 13.03. Severability....58
SECTION 13.04. Notices. 58
SECTION 13.05. Trustee as Paying Agent and Registrar....58
SECTION 13.06. Payments Due on Saturdays, Sundays and Holidays....59
SECTION 13.07. Counterparts....59
SECTION 13.08. Receipt of Money or Revenues by Trustee....59
SECTION 13.09. Applicable Provisions of Law....59

EXHIBIT A – FORM OF CITY BOND

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "**Indenture**") is dated ___, 2024, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic, of the State of Mississippi (the "**State**"), exercising essential public functions (the "**Issuer**"), organized under the provisions of Sections 31-25-1 *et seq.* Mississippi Code of 1972, as amended and supplemented from time to time (the "**Issuer Act**"), and Hancock Whitney Bank, a banking corporation duly organized, existing and authorized under the laws of the State of Mississippi to accept and execute trusts of the character herein with a corporate trust office in Ridgeland, Mississippi, as trustee (in such capacity, the "**Trustee**").

WITNESSETH:

WHEREAS, the Issuer is authorized and empowered by the provisions of the Act (as hereinafter defined) to issue the Bonds (as defined herein) for the purpose of buying "securities" of "local governmental units" (as such terms are defined in the Issuer Act); and

WHEREAS, the City of Hattiesburg, Mississippi (the "**City**") is a Local Governmental Unit (as hereinafter defined) under the Issuer Act and has duly authorized the issuance of its Securities (as hereinafter defined) designated as the City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024 in the aggregate principal amount of _____ Million Dollars ($___,000,000) (the "**City Bond**"); and

WHEREAS, pursuant to the terms and provisions hereof and a City Bond Purchase Agreement, dated _____, 2024, by and between the Issuer and the City (the "**City Bond Purchase Agreement**"), the Issuer will issue its $___,000,000 Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) (the "**Series 2024 Bonds**") to provide funds to purchase the City Bond, and to pay the costs incident to the sale and issuance of the Series 2024 Bonds and the City Bond; and

WHEREAS, the proceeds of the City Bond will be used by the City to provide funds to pay the costs authorized in the City Bond Act, as defined herein, including, the City Project (as defined herein), as more particularly described in the City Bond Resolution and the City Bond Act; and

WHEREAS, the execution and delivery of this Indenture has been in all respects duly and validly authorized by a resolution duly passed and approved by the Board of Directors of the Issuer.

NOW, THEREFORE, THIS INDENTURE OF TRUST WITNESSETH:

GRANTING CLAUSES

The Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the owners thereof, and for other good and valuable consideration, the receipt of which is hereby acknowledged, in order to secure the payment of the principal of, Redemption Price (as hereinafter defined), and interest on the Bonds according to their tenor and effect and to secure the performance and observance by the

Issuer of all covenants expressed or implied herein and in the Bonds, does hereby grant, transfer, bargain, sell, convey, mortgage, assign and pledge, and grant a security interest in the rights, interests, properties, moneys and other assets described in the following Granting Clauses to the Trustee and its successors in trust and assigns forever (collectively, the "**Trust Estate**"), for the purpose of securing the performance of the obligations of the Issuer hereinafter set forth, such grant, transfer, bargaining, sale, conveyance, mortgage, assignment, pledge and security interest, as described in the following Granting Clauses.

GRANTING CLAUSE FIRST

All cash and securities now or hereafter held in the Funds (as hereinafter defined) and Accounts (as hereinafter defined) created or established under this Indenture (other than the Rebate Fund, as hereinafter defined) and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (except to the extent in the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with this Indenture).

GRANTING CLAUSE SECOND

The City Bond acquired and held by the Trustee pursuant to this Indenture, all the payments thereunder, all the earnings thereon and all proceeds thereof and all rights of the holder of the City Bond under the City Bond Resolution.

GRANTING CLAUSE THIRD

All funds, accounts and monies hereinafter pledged to the Trustee in accordance with this Indenture as security by the Issuer to the extent of that pledge.

TO HAVE AND TO HOLD all and singular the Trust Estate (as hereinafter defined), whether now owned or hereafter acquired, unto the Trustee and its respective successors in trust and assigns forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future owners of the Bonds issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds except as otherwise expressly provided herein;

PROVIDED HOWEVER, that if the Issuer shall pay or cause to be paid, or there shall otherwise be paid or made provision for payment of, the principal of, Redemption Price, and interest on the Bonds due or to become due thereon, at the times and in the manner prescribed in the Bonds, or there shall otherwise be paid or made provision for payment to the Trustee of all sums of money due or to become due according to the provisions hereof which payments shall otherwise comply with Article IX hereof, then this Indenture and the rights hereby granted shall cease, determine and be void; otherwise this Indenture to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered,

and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Issuer has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners, from time to time, of the Bonds, or any part thereof, as follows (subject, however, to the provisions of Sections 3.11 and 3.12 hereof):

ARTICLE I.

DEFINITIONS AND RULES OF INTERPRETATION

SECTION 1.01. Definitions. The following words and phrases shall have the following meanings unless the context otherwise requires:

"**Accounts**" means the accounts created pursuant to Article VI hereof.

"**Act**" means together the Issuer Act and the City Bond Act.

"**Arbitrage Rebate Agreement**" means the Tax Regulatory Agreement and Arbitrage Rebate Certificate by and between the Issuer and the City, dated _____, 2024, in connection with the Series 2024 Bonds, or any similar documentation included within a certificate or other agreement of the Issuer and the City regarding the status of the income of the Series 2024 Bonds for federal income tax purposes.

"**Authorized Officer**" means the President, Vice President, Executive Director, Secretary or Assistant Secretary of the Issuer or such other person or persons who are duly authorized to act on behalf of the Issuer.

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

"**Bond Counsel**" means an attorney or firm of attorneys approved by the Mayor and the City Council of the City and the Issuer nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Bond Counsel shall initially mean Butler Snow LLP, Ridgeland, Mississippi.

"Bond Purchase Agreement" means that certain Bond Purchase Agreement, dated _____, 2024, by and among the Issuer, the Underwriter and the City in connection with the issuance and sale of the Series 2024 Bonds.

"**Bond Issuance Expense Account**" means the account by that name created by Section 6.02 hereof.

"**Bond Register**" means the registration records of the Issuer kept by the Trustee to evidence the registration and transfer of the Bonds.

"**Bondholder**" or "**holder of Bonds**" or "**owner of Bonds**" or any similar term means the Registered Owner of any Bond.

"**Bonds**" means the Series 2024 Bonds and any Refunding Bonds issued pursuant to this Indenture.

"**Business Day**" shall mean any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York, or Ridgeland, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Courthouse in Hattiesburg, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

"**City**" means City of Hattiesburg, Mississippi, a Local Governmental Unit under the Issuer Act.

"**City Bond**" means the $___,000,000 Public Improvement General Obligation Bond, Series 2024, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Issuer pursuant to this Indenture, the form of which is attached as Exhibit A hereto.

"**City Bond Act**" means Sections 21-33-301 et seq., Mississippi Code of 1972, as the same may be supplemented and amended from time to time.

"**City Bond Payment**" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to this Indenture.

"**City Bond Purchase Agreement**" means that certain City Bond Purchase Agreement, dated ____, 2024, by and between the City and the Issuer in connection with the issuance and sale of the City Bond.

"**City Bond Resolution**" means that certain resolution adopted by the Mayor and the City Council of the City on April 16, 2024, in connection with the issuance of the City Bond.

"**City Project**" means providing financing for the costs authorized by the City Bond Act, including, but not limited to, financing certain capital projects of the City which shall consist of any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing.

"**Code**" or "**Internal Revenue Code**" means the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

"**Costs of Issuance**" means items of expense payable or reimbursable, directly or indirectly, by the Issuer and related to the authorization, sale, validation, issuance and/or delivery of the Series 2024 Bonds and the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges (including Bond Counsel fees), financial/municipal advisory and professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2024 Bonds, credit

enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

"**Counsel**" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Issuer, the City and the Trustee, as applicable.

"**Default**" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default hereunder.

"DTC" means The Depository Trust Company, New York, New York.

"DTC participants" shall have the meaning ascribed thereto in Section 2.7 herein.

"DTC's Blanket Letter of Representations" means the Blanket Letter of Representations between the Bank and DTC.

"**Event of Default**" means any occurrence or event specified in Section 10.01 hereof.

"**Fiscal Year**" means, when used with respect to the Issuer, the Issuer's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Issuer.

"**Funds**" means the funds created pursuant to Article VI hereof (except for the Rebate Fund).

"**General Account**" means the account by that name created by Section 6.02 hereof.

"**General Fund**" means the fund by that name created by Section 6.02 hereof.

"**Governmental Obligations**" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by State law.

"**Indenture**" means this Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII hereof.

"**Interest Payment Date**" means any date on which interest is payable on the Bonds, and for the Series 2024 Bonds, means each May 1 and November 1, commencing November 1, 2024.

"**Investment Securities**" means any of the following to the extent such investments are permitted by State law: (a) obligations of the State, any municipality of the State or the United States of America rated at least "A" by S&P or Moody's; (b) obligations the principal and interest of which are fully guaranteed by the State or the United States of America; (c) obligations of any corporation wholly owned by the United States of America; (d) obligations of any corporation sponsored by the United States of America which are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System; (e) obligations of insurance firms or other corporations whose investments are rated "AA" or better by recognized rating companies; (f) certificates of deposit or time deposits of qualified depositories of the State as approved by the State Depository Commission, secured in such manner, if any, as the Issuer shall determine; (g) contracts for the purchase and sale of obligations of the type specified in items (a) through (e) above; (h) repurchase agreements secured by obligations specified in items (a) through (e) above; or (i) money market funds, rated "AAm" or "AAm-G" or better by S&P, the assets of which are required to be invested in obligations specified in items (a) through (f) above.

"**Issuer**" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions.

"**Issuer Act**" means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

"**Local Governmental Unit**" means (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under state law, such as the City. The City is a Local Governmental Unit under the Issuer Act.

"**Moody's**" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Issuer), with written notice to the Trustee.

"**Notice Address**" means, with respect to the City, the City's address given in connection with the sale of the City Bond to the Issuer, and, with respect to the Issuer, the Trustee and the Underwriter:

Issuer: Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202
Attention: Executive Director

Trustee:	Hancock Whitney Bank 1062 Highland Colony Pkwy, Suite 175 Ridgeland, Mississippi 39157 Attention: Corporate Trust Department
Underwriter:	Raymond James & Associates, Inc. 1100 Ridgeway Loop, 3rd floor Memphis, Tennessee 38120 Attention: Municipal Finance

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Issuer and the Trustee.

"**Opinion of Counsel**" means a written opinion of Counsel addressed to the Trustee, for the benefit of the owners of the Bonds, who may (except as otherwise expressly provided in this Indenture) be Counsel to the Issuer or Counsel to the owners of the Bonds and who is acceptable to the Trustee.

"**Outstanding**" or "**Bonds Outstanding**" means all Bonds, which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Issuer, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds deemed paid under Article IX hereof; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 hereof.

"**Paying Agent**" means Hancock Whitney Bank, Ridgeland, Mississippi, or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

"**Principal Office**" means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address above.

"**Principal Payment Date**" means the maturity date or any mandatory sinking fund redemption date of any Bond.

"**Program**" means the program for purchasing Securities of Local Governmental Units by the Issuer pursuant to the Issuer Act.

"**Program Expenses**" means all of the fees and expenses of the Trustee relating to the Series 2024 Bonds or the City Bond and costs of determining the amount rebatable, if any, to the

United States of America under Section 6.09 hereof, all to the extent properly allocable to the Program and approved in writing by the Issuer.

"**Project**" means using the proceeds of the Series 2024 Bonds to (a) provide funds to the City for the City Project; and (b) to pay the Costs of Issuance for the City Bond and the Series 2024 Bonds.

"**Purchase Account**" means the account by that name created by Section 6.02 hereof.

"**Rebate Fund**" means the fund by that name created by Section 6.02 hereof.

"**Record Date**" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

"**Redemption Account**" means the account by that name created by Section 6.02 hereof.

"**Redemption Price**" means, with respect to any Bond, the principal amount thereof, plus premium, if any, and accrued interest payable upon redemption prior to maturity.

"**Refunding Bonds**" means bonds issued pursuant to Section 2.05 hereof and any Supplemental Indenture.

"**Registered Owner**" means the person or persons in whose name any Bond shall be registered on the Bond Register.

"**Related Documents**" means this Indenture and the City Bond Resolution.

"**Revenues**" means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the granting clauses hereof including, without limitation, all City Bond Payments and any additional amounts paid to the Trustee under the City Bond Resolution or from any other source whatsoever.

"**S&P**" means Standard and Poor's Ratings Services, a Standard & Poor's Financial Services Inc. business, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Issuer), with written notice to the Trustee.

"**Securities**" means bonds, notes or other evidences of indebtedness issued by a Local Governmental Unit pursuant to the Issuer Act including the City Bond.

"**Series 2024 Bonds**" means the $___,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) issued pursuant to Section 2.01 of this Indenture.

"**State**" means the State of Mississippi.

"**Supplemental Indenture**" means an indenture supplemental to or amendatory of this Indenture, executed by the Issuer and the Trustee in accordance with Article XII hereof.

"**Trust Estate**" means the property, rights, and amounts pledged and assigned to the Trustee as security for the Bonds, pursuant to the granting clauses hereof.

"**Trustee**" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be Hancock Whitney Bank, Ridgeland, Mississippi.

"**Underwriter**" means Raymond James & Associates, Inc., Memphis, Tennessee.

SECTION 1.02. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) "This Indenture" means this instrument as originally executed as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) The words "herein" and "hereof" and "hereunder" and words of similar import, without reference to any particular section or subdivision, refer to this Indenture as a whole rather than to any particular section or subdivision of this Indenture.

(c) References in this Indenture to any particular article, section or subdivision hereof are to the designated article, section or subdivision of this Indenture as originally executed.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; and all computations provided for herein shall be made in accordance with generally accepted accounting principles consistently applied and applied on the same basis as in prior years.

(e) The Table of Contents and titles of articles and sections herein are for convenience only and are not a part of this Indenture.

(f) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa and the masculine shall include the feminine and vice versa.

(g) Articles, sections, subsections and clauses mentioned by number only are those so numbered which are contained in this Indenture.

(h) For purposes of this Indenture, a petition in bankruptcy shall be deemed dismissed only if the petition is dismissed by order of a court of competent jurisdiction and no further appeal rights exist from such order.

(i) Any Opinion of Counsel required hereunder shall be a written opinion of such counsel.

ARTICLE II.

AUTHORIZATION AND ISSUANCE OF BONDS

SECTION 2.01. Authorization and Issuance of the Series 2024 Bonds.

(a) In accordance with the Issuer Act, bonds of the Issuer to be known and designated as "Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project)," are hereby authorized to be issued, authenticated and delivered in the aggregate principal amount of _____ Million Dollars ($___,000,000).

(b) There is hereby created by this Indenture, in the manner and to the extent provided herein, a continuing pledge and lien to secure the full and final payment of the principal or Redemption Price of and interest on all of the Series 2024 Bonds issued pursuant to this Indenture. The Series 2024 Bonds shall be payable solely from the Revenues. The State shall not be liable on the Series 2024 Bonds and the Series 2024 Bonds shall not be a debt, liability, pledge of the faith or loan of the credit or moral obligation of the State. The Series 2024 Bonds shall contain on the face thereof a statement to the effect that the Issuer is obligated to pay the principal of the Series 2024 Bonds, Redemption Price, and the interest thereon only from the Revenues and that the State is not obligated to pay such principal, Redemption Price, and interest and that neither the faith and credit nor the taxing power of the State is pledged to the payment of the Series 2024 Bonds. In the Issuer Act, the State has pledged to and agreed with the holders of any bonds of the Issuer that the State will not limit or alter the rights hereby vested in the Issuer to fulfill the terms of any agreements made with the said bondholders or in any way impair the rights and remedies of such holders until such bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of such holders of bonds, are fully met and discharged. The Series 2024 Bonds shall mature on or before May 1, 20___ as set forth herein.

SECTION 2.02. Purpose and Disposition of Series 2024 Bonds. The purpose for issuing the Series 2024 Bonds is to provide funds (i) to fund the Purchase Account for the purchase of the City Bond (which amounts are to provide financing for the City Project pursuant to the Act), and (ii) to pay Costs of Issuance in connection with the Series 2024 Bonds and the City Bond. Upon the delivery of the Series 2024 Bonds and receipt of the net proceeds therefor, the Issuer shall deliver, or provide for the delivery, to the Trustee the proceeds of the Series 2024 Bonds in the amount of $___,000,000 ($____,000.00 par amount of the Series 2024 Bonds, plus a net original issue premium of $_____.00, and less an Underwriter's discount of $_____.00).

(b) The net proceeds of the Series 2024 Bonds shall be deposited as follows: (i) into the Bond Issuance Expense Account, the sum of $_____.00 to pay Costs of Issuance of the Series 2024 Bonds and the City Bond, and (ii) into the Purchase Account, the sum of $_____.00, which amount is to be immediately distributed to the City as provided in Sections 6.07(a) and 7.02 hereof to pay the costs of the City Project.

SECTION 2.03. General Description of the Series 2024 Bonds. The Series 2024 Bonds shall initially be issued as fully registered bonds in the denomination of $5,000 or any integral multiple thereof. The Series 2024 Bonds shall be numbered from R-1 upward, as applicable.

(b) The Series 2024 Bond shall be dated the date of its original issuance and shall carry the date on which it is authenticated. If the Series 2024 Bond is authenticated on or prior to November 1, 2024, it shall bear interest from its date of original issuance. Any Series 2024 Bond authenticated after November 1, 2024, shall bear interest from the most recent Interest Payment Date to which interest has been paid as of the date of authentication of such Series 2024 Bond unless such Series 2024 Bond is authenticated after a Record Date and on or before the next succeeding Interest Payment Date, in which event the Series 2024 Bond will bear interest from such next succeeding Interest Payment Date.

(c) Interest on the Series 2024 Bonds shall be payable on May 1 and November 1, commencing November 1, 2024, until the Series 2024 Bonds are paid. Interest will be calculated using a three hundred sixty (360) day year based on twelve (12) thirty (30) day months.

(d) The Series 2024 Bonds shall mature on May 1 in the years and in the principal amounts, shall bear interest at the rate per annum, and shall be payable as set forth below:

Year	**Principal Amount**	**Interest Rate**
20____*	$___,000,000	_____%

*Term Bond subject to mandatory sinking fund redemption as set forth herein.

SECTION 2.04. Provisions for Issuance of Series 2024 Bonds. The Series 2024 Bonds shall be executed by Authorized Officers of the Issuer for issuance under this Indenture, shall be delivered to the Trustee and thereupon shall be authenticated by the Trustee, and by it delivered through the facilities of DTC or as directed by the Underwriter, to the Issuer or to the purchasers thereof, as specified in a written order of the Issuer, but only upon the receipt by the Trustee of:

(a) A copy, duly certified by an Authorized Officer, of the resolution or resolutions adopted by the Board of Directors of the Issuer authorizing the execution and delivery of this Indenture and all other instruments contemplated thereby and the authorization, issuance, sale and delivery of the Series 2024 Bonds; and

(b) A copy, duly certified by the City Clerk of the City or an authorized officer of the City, of the City Bond Resolution and any other resolution(s) of the City authorizing the execution and delivery of all instruments contemplated thereby and approving this Indenture and the authorization, issuance, sale and delivery of the City Bond; and

(c) Executed counterparts of this Indenture;

(d) Signed copies of all opinions of Counsel required by Bond Counsel;

(e) A request and authorization to the Trustee by or on behalf of the Issuer and signed by an Authorized Officer to authenticate and deliver the Series 2024 Bonds to or as directed by the Underwriter and specifying the amounts to be deposited in the accounts of the General Fund pursuant to Section 2.02 hereof;

(f) Signed copies of the legal opinion of Bond Counsel; and

(g) Such further documents, money, and securities as are required by the provisions of Article VII hereof.

SECTION 2.05. Provisions for Issuance of Refunding Bonds.

(a) All or any part of one or more series of Refunding Bonds may be issued hereunder, authenticated and delivered upon original issuance to refund all or any part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other monies available therefor, to accomplish such refunding and to make such deposits required by the provisions of the Act, this Section and by the Supplemental Indenture authorizing said Refunding Bonds.

(b) Refunding Bonds may be authenticated and delivered only upon receipt by the Trustee (in addition to the receipt by the Trustee of the documents required by Section 2.04 hereof) of:

(i) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Series 2024 Bonds to be refunded on the redemption date specified in such instructions;

(ii) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice provided for in Section 4.05 hereof to the owners of the Series 2024 Bonds being refunded (which may be a conditional notice of redemption); and

(iii) Either (A) monies in an amount sufficient to effect timely payment at the Redemption Price or principal payment amount of the Series 2024 Bonds to be refunded or paid, respectively, together with accrued interest on such Series 2024 Bonds to the redemption or maturity date and all necessary and appropriate fees and expenses of the Trustee, which monies shall be held by the Trustee or an escrow agent approved by the City in a separate account irrevocably in trust for and assigned to the respective owners of the Series 2024 Bonds to be refunded or paid, or (B) Governmental Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the provisions of Article IX which Governmental Obligations shall be held in trust and used only as provided in said Article.

SECTION 2.06. Form of the Series 2024 Bonds. The Series 2024 Bonds and the Trustee's certificate of authentication to be endorsed on the Series 2024 Bonds are all to be in substantially the following form, with necessary and appropriate variations, omissions and insertions as are permitted or required by this Indenture or any Supplemental Indenture, as applicable:

[FORM OF SERIES 2024 BOND]

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE TRUSTEE (AS DEFINED BELOW) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF MISSISSIPPI

MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BOND, SERIES 2024
(CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)

No. R-__ **$_____**

Interest Rate	Maturity Date	Original Date	Date of Authentication	CUSIP
%	May 1, 20__	_____, 2024	_____, 2024	___

Registered Owner: CEDE & CO.

Principal Amount:

Mississippi Development Bank, a body corporate and politic, exercising essential public functions (the "**Issuer**"), and organized under the laws of the State of Mississippi (the "**State**"), for value received, hereby promises to pay to the Registered Owner specified above, or registered assigns, without surrender hereof other than upon the final payment of principal (whether upon redemption or at maturity), the principal amount stated above in lawful money of the United States of America but solely from the sources referred to herein and not otherwise, on the Maturity Date specified above, unless this Bond, as hereinafter defined, shall be redeemable and shall previously have been called for redemption and payment of the Redemption Price made or provided for, and to pay interest on such principal amount in like money, but solely from said sources, from the interest payment date to which interest has been paid as of the date of authentication of this Bond (unless this Bond is authenticated on or before November 1, 2024, then from _____, 2024, or unless this Bond is authenticated after November 1, 2024, and on or before the next succeeding

interest payment date, then from such interest payment date or unless payment of the interest on this Bond is in default, then from such date when interest has been paid in full) at the Interest Rate per annum stated above, payable on each May 1 and November 1, commencing November 1, 2024, until payment of such principal amount shall have been made upon redemption or at maturity. The principal of this Bond is payable at the corporate trust office (the "**Principal Office**") of Hancock Whitney Bank, Ridgeland, Mississippi (the "**Trustee**"), or at a corporate trust office of any successor trustee appointed under the Indenture hereinafter mentioned; and payments of interest hereon will be made to the Registered Owner hereof (whose name appears on the registration records kept by the Trustee at the close of business on the fifteenth (15th) day of the month prior to such Interest Payment Date) by check mailed on the Interest Payment Date by the Trustee to such Registered Owner at its address as it appears on the registration records of the Issuer kept by the Trustee or at such other address as is furnished to the Trustee in writing by such Registered Owner or at the written election of the Registered Owner of $100,000 or more in aggregate principal amount of this Bond delivered to the Trustee at least one Business Day prior to the Record Date (as defined in the within defined Indenture) for which such election will be effective by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee. No presentation or surrender shall be required for any mandatory sinking fund redemption of this Bond.

This Bond and the interest payable hereon and thereon, is payable by the Issuer solely from the Revenues (as defined herein) and other funds of the Issuer pledged therefor under the Indenture, which Revenues and funds include the payments on the City Bond (as defined herein) purchased by the Issuer. The Issuer has no taxing power. This Bond, as to principal, premium, if any, and interest, constitutes neither a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution or statutes of the State nor a pledge of the faith and credit, the taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond (as hereinafter defined), which provides security for this Bond, is a general obligation of the City of Hattiesburg, Mississippi (the "**City**"). The issuance of this Bond under the provisions of the Act (as defined herein) does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for its payment and this Bond does not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution or the statutes of the State and does not now and shall never constitute a charge against the credit of the State or any political subdivision thereof or a charge against the taxing power of the State or any political subdivision thereof except for the City. Neither the State nor any agent, attorney, member or employee of the State or of the Issuer shall in any event be liable for the payment of the principal of, premium, if any, or interest on this Bond or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any agent, employee, attorney or member of the State or of the Issuer, or any charge upon their general credit or upon the taxing power of the State.

This Bond is one of an authorized issue of bonds by the Issuer known as Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) (the "**Series 2024 Bonds**") issued under and

secured by an Indenture of Trust, dated __, 2024 ("**Indenture**"), duly executed and delivered by the Issuer to the Trustee. This Bond is limited in aggregate principal amount to _____ Million Dollars ($___,000,000). This Bond is issued pursuant to Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Issuer Act**"), and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "**City Bond Act**" and together with the Issuer Act, the "**Act**"), to provide funds to purchase the City Bond and to pay the costs of issuing the Series 2024 Bonds and the City Bond. The City Bond is the City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024, issued in the aggregate principal amount of $___,000,000 (the "**City Bond**"). The City Bond is a general obligation of the City secured and described in that certain resolution, adopted by the Mayor and the City Council of the City on April 16, 2024 (the "**City Bond Resolution**"). The proceeds received by the City from the sale of the City Bond to the Issuer will be used by the City for the purpose of providing projects authorized under the City Bond Act.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Indenture.

The City Bond Resolution, a certified copy of which is on file in the Principal Office of the Trustee, provides that the City is unconditionally obligated to make payments secured by the full faith, credit and taxing power of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Bonds issued and outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Issuer and the Trustee.

For purposes of funding the 2024 Bond Fund (as defined in the City Bond Resolution) of the City, the City Bond Resolution provides that the City will levy a direct, continuing and special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of, premium, if any, and interest on the City Bond. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of the tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the 2024 Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution, including, but not limited to, a pledge of the revenues of the combined water and sewer system of the City, which pledge shall be in addition to the pledge of the full faith and credit of the City. The avails of said tax are irrevocably pledged by the City under the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond as the same shall respectively mature and accrue.

The Series 2024 Bonds are all equally and ratably secured by and entitled to the protection of the Indenture on a parity one with another and with any Refunding Bonds which may be issued pursuant to the terms of the Indenture. To secure payment of the principal of and interest on all

Bonds and performance of all other covenants of the Issuer under the Indenture, the Issuer, pursuant to the Indenture, has assigned and pledged to the Trustee, and has granted to the Trustee a security interest in, the Trust Estate (as defined in the Indenture), including City Bond Payments, all right, title and interest of the Issuer in and to all moneys and securities from time to time received and held by the Trustee under the Indenture and all income from the deposit, investment and reinvestment thereof except any moneys and securities held in the Rebate Fund established under the Indenture (all such money and funds and accounts referred to in the granting clauses of the Indenture are defined in the Indenture and are herein referred to as the "**Revenues**"). Reference is hereby made to the Indenture for a description of the rights, duties and obligations of the Issuer, the Trustee and the owners of the Bonds, the terms and conditions upon which the Bonds are issued and the terms and conditions upon which the Bonds will be paid at or prior to maturity, or will be deemed to be paid upon the making of provision for payment therefor. A copy of the Indenture is on file in the Principal Office of the Trustee.

THE SERIES 2024 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE ISSUER AND DO NOT CONSTITUTE OR CREATE AN OBLIGATION, GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION OF THE STATE OR ANY OTHER POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISIONS WHATSOEVER AND NEITHER THE FAITH OR CREDIT NOR THE TAXING POWER OF THE STATE, THE ISSUER OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR THE INTEREST ON THE SERIES 2024 BONDS; PROVIDED, HOWEVER, THAT THE CITY BOND CONSTITUTES A PLEDGE OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY. THE SERIES 2024 BONDS ARE NOT A GENERAL OBLIGATION OF THE ISSUER BUT ARE A LIMITED AND SPECIAL REVENUE OBLIGATION OF THE ISSUER PAYABLE SOLELY FROM THE TRUST ESTATE, INCLUDING, WITHOUT LIMITATION, THE AVAILS OF THE FULL FAITH, CREDIT AND TAXING POWER OF THE CITY DERIVED OR TO BE DERIVED FROM PAYMENTS MADE BY THE CITY IN RESPECT OF THE CITY BOND PURSUANT TO THE CITY BOND RESOLUTION AND FROM ANY MONEYS RECEIVED BY THE TRUSTEE UNDER THE INDENTURE. THE ISSUER HAS NO TAXING POWER.

This Bond is transferable by the Registered Owner hereof in person or by its attorney duly authorized in writing at the Principal Office of the Trustee, but only in the manner and subject to the limitations prescribed in the Indenture and upon surrender and cancellation of this Bond. This Bond may be transferred without cost to the Registered Owner except for any tax or governmental charge required to be paid with respect to the transfer. Upon such transfer, a new Bond of the same maturity for the same then outstanding principal amount will be issued to the transferee in exchange therefor. Nothing in the Indenture shall be construed as a limitation on the right of the Registered Owner or its assignees to sell or assign participation interest in this Bond.

The Issuer and the Trustee may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and the interest due hereon and for all other purposes and neither the Issuer nor the Trustee shall be affected by any notice to the contrary.

The Series 2024 Bonds are issuable as fully registered bonds in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and upon payment of any taxes or governmental charges, the Series 2024 Bonds may be exchanged for a like aggregate principal amount of Series 2024 Bonds of the same maturity of authorized denominations.

Optional Redemption.

In accordance with the Indenture and the City Bond Resolution, the Series 2024 Bonds (or any portions thereof in integral multiples of $5,000 each) maturing on or after May 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Issuer on any date on or after May 1, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of the Series 2024 Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Bank, DTC and the DTC Participants will make this selection so long as the Series 2024 Bonds are in book-entry form.

Mandatory Sinking Fund Redemption.

The Series 2024 Bonds are subject to mandatory sinking fund redemption as follows:

The Series 2024 Bonds maturing May 1, 20__ in the principal amount of $_____ are subject to mandatory sinking fund redemption, prior to their scheduled maturity on May 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

$___,000 Term Bonds
Maturing May 1, 20__
_.00%

Year	Principal Amount
20	$,000
20*	,000

* Final Maturity

The Series 2024 Bonds maturing May 1, 20__ in the principal amount of $_____ are subject to mandatory sinking fund redemption, prior to their scheduled maturity on May 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

$___,000 Term Bonds
Maturing May 1, 20__
_.00%

Year	Principal Amount
20	$,000
20*	,000

* Final Maturity

In the event less than all of the Series 2024 Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Series 2024 Bonds to be redeemed by lot within a selected maturity, provided that Series 2024 Bonds shall be redeemed only in whole multiples of $5,000.

In the event the Series 2024 Bonds are called for optional redemption as aforesaid, notice of the call thereof shall be given by the Trustee by mailing a copy of the redemption notice by first class mail, postage prepaid, at least thirty (30) days but not more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Series 2024 Bonds at the address shown on the registration records kept by the Trustee. If applicable, any such notice may be conditioned upon the deposit of sufficient moneys to effect such redemption at or prior to the date fixed for redemption and if such moneys to effect such redemption are not deposited, the Series 2024 Bonds shall not be subject to redemption pursuant to such notice. No call notices will be delivered in connection with any scheduled mandatory sinking fund redemption. So long as DTC or its nominee is the Registered Owner of the Series 2024 Bonds, notice of the call for any redemption will be given to DTC, and not directly to the Registered Owner.

All Series 2024 Bonds or any portion thereof (in the case of a mandatory sinking fund redemption) has been called for redemption, the principal amount redeemed will cease to bear interest on the specified redemption date, shall no longer be secured under the Indenture and shall not be deemed to be Outstanding under the provisions of the Indenture, provided funds for the redemption thereof are on deposit at the place of payment on or prior to the redemption date.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute an action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture or of any supplements thereto, may be made to the extent permitted by, and in accordance with, the Indenture.

The Issuer hereby certifies, recites and declares that all acts, conditions and things required by the constitution and statutes of the State, the Indenture, and resolutions of the Issuer to exist, to have happened and to be performed prior to the issuance of this Series 2024 Bond do exist, have happened and have been performed in due time, form and manner as required by the Act; that the

issuance of the Series 2024 Bonds, together with all other obligations of the Issuer, does not exceed or violate any constitutional or statutory limitation applicable to the Issuer; and that the revenues pledged to the payment of the principal of and interest on the Series 2024 Bonds, as the same become due, are designed to be sufficient in amount for that purpose.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been signed by the Trustee.

Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Indenture.

IN WITNESS WHEREOF, the Mississippi Development Bank has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Executive Director and a manual or facsimile seal of its official seal to be hereunto impressed or imprinted hereon by any means and attested by the manual signature of its Secretary or Assistant Secretary.

(SEAL)

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

CERTIFICATE OF AUTHENTICATION

This Series 2024 Bond is one of the Series 2024 Bond issued and delivered pursuant to the provisions of the within mentioned Indenture.

HANCOCK WHITNEY BANK, as Trustee

By _____
Authorized Signatory

Date of Authentication: _____, 2024

VALIDATION CERTIFICATE

STATE OF MISSISSIPPI

COUNTY OF HINDS

The undersigned Secretary of the Mississippi Development Bank does hereby certify that the within Bond has been validated and confirmed by Decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, rendered on the _____ day of _____, 2024.

(SEAL)

_____
Secretary

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____
(please insert social security or other identifying number of assignee)

_____
(please print or typewrite name and address of assignee)

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____, Attorney, to transfer the within Bond on the records kept for registration thereof, with full power of substitution in the premises.

Dated: _____

[END OF SERIES 2024 BOND FORM]

SECTION 2.07. Book-Entry Only System. The Series 2024 Bonds shall be initially issued in the form of a separate single fully registered Series 2024 Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Series 2024 Bond shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.8 hereof, all of the outstanding Series 2024 Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC. With respect to Series 2024 Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Bank and the Trustee shall have no responsibility or obligation to any participant for whom DTC is a security depository nominee ("**DTC Participants**") or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2024 Bonds. Without limiting the immediately preceding sentence, the Bank and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Series 2024 Bonds, (b) the delivery to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any notice with respect to the Series 2024 Bonds, or (c) the payment to any DTC Participant or any other person, other than a Bondholder, as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2024 Bonds. Notwithstanding any other provision of this Indenture to the contrary, the Bank, the Trustee and each paying agent, if any, shall be entitled to treat and consider the person in whose name each Series 2024 Bond is registered in the Bond Register as the absolute owner of such Series 2024 Bond for the purpose of payment of principal, premium, if any, and interest with respect to such Series 2024 Bond, for the purpose of giving notices and other matters with respect to such Series 2024 Bond, for the purpose of registering transfers with respect to such Series 2024 Bond, and for all other purposes whatsoever. The Trustee and each paying agent, if any, shall pay all principal of, premium, if any, and interest on the Series 2024 Bonds only to or upon the order of the respective Bondholders, as shown in the Bond Register as provided in this Indenture, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Bank's obligations with respect to payment of principal of, premium, if any, and interest on the Series 2024 Bonds to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the Bond Register, shall receive a Series 2024 Bond certificate evidencing the obligation of the Bank to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Indenture with respect to interest checks or drafts being mailed to the Registered Owner at the close of business on the Record Date, the words "Cede & Co." in this Indenture shall refer to such new nominees of DTC; and upon receipt of such a notice the Trustee shall promptly deliver a copy of the same to each paying agent, if any

SECTION 2.08. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Bank determines that DTC is incapable of discharging its responsibilities described herein and DTC's Blanket Letter of Representations or that it is in the best interest of the Beneficial Owners of the Series 2024 Bonds that they be able to obtain certificated Series 2024 Bonds, the Bank shall (a) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities

depository and transfer one or more separate Series 2024 Bond certificates to such successor securities depository or (b) notify DTC and DTC Participants of the availability through DTC of Series 2024 Bond certificates and transfer one or more separate Series 2024 Bond certificates to DTC Participants having Series 2024 Bonds credited to their DTC accounts. In such event, the Series 2024 Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Bondholders transferring or exchanging Series 2024 Bonds shall designate, in accordance with the provisions of this Indenture.

SECTION 2.09. Payments. Notwithstanding any other provision of this Indenture to the contrary, so long as any of the Series 2024 Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, premium, if any, and interest on such Series 2024 Bond and all notices with respect to such Series 2024 Bond shall be made and given, respectively, in the manner provided in DTC's Blanket Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of this Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants.

ARTICLE III.

GENERAL TERMS AND PROVISIONS OF BONDS

SECTION 3.01. Medium, Form and Place of Payment. The Bonds shall be payable, with respect to interest, principal, and Redemption Price in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be payable by check mailed on the Interest Payment Date to the Registered Owners as of the Record Date. The Issuer may provide for the payment of interest on Bonds to holders of $100,000 or more in aggregate principal amount of Bonds at the written direction of such holders delivered to the Trustee at least one Business Day prior to the Record Date by wire transfer or by deposit into the account of the Registered Owner if such account is maintained by the Trustee. Principal shall be payable at the Principal Office of the Trustee upon presentation of the Bonds to be paid. No presentation or surrender shall be required for any mandatory sinking fund redemption or partial optional redemption of the Bonds.

SECTION 3.02. Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, as determined by the Issuer prior to the delivery thereof.

SECTION 3.03. Execution. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Executive Director, President or Vice President and shall have impressed or imprinted thereon, by facsimile or otherwise, the official seal of the Issuer, which seal shall be attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Issuer. In case any officer of the Issuer whose signature or whose facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Any Bond may be executed and attested on behalf of the Issuer by such officer as at the time of the execution of such Bonds shall be duly authorized or hold the proper office of the Issuer although at the date borne by the Bonds or at the date of delivery of the Bonds such officer may not have been so authorized or have held such office.

SECTION 3.04. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture.

The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by the Trustee it if signed by an authorized representative or signatory of the Trustee, but it shall not be necessary that the same representative or signatory sign the certificate of authentication on all of the Bonds. The signature of the authorized representative or signatory of the Trustee shall be manual.

SECTION 3.05. Mutilated, Lost, Stolen or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond or Bonds of the same maturity and denomination, as that mutilated, lost, stolen or destroyed; provided

that in the case of any mutilated Bond, it shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with security and/or indemnity satisfactory to it. In the event any such Bond shall have matured or been called for redemption instead of issuing and authenticating a duplicate Bond, the Trustee may pay the same without surrender thereof, provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee together with security and/or indemnity satisfactory to it. The Trustee may charge the owner of such Bond its reasonable fees and expenses in connection with replacing any Bond mutilated, lost, stolen or destroyed. Any Bond issued pursuant to this Section 3.05 shall be deemed part of the original series of the Bonds in respect of which it was issued and a contractual obligation of the Issuer replacing the obligation evidenced by such mutilated, lost, stolen or destroyed Bond.

SECTION 3.06. Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause records for the registration and for the transfer of the Bonds to be kept by the Trustee at its Principal Office, and the Trustee is hereby constituted and appointed the bond registrar of the Issuer for the Bonds. At reasonable times and under reasonable regulations established by the Trustee, said records may be inspected and prepared by the Issuer or by Registered Owners (or a designated representative thereof) of five percent (5%) or more in aggregate principal amount of the Bonds then Outstanding.

Upon surrender for transfer of any Bond at the Principal Office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the Registered Owner or such Registered Owner's attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new Bond or Bonds of the same maturity for a like aggregate principal amount. The Bonds may be transferred or exchanged without cost to the Bondholders except for any tax or governmental charge required to be paid with respect to the transfer or exchange.

The Trustee shall not be required to (a) register, transfer or exchange any Bond during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bond, or (b) to register, transfer or exchange any Bond selected, called or being called for redemption in whole or in part after mailing notice of such call has been made.

The person in whose name a registered Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, and interest thereon, shall be made only to or upon the order of the Registered Owner thereof or such Registered Owner's legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

All Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Bonds surrendered, shall be secured by this Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Bond surrendered.

SECTION 3.07. Destruction of Bonds. Whenever any Outstanding Bond shall be delivered to the Trustee for cancellation pursuant to this Indenture or upon payment of the principal, premium, if any, or interest represented thereby or for replacement pursuant to Section 3.05 hereof, such Bond shall be canceled and destroyed by the Trustee and a counterpart of a certificate of destruction evidencing such destruction shall be furnished by the Trustee to the Issuer.

SECTION 3.08. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment (if required in this Indenture) when the principal thereof comes due, either at maturity or at the date fixed for redemption thereof, or otherwise, if funds sufficient to pay such Bond shall have been made available to the Trustee for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds for four (4) years, for the benefit of the owner of such Bond, without liability for interest thereon to such owner, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, said Bond.

Any money so deposited with and held by the Trustee not so applied to the payment of Bonds within four (4) years after the date on which the same shall become due shall be repaid by the Trustee to the Issuer and thereafter the Bondholders shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid, and the Issuer shall not be liable for any interest thereon to the Bondholders and shall not be regarded as a trustee of such money.

SECTION 3.09. Other Obligations Payable from Revenues. The Issuer shall grant no liens or encumbrances on or security interests in the Trust Estate (other than those created by this Indenture), and, except for the Bonds, shall issue no bonds or other evidences of indebtedness payable from the Trust Estate.

SECTION 3.10. Temporary Bonds. Until the definitive Bonds are ready for delivery, the Issuer may execute, in the same manner as is provided in Section 3.03, and, upon the request of the Issuer, the Trustee shall authenticate and deliver, one or more temporary Bonds, which shall be fully registered. Such temporary Bonds shall be subject to the same provisions, limitations and conditions as the definitive Bonds and shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in the denomination of $5,000 or any integral multiples thereof authorized by the Bank, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds, shall deliver in exchange therefor definitive Bonds of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Indenture.

If the Issuer shall authorize the issuance of temporary Bonds in more than one denomination, the owner of any temporary Bond or Bonds may, at such owner's option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and maturity of any other authorized denomination or denominations, and thereupon the Issuer shall execute and the Trustee, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes and charges provided for in Section 3.06, shall authenticate and deliver a temporary Bond or Bonds of like aggregate principal amount and

maturity in such other authorized denomination or denominations as shall be requested by such owner. All temporary Bonds surrendered in exchange for either another temporary Bond or Bonds or a definitive Bond or Bonds shall be forthwith canceled by the Trustee.

SECTION 3.11. Limitations on Obligations of the Issuer. The Series 2024 Bonds, together with interest thereon, shall be limited obligations of the Issuer but payable solely from Revenues and shall be a valid claim of the respective owners thereof only against the Funds and Accounts, other than the Rebate Fund and any Accounts created thereunder, established hereunder and the City Bond acquired by the Trustee, all of which are hereby assigned and pledged hereunder for the equal and ratable payment of the Series 2024 Bonds and shall be used for no other purpose than the payment of the Series 2024 Bonds, except as may be otherwise expressly authorized in this Indenture. The Series 2024 Bonds do not constitute a debt or liability or moral obligation of the State or of any political subdivision thereof under the constitution of the State or a pledge of the faith and credit or taxing power of the State or any political subdivision thereof, but shall be payable solely from the Revenues and funds pledged therefor in accordance with this Indenture including, without limitation, the avails of the full faith, credit and taxing power of the City derived or to be derived from City Bond Payments made in respect of the City Bond pursuant to the City Bond Resolution. The issuance of the Series 2024 Bonds under the provisions of the Act does not directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment and such Series 2024 Bonds and the interest payable thereon do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the constitution of the State or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City. Neither the State nor any agent, attorney, member or employee of the State or of the Issuer, shall in any event be liable for the payment of the principal of, and premium, if any, or interest on the Series 2024 Bonds or damages, if any, for the nonperformance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Issuer. No breach by the Issuer of any such pledge, mortgage, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any of the State's or the Issuer's agents, members, attorneys, and employees or any charge upon the general credit of the State or a charge against the taxing power of the State or any political subdivision thereof.

SECTION 3.12. Immunity of Officers and Directors. No recourse shall be had for the payment of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future officer, member, director, agent or employee of the Issuer or any officer, member, director, trustee, agent or employee of any successor entities thereto, as such, either directly or through the Issuer or any successor entities, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, directors, trustees, agents, or employees as such, is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

ARTICLE IV.

REDEMPTION OF SERIES 2024 BONDS PRIOR TO MATURITY

SECTION 4.01. Redemption and Redemption Prices and Terms for Series 2024 Bonds.

In accordance with the City Bond Resolution, the Issuer agrees to accept redemption and redeem the Series 2024 Bonds prior to their respective maturities in the following instances:

(a) Optional Redemption. The Series 2024 Bonds (or any portions thereof in integral multiples of $5,000 each) maturing on or after May 1, 20__, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Bank on any date on or after May 1, 20__, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of the Series 2024 Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Issuer, DTC and the DTC Participants will make this selection so long as the Bonds are in book-entry form.

(b) Mandatory Sinking Fund Redemption.

The Series 2024 Bonds maturing May 1, 20__ in the principal amount of $_____ are subject to mandatory sinking fund redemption, prior to their scheduled maturity on May 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

Year	Principal Amount

* Final Maturity

The Series 2024 Bonds maturing May 1, 20__ in the principal amount of $_____ are subject to mandatory sinking fund redemption, prior to their scheduled maturity on May 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

Year	Principal Amount

* Final Maturity

SECTION 4.02. Redemption at the Election or Direction of the Issuer. In the case of the optional redemption of the Series 2024 Bonds, the Issuer shall give written notice to the Trustee of its direction so to redeem, of the redemption date, of the principal amount of the Series 2024 Bonds to be redeemed (which maturities and principal amounts, including mandatory sinking fund redemption amounts, thereof to be redeemed shall be determined and selected by the Issuer at the direction of the City, subject to any limitations with respect thereto contained in the Act or this Indenture) and of the monies to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty (30) but not more than forty-five (45) days prior to the redemption date or such shorter period as shall be acceptable to the Trustee and the Registered Owner of the Series 2024 Bonds and may be conditioned upon receipt of sufficient funds to redeem the Series 2024 Bonds called for redemption on the redemption date. The Issuer shall pay to the Trustee an amount in cash which, in addition to other monies, if any, available therefor and held by the Trustee, will be sufficient to redeem, on the redemption date at the Redemption Price thereof together with interest accrued to the redemption date, all of the Series 2024 Bonds to be redeemed. If the Series 2024 Bond or any portion thereof (in the case of a mandatory sinking fund redemption) has been called for redemption, the principal amount redeemed will cease to bear interest on the specified redemption date, shall no longer be secured hereunder and shall not be deemed to be Outstanding hereunder, provided funds for the redemption thereof are on deposit at the place of payment on or prior to the redemption date. Notice of mandatory sinking fund redemption is not required.

SECTION 4.03. Selection of Series 2024 Bonds to be Redeemed.

If less than all of the Series 2024 Bonds are to be redeemed, the Series 2024 Bonds shall be redeemed only in whole multiples of $5,000. For purposes of redemption, each $5,000 of principal shall be considered as a Series 2024 Bond. If less than all of the Series 2024 Bonds shall be called for redemption, the principal amount and maturity of the Series 2024 Bonds to be redeemed shall be selected by the Bank and the Trustee shall select the particular Series 2024 Bonds to be redeemed by lot within a maturity in such manner as the Trustee may determine.

SECTION 4.04. Redemption Payments. The Trustee is hereby authorized and directed to apply funds deposited with the Trustee by the Issuer in an amount sufficient to pay the Redemption Price of the Series 2024 Bonds or portions thereof called for redemption, together with accrued interest thereon to the redemption date. If proper notice of optional redemption by mailing has been given as provided in Section 4.05 hereof and sufficient funds for redemption shall be on deposit with the Trustee as aforesaid, interest on the Series 2024 Bonds or portions thereof thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Trustee upon the Series 2024 Bond or portion thereof called for redemption until the Series 2024 Bond or portion thereof shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 3.05 hereof with respect to any mutilated, lost, stolen or destroyed Series 2024 Bond.

SECTION 4.05. Notice of Redemption. Notice of the call for any optional redemption, identifying the portion of the Series 2024 Bonds to be redeemed (which may be a conditional notice of redemption), shall be given by the Trustee by mailing a copy of the redemption notice by

registered or certified mail at least thirty (30) days (or such shorter period agreed to by the Registered Owner) but not more than forty-five (45) days prior to the date fixed for redemption to the Registered Owner of the Series 2024 Bond to be redeemed at the address shown on the Bond Register. No notice of redemption shall be required to be given in connection with mandatory sinking fund redemptions of Bonds.

SECTION 4.06. Cancellation. All Series 2024 Bonds which have been redeemed shall not be reissued but shall be canceled and destroyed by the Trustee in accordance with Section 3.07 hereof.

ARTICLE V.

GENERAL COVENANTS

SECTION 5.01. Payment of Debt Service. The Issuer covenants and agrees that it will promptly pay the principal of, Redemption Price and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in said Bonds according to the true intent and meaning thereof, provided that the principal, Redemption Price and interest are payable by the Issuer solely from Revenues and any other funds or assets constituting the Trust Estate herein pledged to the Trustee as security by the Issuer to the extent of that pledge.

SECTION 5.02. Performance of Covenants. The Issuer covenants and agrees that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining thereto. The Issuer covenants and agrees that it is duly authorized under the constitution and laws of the State, including particularly the Act, to issue the Bonds authorized hereby and to execute this Indenture and to pledge the Revenues and all other property hereby pledged in the manner and to the extent herein set forth, that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the possession of the owners thereof are and will be valid and enforceable limited obligations of the Issuer according to the terms thereof and hereof.

SECTION 5.03. Instruments of Further Assurance. The Issuer covenants and agrees that the Trustee may defend its rights to the payment of the Revenues for the benefit of the Registered Owner of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants and agrees that it will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, pledging, assigning and confirming unto the Trustee all and singular the rights assigned hereby and the amounts and other property pledged hereby to the payment of the principal of and interest on the Bonds.

SECTION 5.04. Covenants Concerning Program.

(a) In order to provide for the payment of the principal, Redemption Price and interest on the Series 2024 Bonds and Program Expenses, the Issuer shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act, the provisions of this Indenture and sound banking practices and principles, to the extent necessary to provide for the payment of the Series 2024 Bonds (i) do all such acts and things as shall be necessary to receive and collect Revenues (including enforcement of the prompt collection of all arrears on the City Bond), and (ii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Issuer to protect its rights with respect to the City Bond and to enforce all terms, covenants and conditions of the City Bond including the collection, custody and prompt application of all City Bond Payments and deposits required by the terms of the City Bond for the purposes for which they were made.

(b) Whenever necessary in order to provide for the payment of debt service on the Series 2024 Bonds, the Issuer shall commence appropriate remedies with respect to the occurrence of any event of default in connection with the City Bond or any other bonds or obligations issued by the City pursuant to a resolution of the City and as authorized by a supplemental bond resolution.

SECTION 5.05. Possession and Inspection of City Bond. The Trustee covenants and agrees to retain or cause its agent to retain possession of the City Bond and a copy of the transcript or documents related thereto and release them only in accordance with the provisions of this Indenture. The Issuer and the Trustee covenant and agree that all records and documents in their possession relating to the City Bond shall at all times be open to inspection by such accountants or other agencies or persons as the Issuer or the Trustee may from time to time designate.

SECTION 5.06. Accounts and Reports. The Issuer covenants and agrees to keep proper records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program in regard to the Bonds, the City Bond and the Funds and Accounts. Such records, and all other records and papers of the Issuer, and such Funds and Accounts shall at all reasonable times be subject to the inspection of the Trustee and the Registered Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2024 Bonds then Outstanding or their representatives duly authorized in writing.

The Trustee covenants and agrees, if requested, to provide to the Issuer prior to the twentieth (20th) day of the month following the end of each six-month period, commencing with the period ending November 1, 2024, a statement of the amount on deposit in each Fund and Account as of the first day of that month and of the total deposits to and withdrawals from each Fund and Account during the preceding six-month period.

The reports, statements and other documents required to be furnished to or by the Trustee pursuant to any provision of this Indenture shall be provided to the Registered Owners of an aggregate of not less than five percent (5%) in principal amount of the Series 2024 Bonds then Outstanding who file or have filed a written request therefor with the Trustee with any such costs of such documents to be paid by the Registered Owner.

SECTION 5.07. Issuer Covenants with Respect to the City Bond.

(a) The Issuer covenants and agrees that it will not permit or agree to any material change in the City Bond.

(b) The Issuer covenants and agrees that it will enforce or authorize the enforcement of all remedies available to the owner or holder of the City Bond; provided, however, that decisions as to the enforcement of remedies shall be within the sole discretion of the Trustee as set forth in Article X hereof.

(c) The Issuer covenants and agrees that it will not sell or dispose of the City Bond.

SECTION 5.08. Monitoring Investments. The Issuer covenants and agrees to regularly review the investments held by the Trustee in the Funds and Accounts for the purpose of assuring

that the Revenues derived from such investments are sufficient to provide, with other anticipated Revenues, the debt service on Outstanding Bonds.

SECTION 5.09. Covenants Concerning Preservation of Tax Exemption. The Issuer hereby covenants and agrees to take all qualifying actions and shall take any qualifying actions that are necessary in order to protect and preserve the exclusion from gross income for federal income tax purposes of the interest on the Series 2024 Bonds. For this purpose, the Issuer shall approve and deliver to the Trustee a certificate concerning the provisions of the Code necessary to protect and preserve such exclusion. Such certificate may only be amended from time to time upon the receipt by the Trustee of an Opinion of Bond Counsel to the effect that compliance by the Issuer with the certificate will not adversely affect the exclusion of interest on the Series 2024 Bonds from gross income of the Registered Owner thereof for federal income tax purposes.

ARTICLE VI.

REVENUES AND FUNDS

SECTION 6.01. Source of Payment of Bonds. The Bonds and all payments by the Issuer hereunder are limited obligations of the Issuer payable solely out of the Trust Estate as authorized by the constitution and statutes of the State, including particularly the Act and this Indenture, as provided herein.

SECTION 6.02. Creation of Funds. There are hereby created by the Issuer and ordered established the General Fund and the Rebate Fund to be held by the Trustee. There are hereby created and established in the General Fund a "General Account," a "Bond Issuance Expense Account," a "Redemption Account" and a "Purchase Account." The Trustee is authorized to establish and maintain hereunder such additional Funds, Accounts or subaccounts from time to time to the extent that in the judgment of the Trustee the establishment of such Fund, Account or subaccount is not to the material prejudice of the Trustee or the Bondholders.

SECTION 6.03. Deposit of Net Proceeds of Bonds. The Trustee shall deposit the proceeds from the sale of the Series 2024 Bonds in the manner provided in Section 2.02 hereof.

(b) The Trustee shall deposit the proceeds of any Refunding Bonds in the manner provided in the Supplemental Indenture authorizing the issuance thereof.

SECTION 6.04. Deposit of Revenues and Other Receipts. Upon receipt of any Revenues or other receipts (except the proceeds of the Series 2024 Bonds and moneys received upon sale or redemption prior to maturity of the City Bond), the Trustee shall deposit such amounts into the General Account of the General Fund.

SECTION 6.05. Operation of General Account. The Trustee shall deposit in the General Account of the General Fund all amounts received for payment of principal and interest on the Series 2024 Bonds and required to be deposited therein pursuant to the provisions of this Article VI.

The Trustee shall invest funds in the General Account in accordance with Article VIII hereof and shall make the following payments from the General Account on the specified dates and, if there are not sufficient funds to make all the payments required, with the following order of priority:

(a) On or before four (4) Business Days prior to each Interest Payment Date, to the Registered Owners such amount (including Investment Securities held by the Trustee maturing or callable on or before the Interest Payment Date) as shall be necessary to pay the principal and interest coming due on the Series 2024 Bonds on such Interest Payment Date;

(b) At such times as shall be necessary, to pay Program Expenses;

(c) On or before thirty (30) days after each anniversary of the issuance of the Series 2024 Bonds, the amounts, if any, to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement; and

(d) After making such payments in paragraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of cash in the succeeding twelve (12) months and shall transfer all moneys in the General Account which, together with such expected receipts for the succeeding twelve (12) months are in excess of the amounts needed to pay principal and interest on the Series 2024 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Issuer.

SECTION 6.06. Operation of the Redemption Account. The Trustee shall deposit in the Redemption Account all monies received upon the sale or redemption prior to maturity of the City Bond and all other monies required to be deposited therein pursuant to the provisions of Article IV and Article VI hereof, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Redemption Account to redeem Series 2024 Bonds. Such redemption shall be made pursuant to a redemption under the provisions of Article IV hereof.

SECTION 6.07. Operation of the Purchase Account. The Trustee shall deposit in the Purchase Account all moneys required to be deposited therein pursuant to the provisions of Section 2.02 and Article VI hereof, shall invest such funds pursuant to Article VIII hereof, and shall disburse the funds held in the Purchase Account to purchase the City Bond in accordance with the procedures established by the Issuer as set forth in Article VII hereof upon the submission of a written requisition of the Issuer signed by an Authorized Officer stating that all requirements with respect to such financing set forth in this Indenture have been or will be complied with. Upon purchase of the City Bond, the Trustee will transmit such funds to the City as provided in Section 7.02 hereof. Upon receipt of such funds from the Trustee, the City will provide for the deposit of such funds in the 2024 Construction Fund of the City established under the City Bond Resolution, which fund will be used by the City to finance the City Project. Any amounts remaining in the Purchase Account after the purchase of the City Bond shall be transferred to the General Account.

SECTION 6.08. Operation of Bond Issuance Expense Account. The Trustee shall deposit in the Bond Issuance Expense Account the moneys required to be deposited therein pursuant to Section 2.02 of this Indenture, shall invest such funds pursuant to Article VIII hereof and shall disburse the funds held in the Bond Issuance Expense Account as follows:

(a) Upon receipt of acceptable invoices and the written authorization of an officer of the City and an Authorized Officer, to pay the Costs of Issuance of the Series 2024 Bonds and the City Bond or to reimburse the Issuer or the City for amounts previously advanced for such costs; and

(b) On the date that is sixty (60) days after the date of issuance of the Series 2024 Bonds, any funds remaining in the Bond Issuance Expense Account shall be transferred to the General Account.

SECTION 6.09. Operation of the Rebate Fund.

(a) The Trustee is authorized to establish and maintain, so long as any Series 2024 Bonds are Outstanding and are subject to a requirement that arbitrage profits be rebated to the United States of America, a separate fund to be known as the "Rebate Fund." The Trustee shall make information regarding the Series 2024 Bonds and investments hereunder available to the Issuer and shall make deposits and disbursements from the Rebate Fund in accordance with the Arbitrage Rebate Agreement and Section 8.02 hereof, shall invest the Rebate Fund as directed by the Issuer and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. Anything in this Indenture to the contrary notwithstanding, the provisions of this Section may be superseded or amended by an amended Arbitrage Rebate Agreement and accompanied by an Opinion of Bond Counsel addressed to the Trustee to the effect that the provisions of the amended Arbitrage Rebate Agreement will not adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Series 2024 Bonds.

(b) If a deposit to the Rebate Fund is required as a result of the computations made by or on behalf of the Issuer pursuant to the Arbitrage Rebate Agreement, the Trustee shall, upon receipt of direction from the Issuer, accept such payment for the benefit of the Issuer and make transfers of moneys from the General Account or otherwise to the Rebate Fund to comply with such direction. If amounts in excess of that required to be rebated to the United States of America accumulate in the Rebate Fund, the Trustee shall, upon direction from the Issuer, transfer such amount to the General Account. Records of the determinations required by this Section and the Arbitrage Rebate Agreement and the investment instructions must be retained by the Trustee until six (6) years after the Series 2024 Bonds are no longer Outstanding.

(c) Not later than sixty (60) days following the date of delivery of the Series 2024 Bonds, and every five (5) years thereafter, the Trustee shall, upon written request of the Issuer in accordance with the Arbitrage Rebate Agreement, pay to the United States of America one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date provided that direction from the Issuer for transfer of such amount to the Rebate Fund has been previously received by the Trustee pursuant to the provisions of Section 6.09(b), and further provided that funds were available in the General Account to fund one hundred percent (100%) of the amount required to be on deposit in the Rebate Fund as of such payment date. Not later than sixty (60) days after the final retirement of the Series 2024 Bonds, the Trustee shall upon written request of the Issuer, pay to the United States of America one hundred percent (100%) of the amount owing to the United States of America. Each payment required to be paid to the United States of America pursuant to this Section shall be filed with the Internal Revenue Service Center, Ogden, Utah 84201. Each payment shall be accompanied by a copy of the Form 8038-G originally filed with respect to the Series 2024 Bonds and a statement of the Issuer summarizing the determination of the amount to be paid to the United States of America.

SECTION 6.10. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee for the account of any Fund or Account established under any provision of this Indenture shall be held by the Trustee in trust and applied in accordance with the provisions of this Indenture, except for moneys held pursuant to the Rebate Fund and any Accounts created thereunder and except for moneys deposited with or paid to the Trustee for the redemption of Bonds, notice of the redemption of which has been duly given, and shall, while held by the Trustee,

constitute part of the Trust Estate and be subject to the security interest created hereby and shall not be subject to any lien or attachment by any creditor of the Issuer.

SECTION 6.11. Amounts Remaining in Funds or Accounts. Any amounts remaining in any Fund or Account after full payment of the Bonds and the fees, charges (including any required rebate to the United States of America) and expenses of the Trustee and all other amounts due and owing hereunder shall be distributed to the City, except for any moneys owing to the Issuer which shall be paid to such party and except as provided in Section 3.08 hereof.

SECTION 6.12. Certain Verifications. The Issuer and/or the Trustee from time to time may cause a firm of independent certified public accountants of national standing or other nationally recognized experts to supply the Issuer and the Trustee with such information as the Issuer or the Trustee may request in order to determine in a manner reasonably satisfactory to the Issuer and the Trustee all matters relating to (a) the sufficiency of projected cash flow receipts and disbursements with respect to the Funds and Accounts to pay the principal of and interest on the Bonds and Program Expenses; (b) the actuarial yields on the Outstanding Bonds as the same may relate to any data or conclusions necessary to verify that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Code; (c) the yields on any obligations acquired and held by the Issuer and/or the Trustee; and (d) the rebate calculation required by Section 6.09 hereof. The Issuer and/or the Trustee from time to time may also obtain an Opinion of Bond Counsel concerning post-issuance compliance with any federal legislation applicable to the Bonds. The fees of such independent certified public accountants and Bond Counsel shall constitute reimbursable Program Expenses to be paid by the City.

ARTICLE VII.

PURCHASE OF CITY BOND

SECTION 7.01. Terms and Conditions of Purchase. The City Bond purchased by the Issuer shall be purchased on the terms and conditions of, and upon submission of the documents required by this Article VII.

SECTION 7.02. Purchase. The Trustee shall pay the purchase price of the City Bond upon receipt by the Trustee of:

(a) a written requisition of the Issuer signed by an Authorized Officer stating to whom payment from the Purchase Account is to be made for and on behalf of the City and the amount to be paid;

(b) a certificate signed by an Authorized Officer attached to the requisition and certifying that the City, pursuant to the City Bond Purchase Agreement, has sold or will sell the City Bond to the Issuer and is obligated to make City Bond Payments and to pay all fees and charges required to be paid to the Issuer under the City Bond Resolution, and that, to the knowledge of such officer, the City is not in default under the payment terms or other material terms or provisions of any other obligations of the City;

(c) a certified transcript of proceedings authorizing the issuance, execution and delivery of the City Bond, which transcript shall contain the certifications required by the Act and such other certifications and representations which are reasonable and appropriate as determined by the Issuer or the Trustee;

(d) the opinions of Counsel for the City, which may be Bond Counsel, in form satisfactory to the Issuer stating that the City Bond constitutes a valid and binding obligation enforceable in accordance with its terms, subject to such enforcement limitations customarily contained in such opinions;

(e) the City Bond, registered as to both principal and interest to the Issuer and delivered in accordance with the Act;

(f) an Opinion of Counsel for the City in form satisfactory to the Issuer stating that such City is a Local Governmental Unit within the meaning of the Act;

(g) a signed City Bond Purchase Agreement from the City; and

(h) an executed Arbitrage Rebate Agreement.

Upon receipt of the documents enumerated above, the Trustee shall pay such amount directly to the entity entitled thereto as named in the requisition described in Section 7.02(a) above.

SECTION 7.03. Retention and Inspection of Documents. The City Bond and all documents received by the Trustee as required in this Article as a condition of payment may be

relied upon by and shall be retained in the possession of the Trustee, subject at all times during normal business hours to the inspection of the Issuer and, after written request received by the Trustee at least five (5) Business Days prior to the date of inspection, by any Registered Owner of at least five percent (5%) in principal amount of Outstanding Bonds.

SECTION 7.04. Report. Within sixty (60) days after the delivery of the Series 2024 Bonds, the Trustee shall file a written report with the Issuer, if requested, and the City covering all receipts and all disbursements made pursuant to the provisions of this Article VII in respect of the net proceeds of the Series 2024 Bonds deposited in the Purchase Account. Said report shall be supplemented at least once every sixty (60) days by the Trustee until all of the net proceeds of the Series 2024 Bonds deposited in the Purchase Account shall have been expended.

ARTICLE VIII.

INVESTMENT OF MONEYS

SECTION 8.01. General Provisions.

(a) Any moneys held as part of any Fund or Account created under or pursuant to Article VI hereof including the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Issuer. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in Article VI, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution that is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of this Section 8.01, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date or a redemption date that shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

(b) The Issuer (i) certifies to the Registered Owner of the Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Bonds to lose the exclusion from gross income for federal income tax purposes and (ii) covenants with the owners of the Bonds from time to time Outstanding that, so long as any of the Bonds remain Outstanding, moneys on deposit in any Fund or Account established in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other source, will not be used in any manner which will cause the interest on the Bonds to become subject to federal income taxation.

SECTION 8.02. Valuation of Investments. For the purpose of determining the amount in any Fund or Account, all Investment Securities credited to such Fund or Account shall be valued at the lesser of (a) the average of the bid and asked prices most recently published prior to the date of determination for those Investment Securities, the bid and asked prices of which are published on a regular basis in *The Wall Street Journal*, or, if not there, in *The New York Times*; or (b) the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for those Investment Securities the bid and asked prices

of which are not published on a regular basis as set forth in subsection (a) above; or (c) par value (plus, prior to the first payment of interest following purchase, the amount of any accrued interest paid as part of the purchase price) for Investment Securities which are certificates of deposit and bankers acceptances; or (d) for all other Investment Securities the lesser of cost or market value (exclusive of accrued interest paid as part of the purchase price after the first payment of interest following purchase); provided, however, that any repurchase agreements shall be valued, respectively, at the unpaid repurchase price or principal balance collectible pursuant thereto.

SECTION 8.03. Arbitrage Restrictions; Series 2024 Bonds to Remain Tax Exempt.

(a) The Issuer shall provide the Trustee with the Arbitrage Rebate Agreement which shall govern the investment of the Funds and Accounts and the application of Section 6.09 hereof.

(b) Without limiting subsection (b) of Section 8.01 hereof, the Issuer further covenants and agrees that it will not take any action or fail to take any action with respect to the investment of the proceeds of the Series 2024 Bonds, or with respect to the investment or application of any payments under the City Bond or any other agreement or instrument entered into in connection therewith or with the issuance of the Series 2024 Bonds, including but not limited to the obligation, if any, to rebate certain funds to the United States of America, which would result in constituting the Series 2024 Bonds arbitrage bonds within the meaning of such term as used in Section 148 of the Code. The Issuer further agrees that it will not act in any other manner that would adversely affect the exclusion from gross income tax for federal income tax purposes of the interest on the Series 2024 Bonds.

ARTICLE IX.

DISCHARGE OF INDENTURE

SECTION 9.01. Discharge of Indenture.

(a) Except as provided in this Article IX, if payment or provision for payment is made to the Trustee, of the principal of, premium, if any, and interest due and to become due on the Bonds at the times and in the manner stipulated therein, and there is paid or caused to be paid to the Trustee all sums of money due and to become due according to the provisions hereof, and all other amounts due hereunder have been paid in full, then these presents and the Trust Estate and rights hereby granted shall cease, terminate and be void, whereupon the Trustee shall cancel and discharge the lien of this Indenture, and execute and deliver to the Issuer such instruments in writing as shall be requisite to cancel and discharge the lien hereof, and release, assign and deliver unto the Issuer any and all estate, right, title and interest in and to any and all rights assigned or pledged to the Trustee hereby or otherwise subject to the lien of this Indenture, except moneys or securities held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

(b) Any Bond shall be deemed to be paid within the meaning of this Indenture when (i) payment of the principal of (and premium, if any, on) such Bond and interest thereon to the due date thereof (whether such due date be by reason of maturity or upon redemption as provided herein or otherwise), either (A) shall have been made or caused to have been made in accordance with the terms thereof, or (B) shall have been provided for by irrevocably depositing with the Trustee or other financial institution (which must meet the requirements of Section 11.07 hereof) which provides services as escrow agent for the Issuer (for purposes of this Article, an "**Escrow Agent**"), in trust and exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times, without consideration of any reinvestment thereof, as will insure the availability of sufficient moneys to make such payment, or (3) a combination of such moneys and Governmental Obligations, and (ii) all necessary and proper fees and expenses of the Trustee pertaining to the Bonds, including the amount, if any, required to be rebated to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.09 hereof, with respect to which such deposit is made shall have been paid or deposited with the Trustee.

(c) Notwithstanding the foregoing, in the case of Bonds which by their terms may be optionally redeemed prior to their stated maturity, no deposit under the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the Issuer shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions: (i) stating the date when the principal of each such Bond is to be paid, whether at maturity or on a redemption date (which shall be any redemption date permitted by this Indenture); (ii) to timely call for redemption pursuant to this Indenture any Bond to be redeemed prior to maturity pursuant to clause (i) of this paragraph; and (iii) to timely mail, in the manner prescribed by Article IV hereof, a notice to the owners of such Bonds satisfying the requirements thereof.

(d) Any monies so deposited with the Trustee or the Escrow Agent as provided in this Article may at the direction of the Issuer also be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth, and all income from all Governmental Obligations in the possession of the Trustee pursuant to this Article which is not required for the payment of the Bonds and interest thereon with respect to which such monies shall have been so deposited, shall be deposited in the General Account, as and when and collected for use and application as are other monies deposited in such General Account.

(e) With respect to the Series 2024 Bonds, no such deposit under this Article shall be made or accepted hereunder and no use shall be made of any such deposit unless the Trustee shall have received an Opinion of Bond Counsel to the effect that such deposit and use would not cause the Series 2024 Bonds to be treated as arbitrage bonds within the meaning of Section 148 of the Code or adversely affect for federal income tax purposes the excludability from gross income of the interest on the Series 2024 Bonds. Moreover, no such deposit shall be deemed a payment of Bonds unless the Trustee shall have received a verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Trustee verifying the sufficiency of the deposit to pay the principal of, premium, if any, and interest on the Bonds to the due date, whether such due date be by reason of maturity or upon redemption. Provided, however, such verification from an accountant or firm of accountants appointed by the Issuer and acceptable to the Trustee will not be required if the deposit made with the Trustee represents sufficient funds in the form of cash for the payment of principal of, premium, if any, and interest on the Bonds to be paid prior to their due date by reason of maturity or upon redemption within ninety (90) days of the delivery date of the Bonds. If requested by the Trustee, the Issuer will provide proof in a form acceptable to the Trustee of the sufficiency of the cash funds deposited as stated in the preceding sentence.

(f) Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Article, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest thereon but excluding any amounts, if any, set aside for rebate to the United States of America in accordance with the Arbitrage Rebate Agreement and Section 6.09 hereof) shall be applied to and used solely for the payment of the particular Bonds (including interest thereon) with respect to which such moneys or obligations have been so set aside in trust.

(g) Upon the deposit with the Trustee or Escrow Agent, in trust, at or before maturity, of money or Governmental Obligations in the necessary amount to pay or redeem all Outstanding Bonds as aforesaid (whether upon or prior to their maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given as herein provided, or provisions satisfactory to the Trustee shall have been made for the giving of such notice, and compliance with the other payment requirements hereof, this Indenture may be discharged in accordance with the provisions hereof but the limited liability of the Issuer in respect of such Bonds shall continue provided that the owners thereof shall thereafter be entitled to payment only out of the moneys or Governmental Obligations deposited with the Trustee or Escrow Agent as aforesaid.

ARTICLE X.

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDHOLDERS

SECTION 10.01. Defaults; Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Default in the due and punctual payment of any interest on any Bond; or

(b) Default in the due and punctual payment of the principal or redemption premium of any Bond whether at the stated maturity thereof or on any date fixed for redemption, principal payment or other acceleration prior to maturity; or

(c) Failure of the Issuer to remit to the Trustee within the time limits prescribed herein any moneys which are required by this Indenture to be so remitted; or

(d) Default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in this Indenture or in the Bonds and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(e) Any warranty, representation or other statement by or on behalf of the Issuer contained in this Indenture or in any instrument furnished in compliance with or in reference to this Indenture is false or misleading, when made, in any material respect, and failure to remedy the same within the time provided in, and after notice thereof pursuant to, Section 10.10 hereof; or

(f) A petition is filed against the Issuer under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect and is not dismissed within sixty (60) days after such filing; or

(g) The Issuer files a petition in voluntary bankruptcy or seeking relief under any provisions of any bankruptcy, reorganization, arrangement, insolvency, adjustment of debt, dissolution or liquidation law of any jurisdiction whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(h) The Issuer is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a liquidator or trustee of the Issuer or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days; or

(i) Default in the due and punctual payment of any interest or principal on the City Bond; or

(j) There is a default under the City Bond and/or the City Bond Resolution; or

(k) The City shall be dissolved; or

(l) Any representation or certification made by the City in the City Bond Resolution or the City Bond, or by an officer of the City or any other authorized City representative in any document or certificate furnished in connection with the City Bond Resolution or the City Bond shall prove at any time to be, in any material respect, incorrect or misleading as of the date made; or

(m) There is a petition filed, declaration or proceeding in bankruptcy or other insolvency, reorganization, arrangement, moratorium, readjustment of debt, or liquidation regarding the City; or

(n) The City is generally not paying its debts as such debts become due or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a liquidator or trustee of the State or the City or any of its property is appointed by court order or takes possession of such property and such order remains in effect or such possession continues for more than sixty (60) days.

SECTION 10.02. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee shall in its discretion, except for Events of Default under Section 10.01(a), (b), (i) and (j), notify the owners of all Bonds then Outstanding of such Event of Default by registered or certified mail, and will have the following rights and remedies:

(a) The Trustee may pursue any available remedy at law or in equity or by statute to enforce the payment of the principal of and interest on the Bonds then Outstanding, including enforcement of any rights of the Issuer or the Trustee under the City Bond, including, but not limited to, acceleration thereof.

(b) The Trustee may by action or suit in equity require the Issuer to account as if it were the trustee of an express trust for the holders of the Bonds and may take such action with respect to the City Bond as the Trustee deems necessary or appropriate and in the best interest of the Bondholders, subject to the terms of the City Bond.

(c) Upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee will be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

(d) The Trustee may declare the principal of and accrued interest on all Bonds to be due and payable immediately in accordance with this Indenture and the Act, by notice to the Issuer and the City.

Upon the occurrence of an Event of Default, (i) if requested so to do by the holders of twenty-five percent (25%) or more in aggregate principal amount of all Bonds then Outstanding, and (ii) if secured and/or indemnified as provided in Section 11.01(k) hereof, the Trustee shall be obligated to exercise such one or more of the rights, remedies and powers conferred by this Section as the Trustee, being advised by Counsel, shall deem most expedient in the interests of the Bondholders.

No right or remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right or remedy shall be cumulative and shall be in addition to any other right or remedy given to Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute. The assertion or employment of any right or remedy shall not prevent the concurrent or subsequent assertion or employment of any other right or remedy.

No delay or omission to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or shall be construed to be a waiver of any such Event of Default or acquiescence therein, and every such right or remedy may be exercised from time to time and as often as may be deemed expedient.

No waiver of any Event of Default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent Event of Default or shall impair any rights or remedies consequent thereon.

SECTION 10.03. Rights of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, the Registered Owners of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture including Section 11.01(k) hereof.

SECTION 10.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce any rights of the Trustee and of the Bondholders under this Indenture, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the Revenues, issues, earnings, income, products and profits thereof, pending such proceedings with such powers as the court making such appointment shall confer.

SECTION 10.05. Application of Moneys. All moneys received by the Trustee pursuant to any right or remedy given or action taken under the provisions of this Article (including moneys received by virtue of action taken under provisions of the City Bond) shall, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and any other moneys owed to the Trustee hereunder, be deposited in the General Account and all moneys in such Accounts shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST – To the payment of any amount owed to the United States of America under the Arbitrage Rebate Agreement;

SECOND - To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, including interest on any past due principal of any Bond at the rate borne by such Bond, in the order of the maturity of the installments of such interest and, if the amount available shall not be sufficient to pay in full any particular installment, then to such payment ratably, according to the amounts due on such installments, to the persons entitled thereto, without any discrimination or privilege;

THIRD - To the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due either at maturity or pursuant to a call for redemption (other than Bonds called for redemption for the payment of which other moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, and, if the amount available shall not be sufficient to pay in full the principal of Bonds due on any particular date, together with such interest, then to such payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

FOURTH - To be held for the payment to the persons entitled thereto as the same shall become due of the principal of and interest on the Bonds which may then become due either at maturity or upon call for redemption prior to maturity, and, if the amount available shall not be sufficient to pay in full the principal of and interest on Bonds due on any particular date, such payment shall be made ratably according to the amount of principal and interest due on such date to the persons entitled thereto without any discrimination or privilege.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment of principal to the owner of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal of and interest on all Bonds have been paid under the provisions of this Section and all expenses and charges of the Trustee have been paid and all other amounts due hereunder have been paid in full, any balance remaining in the General Account shall be paid as provided in Article VI hereof.

SECTION 10.06. Remedies Vested in the Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any owners of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the owners of all the Outstanding Bonds.

SECTION 10.07. Rights and Remedies of Bondholders. No owner of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Indenture or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (a) a Default has occurred, (b) such Default shall have become an Event of Default and the Registered Owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, (c) such Registered Owners of Bonds have offered to the Trustee security and/or indemnity as provided in Section 11.01(k) hereof, and (d) the Trustee has refused or for sixty (60) days after receipt of such request and offer of security and/or indemnification has failed to exercise the remedies hereinbefore granted or to institute such action, suit or proceeding in its own name, and such request and offer of security and/or indemnity are hereby declared in every case at the option of Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more owners of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his, her or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the owners of all Bonds then Outstanding. However, nothing contained in this Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, premium, if any, and interest on any Bond at and after the maturity thereof, or the limited obligation of the Issuer to pay the principal of, premium, if any, and interest on each of the Bonds issued hereunder to the respective owners thereof at the time and place, from the source and in the manner expressed in the Bonds.

SECTION 10.08. Termination of Proceedings. In case the Trustee or any owner of any Bonds shall have proceeded to enforce any right under this Indenture by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and with regard to the property herein subject to this Indenture, and all rights, remedies and powers of the Trustee and the owners of Bonds shall continue as if no such proceedings had been taken.

SECTION 10.09. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Registered Owners of (a) more than sixty-six and two-thirds percent (66 2/3%) in aggregate principal amount of all the Bonds then Outstanding in respect of which an Event of Default in the

payment of principal or interest exists, or (b) more than fifty percent (50%) in aggregate principal amount of all Bonds then Outstanding in the case of any other Event of Default; provided, however, that there shall not be waived (x) any Event of Default in the payment of the principal of any Outstanding Bond at the date of maturity specified therein or (y) any Event of Default in the payment when due of the interest on any Outstanding Bond unless prior to such waiver all of the interest or all payments of principal when due, as the case may be, with interest on overdue principal at the rate borne by such Bond, and all expenses of the Trustee in connection with such Event of Default shall have been paid or provided for. In case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or recession shall extend to any subsequent or other Event of Default or impair any rights consequent thereon.

SECTION 10.10. Notice of Defaults under Section 10.01(d) or (e); Opportunity of the Issuer to Cure Such Defaults.

(a) Anything herein to the contrary notwithstanding, no Default under Section 10.01(d) or (e) hereof shall constitute an Event of Default until actual notice of such Default by registered or certified mail shall be given to the Issuer by the Trustee or the Registered Owners of not less than twenty-five percent (25%) in aggregate principal amount of all Bonds then Outstanding and the Issuer shall have had sixty (60) days after receipt of such notice to correct the Default or cause the Default to be corrected, and shall not have corrected the Default or caused the Default to be corrected within the applicable period; provided, however, if the Default be such that it is correctable but cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Issuer within the applicable period and diligently pursued until the Default is corrected. If a Default is cured under this Section 10.10, then it will not constitute an Event of Default.

(b) With regard to any alleged Default concerning which notice is given to the Issuer under the provisions of this Section, the Issuer hereby grants to the Trustee full authority for the account of the Issuer to perform any covenant or obligation, the failure of performance which is alleged in said notice to constitute an Event of Default, in the name and stead of the Issuer with full power to do any and all things and acts to the same extent that the Issuer could do and perform any such things and acts and with power of substitution.

ARTICLE XI.

TRUSTEE

SECTION 11.01. Acceptance of the Trusts. The Trustee hereby accepts the trusts and duties imposed upon it by this Indenture, and agrees to perform said trusts and duties with the same degree of care and skill in their exercise, as a prudent corporate trustee would exercise or use under the circumstances in the conduct of its own affairs, but only upon and subject to the following express terms and conditions:

(a) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise the rights and powers vested in it by this Indenture in accordance with the standard specified above.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed in accordance with the standard specified above, and shall be entitled to advice of Counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney or firm of attorneys (who may be the attorney or firm of attorneys for the Issuer), approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds, other than the Certificate of Authentication required by Section 3.04 hereof, or for the validity of the execution by the Issuer of this Indenture or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the owner of Bonds secured hereby with the same rights which it would have if not the Trustee and Bonds owned by the Trustee shall be deemed Outstanding unless canceled pursuant to the provisions hereof.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed to be genuine and correct and to have been signed or sent by the proper person or persons. The Trustee shall not withhold unreasonably its consent, approval or action to any reasonable request of the Issuer. Any action taken by the Trustee pursuant to this Indenture upon the request of the Issuer or consent of any person who at the time of making such request or giving such consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled in good faith to rely upon a certificate signed by an Authorized Officer as sufficient evidence of the facts therein contained and prior to the occurrence of an Event of Default of which the Trustee has become aware shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for such other than for its gross negligence or willful default.

(h) At any and all reasonable times the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Issuer pertaining to the Revenues and receipts pledged to the payment of the Bonds, and to take such memoranda from and in regard thereto as may be desired.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee for the purpose of establishing the right of the Issuer to the authentication of any Bond, the withdrawal of any cash or the taking of any other action by the Trustee.

(k) Before taking any action referred to in Section 10.02, 10.03 or 10.07 hereof, the Trustee may require that a satisfactory indemnity bond and/or other security be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful default.

(l) All moneys received by the Trustee shall, until used, applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law and this Indenture. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon in writing.

(m) The Trustee for all purposes of this Indenture shall be deemed to be aware of any Event of Default in the payment of principal, premium, if any, or interest on any of the Bonds.

SECTION 11.02. Fees, Charges and Expenses of the Trustee. The Trustee shall be entitled to prompt payment and reimbursement upon demand for reasonable fees for its services rendered hereunder and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee in connection with such services. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as paying agent and registrar for the Bonds but only as hereinabove provided. Upon any Event of Default, but only upon an Event of Default, the Trustee shall have a first lien with right of payment prior to payment on account of principal of or interest on any Bond upon the Trust Estate for the foregoing fees, charges and expenses incurred by it, respectively.

SECTION 11.03. Intervention by the Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its Counsel has a substantial bearing on the interests of the owners of the Bonds, the Trustee may intervene on behalf of the Bondholders, and shall do so if requested in writing by the Registered Owners of at least twenty-five percent (25%) of the aggregate principal amount of Bonds then Outstanding upon receiving security and/or indemnification satisfactory to the Trustee.

SECTION 11.04. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party ("**Reorganization**"), ipso facto shall be and become successor Trustee hereunder, if legally qualified to serve as such, and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding; provided that within thirty (30) days of the effective date of such Reorganization, the Issuer may object to such corporation or association becoming successor Trustee by filing written notice of such objection with the Trustee and by mailing such notice to each Bondholder whereupon a successor or temporary Trustee shall be appointed in accordance with Section 11.07 hereof.

SECTION 11.05. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby by giving thirty (30) days' written notice by registered or certified mail to the Issuer, the City and the owner of each Bond as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall only take effect upon the appointment of a successor Trustee in accordance with Section 11.07 and acceptance of such appointment by the successor Trustee. Notwithstanding any other provision of this Indenture, no removal, resignation or termination of the Trustee shall take effect until a successor acceptable to the Issuer and the City shall be appointed. Provided, however, in the event that a successor Trustee is not so appointed within said thirty (30) day period or the Issuer and City cannot agree on a suitable successor Trustee, the Trustee may, but shall not be required to, petition a court of competent jurisdiction to appoint a successor Trustee.

SECTION 11.06. Removal of the Trustee. The Trustee may be removed at any time with or without cause by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by (a) the City, or (b) the Registered Owners of a majority in aggregate

principal amount of all Bonds then Outstanding or their attorneys-in-fact duly authorized. Notice of the removal of the Trustee shall be given in the same manner as provided in Section 11.05 hereof with respect to the resignation of the Trustee. So long as no Event of Default or an event which, with the passage of time would become an Event of Default, shall have occurred and be continuing, the Trustee may be removed at any time for cause by resolution or other official written action taken by the Issuer or the City with such written action to be filed with the Trustee and written notification of such action to be sent to the owner of each Bond as shown by the Bond Register.

SECTION 11.07. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of all Bonds then Outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact duly authorized, a copy of which shall be delivered personally or sent by registered mail to the Issuer and the City. Nevertheless, in case of such vacancy, the Issuer by resolution may appoint a temporary Trustee to fill such vacancy. Within ninety (90) days of such appointment, the Bondholders may appoint a successor Trustee; any such successor Trustee so appointed by the Issuer shall become the successor Trustee if no appointment is made by the Bondholders within such period, but in the event an appointment is made by the Bondholders, the temporary Trustee shall immediately and without further act be superseded by any Trustee so appointed by such Bondholders. Notice of the appointment of a successor Trustee shall be given in the same manner as provided by Section 11.05 hereof with respect to the resignation of a Trustee. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank having its principal place of business in the United States of America duly authorized to exercise trust powers and having a reported capital and surplus of not less than $75,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

SECTION 11.08. Concerning Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the City an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessor shall, nevertheless, on the written request of the Issuer or the City, after the payment of all fees, charges and expenses which may be due and owing to such predecessor pursuant to the provisions of Section 11.02 hereof, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities, moneys and other property or documents held by it as Trustee hereunder to its successor hereunder. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other

instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture shall have been filed or recorded.

SECTION 11.09. Indemnification. The Issuer, will, to the fullest extent permitted by law, protect, indemnify and save the Trustee and its respective officers, board members, agents, and employees, harmless from and against all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Trustee), taxes, causes of action, suits, claims, demands and judgments of any nature arising from:

(a) violation of any agreement, provision or condition of this Indenture, the City Bond, the Bonds or the City Bond Resolution except a violation by the Trustee resulting from its gross negligence or willful misconduct;

(b) any statement or information relating to the expenditure of the proceeds of the Bonds contained in the "Tax Certificate" or similar document furnished by the City to the Issuer which, at the time made, is misleading, untrue or incorrect in any material respect; and

(c) any untrue statement or alleged untrue statement of a material fact contained in any offering material relating to the sale or remarketing of the Bonds (as from time to time amended or supplemented) or arising out of or based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein not misleading, or failure to properly register or otherwise qualify the sale of the Bonds or failure to comply with any licensing or other law or regulation which would affect the manner whereby or to whom the Bonds could be sold.

Promptly after receipt by the Trustee of notice of the commencement of any action with respect to which security and/or indemnity may be sought against the Issuer under this Section, the Trustee will notify the Issuer in writing of the commencement thereof, and, subject to the provisions hereinafter stated, the Issuer shall assume the defense of such action (including the employment of Counsel or such other person as the case may be, and the payment of expenses). Insofar as such action shall relate to any alleged liability with respect to which security and/or indemnity may be sought against the Issuer, the Trustee shall have the right to employ separate Counsel in any such action and to participate in the defense thereof, but the fees and expenses of such Counsel shall not be at the expense of the Issuer unless the employment of such Counsel has been specifically authorized by the Issuer. The Issuer shall not be liable to indemnify any person for any settlement of any such action effected without its consent.

The provisions of this Section 11.09 shall survive the payment and discharge of the City Bond and the Bonds.

SECTION 11.10. Successor Trustee as Trustee of Funds, Paying Agent and Registrar. In the event of a change in the office of Trustee, the predecessor Trustee which has resigned or been removed shall cease to be Trustee of the funds provided hereunder and registrar and paying agent for principal of, premium, if any, and interest on the Bonds, and the successor Trustee shall become such Trustee, registrar and paying agent.

ARTICLE XII.

SUPPLEMENTAL INDENTURES

SECTION 12.01. Supplemental Indentures not Requiring Consent of Bondholders. The Issuer and the Trustee may, without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) To cure any ambiguity or formal defect or omission in this Indenture;

(b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Bondholders or the Trustee, or to make any change which, in the opinion of Bond Counsel, does not materially and adversely affect the interest of the owners of Outstanding Bonds and does not require unanimous consent of the Bondholders pursuant to Section 12.02 hereof;

(c) To subject to this Indenture additional Revenues, properties or collateral;

(d) To modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as required to permit the qualification hereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, to permit qualification of the Bonds for sale as exempt securities or in exempt transactions under the Securities Act, the Exchange Act or the securities laws of any state or to avoid registration under the Investment Company Act of 1940, as amended, or any similar federal statute hereafter in effect, or to permit compliance with the Code;

(e) To evidence the appointment of a separate or co-trustee or the succession of a new Trustee hereunder or the succession of a new registrar and/or paying agent;

(f) To conform the text herein to any description or summary of this Indenture in any official statement or other offering document with respect to the Bonds or the City Bond to the extent that such description or summary was intended to be a verbatim recitation of a provision herein; and

(g) In connection with the issuance of Refunding Bonds.

Notwithstanding the foregoing, consent of the Registered Owner of the Series 2024 Bonds shall be required in connection with any of the foregoing supplements except those described under subsection (f), which consent shall not be unreasonably withheld.

SECTION 12.02. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of Supplemental Indentures provided for by Section 12.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding which are affected (exclusive of Bonds held by the Issuer), shall have the right, from time to time, anything contained

in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section contained shall permit, or be construed as permitting, without the consent of the owners of all then Outstanding Bonds, (a) an extension of the maturity of the principal of or the interest or redemption date on any Bond issued hereunder, or (b) a reduction in the principal amount of any Bond or change in the rate of interest, or (c) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (e) the creation of any lien securing any Bonds other than a lien ratably securing all of the Bonds at any time Outstanding hereunder, or (f) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes set forth in this Section, the Trustee shall, upon being satisfactorily secured and/or indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each owner of a Bond at the address shown on the registration records maintained by the Trustee. Such notice shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Bondholders. If, within sixty (60) days, or such longer period as shall be prescribed by the Issuer, following the mailing of such notice, the owners of not less than fifty-one percent (51%) in aggregate principal amount of the Bonds Outstanding at the time of the execution of any such Supplemental Indenture (exclusive of Bonds held by the Issuer) shall have consented to and approved the execution of such Supplemental Indenture as provided in Section 13.01 hereof, no owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

ARTICLE XIII.

MISCELLANEOUS

SECTION 13.01. Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be signed and executed by the Bondholders may be in any number or concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken by it or them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved (i) by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or (ii) by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register maintained by the Trustee pursuant to Section 3.06 hereof.

SECTION 13.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture or the Bonds is intended or shall be construed to give to any person or company other than the parties hereto, and the owners of the Bonds, any legal or suitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained; this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the owners of the Bonds as herein provided.

SECTION 13.03. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

SECTION 13.04. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram, addressed to the appropriate Notice Address. A duplicate copy of each notice required to be given hereunder by the Trustee or the Issuer to the City, or the Underwriter shall also be given to the other. The Issuer, the City, or the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 13.05. Trustee as Paying Agent and Registrar. The Trustee is hereby designated and agrees to act as paying agent and registrar for and in respect to the Bonds.

SECTION 13.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on or principal of or the dated fixed for redemption of the Bonds shall be in the City of payment a Saturday, Sunday or a legal holiday or a day on which banking institutions are authorized by law to close, then payment of interest or principal may be made on the next Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

SECTION 13.07. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13.08. Receipt of Money or Revenues by Trustee. The Trustee is an authorized agent of the Issuer for purposes of receiving money and Revenues on behalf of the Issuer. It is not the intent of this Section 13.08, or any other Section of this Indenture, to create a power of attorney relationship between the Issuer and the Trustee.

SECTION 13.09. Applicable Provisions of Law. This Indenture shall be governed by and construed in accordance with the laws of the State.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed on its behalf by its Executive Director and duly attested by its Secretary and the Trustee, to evidence its acceptance of the trusts created hereunder, has caused this Indenture to be executed in its name by one of its duly authorized officers, all as of the day and year first above written.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ATTEST:

By _____
Secretary

HANCOCK WHITNEY BANK, as Trustee

By _____
Susan R. Tsimortos,
Senior Vice President and Trust Officer

EXHIBIT A

FORM OF CITY BOND

[Form of City Bond to Be Inserted]

CITY BOND PURCHASE AGREEMENT

THIS CITY BOND PURCHASE AGREEMENT (this "**Agreement**") is dated _____, 2024, by and between the **MISSISSIPPI DEVELOPMENT BANK**, a public body corporate and politic (the "**Issuer**"), created pursuant to the provisions of Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended (hereinafter referred to as the "**Act**"), and the **CITY OF HATTIESBURG, MISSISSIPPI** (the "**City**"), a "local governmental unit" within the meaning of the Act.

WITNESSETH:

WHEREAS, pursuant to the Act, the Issuer is authorized to purchase securities (as defined in the Act) issued by local governmental units (as defined in the Act); and

WHEREAS, the City has duly authorized the issuance of its general obligation bond designated the City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024 in the form of one fully registered bond, in the principal amount of ____ Million Dollars ($___,000,000) (the "**City Bond**"); and

WHEREAS, the City Bond is expected to be purchased by the Issuer in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Issuer has adopted a resolution on April 10, 2024 approving an Indenture of Trust (the "**Indenture**"), dated _____, 2024, by and between the Issuer and Hancock Whitney Bank, as trustee (the "**Trustee**"), authorizing the issuance of its $____,000,000 Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) (the "**Series 2024 Bonds**"), a portion of the proceeds of which will be used to purchase the City Bond.

NOW, THEREFORE, the Issuer and the City agree as follows:

1. Subject to the terms and conditions of this Agreement, the Issuer hereby agrees to purchase the City Bond and the City hereby agrees to sell the City Bond to the Issuer at the purchase price of $_____.00, representing the par amount of the City Bond of $___,000,000.00, plus an net original issue premium of $_____, less an underwriter's discount of $_____, less $_____.00 to be deposited to the Bond Issuance Expense Account of the General Fund under the Indenture to pay the costs of issuance of the Series 2024 Bonds and the City Bond. The amount of such purchase price will be distributed to the City, all as provided under that certain Bond Resolution (the "**City Bond Resolution**") adopted by the Mayor and the City Council of the City on April 16, 2024, pursuant to which the City will issue the City Bond. The terms of the City Bond are set forth in the City Bond Resolution and incorporated herein by reference.

2. The City will take all action required by law to enable it to issue and sell the City Bond to the Issuer, and the City's obligation to issue and sell the City Bond, and the Issuer's obligation to purchase the City Bond, are expressly contingent upon the City's taking all steps and receiving all approvals required by the laws of the State of Mississippi (the "**State**") to issue and sell the City Bond.

3. To the extent the Series 2024 Bonds are subject to the rebate requirements as set forth in Section 148(f) of the Internal Revenue Code of 1986, as amended, and the Regulations promulgated thereunder (the "**Rebate Requirement**"), the City agrees to pay to the Issuer for prompt payment to or

to provide evidence to the Issuer of payment to, the United States of America of the Rebate Requirement resulting from the investment of moneys held by the City that constitute gross proceeds of the Series 2024 Bonds, as such Rebate Requirement is computed by the City. The City agrees to provide documentation to the Issuer relative to the computation of the Rebate Requirement and payment of such Rebate Requirement when required.

4. At such time as the Issuer shall reasonably request and in any event prior to the delivery to the Issuer of the City Bond, which City Bond shall be in the form set forth in the City Bond Resolution and registered in the name of the Trustee, as the assignee of the Issuer, the City shall furnish to the Issuer a transcript of proceedings and the opinions of the City's Bond Counsel ("**Bond Counsel**") and Moran M. Pope III, Esquire, Hattiesburg, Mississippi (the "**City Attorney**") satisfactory to the Issuer which shall set forth, among other things, an unqualified approval of Bond Counsel and the City Attorney in connection with the City Bond. The City shall bear the cost of such opinions which cost shall be paid out of the Bond Issuance Expense Account of the General Fund under the Indenture.

5. The City agrees that the City Bond and the payments to be made thereon may be pledged or assigned by the Issuer only under and to the extent provided in the Indenture.

6. The City agrees to furnish to the Issuer as long as the City Bond remains outstanding annual financial reports, audit reports and such other financial information as is reasonably requested by the Issuer and as required by the Indenture.

7. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any of the remaining provisions of this Agreement and this Agreement shall be construed and in force as if such invalid or unenforceable provision had not been contained herein.

8. If the Issuer does not deliver the Series 2024 Bonds and receive payment therefor on or before _____, 2024, the City may rescind this Agreement by giving written notice of such rescission to the Executive Director of the Issuer. The Issuer is obligated to purchase the City Bond solely from proceeds of the Series 2024 Bonds.

9. This Agreement may be executed in one or more counterparts, any of which shall be regarded for all purposes as an original and all of which constitute but one and the same instrument. The Issuer and the City each agree that it will execute any and all documents or other instruments and take such other actions as may be necessary to give effect to the terms of this Agreement.

10. No waiver by either the Issuer or the City of any term or condition of this Agreement shall be deemed or construed as a waiver of any other terms or conditions, nor shall a waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different section, subsection, paragraph, clause, phrase or other provision of this Agreement.

11. This Agreement merges and supersedes all prior negotiations, representations, and agreements between the Issuer and the City relating to the subject matter hereof and constitutes the entire agreement between the Issuer and the City in respect hereof.

12. The City has reviewed the Indenture and approves the terms thereof and agrees to take all actions required of it thereunder.

13. This Agreement shall be governed by, and construed in accordance with, the laws of the State. This Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the Issuer and the City and shall be valid and enforceable as of the time of such acceptance

14. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Indenture.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, we have set our hands unto this City Bond Purchase Agreement as of the day first above written.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

ATTEST:

_____
Secretary

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

ATTEST:

_____
City Clerk

86386205.v1

BOND PURCHASE AGREEMENT

Regarding the

$___,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)

Mississippi Development Bank
735 Riverside Drive, Suite 300
Jackson, Mississippi 39202

Mayor and City Council
City of Hattiesburg, Mississippi
200 Forrest Street
Hattiesburg, MS 39401

Ladies and Gentlemen:

The undersigned, Raymond James & Associates, Inc. (the "**Underwriter**"), being duly authorized, offers to enter into the following agreement with the Mississippi Development Bank (the "**Issuer**") and the City of Hattiesburg, Mississippi (the "**City**"), which, upon your acceptance of this offer, will be binding upon the Issuer and the City and upon the Underwriter. This offer is made subject to your written acceptance of this Bond Purchase Agreement on or before 4:00 o'clock p.m., Mississippi Time, on _____, 2024, and, if not so accepted, will be subject to withdrawal by the Underwriter upon written notice delivered by the Underwriter to the Issuer and the City at the above addresses, at any time prior to the acceptance hereof by you.

1. Purchase.

(a) Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer for offering to the public, and the Issuer hereby agrees to sell and deliver to the Underwriter for such purpose, an aggregate of $___,000,000 principal amount of the Issuer's Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) (the "**Series 2024 Bonds**"), dated the date of delivery thereof, and having maturities and bearing interest at the rates per annum as set forth in **Exhibit A** hereto, and payable as described in the resolution concerning the Series 2024 Bonds adopted on April 10, 2024, by the Board of Directors of the Issuer (the "**Issuer Resolution**"), an Indenture of Trust under which the Series 2024 Bonds will be issued and by which they will be secured, dated as of _____, 2024 (the "**Indenture**"), by and between Hancock Whitney Bank, Ridgeland, Mississippi, as trustee (the "**Trustee**"), and otherwise having such terms as are described in the Preliminary Official Statement (as hereinafter defined). The purchase price for the Series

2024 Bonds shall be $____.00, being comprised of the principal amount of the Series 2024 Bonds of $___,000,000.00, plus a net original issue premium of $_____.00, and less an Underwriter's discount of $____,000.00, which purchase price, subject to the terms and conditions of this Bond Purchase Agreement, will be paid to the Trustee on behalf of the Issuer on the date of the payment for and delivery of the Series 2024 Bonds (herein called the "**Closing**"). The Series 2024 Bonds will be subject to optional redemption and mandatory redemption prior to maturity as set forth in **Exhibit B** hereto.

(b) It is intended that interest on the Series 2024 Bonds will be excluded from gross income for federal income tax purposes under existing statutes, regulations, rulings and court decisions and as set forth in the Preliminary Official Statement, and in reliance thereon, the Underwriter may offer the Series 2024 Bonds without registration under the Securities Act of 1933, as amended.

(c) All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the Preliminary Official Statement.

(d) The principal of, premium, if any, and interest on the Series 2024 Bonds shall be payable solely and only from those revenues and funds of the Issuer under the Indenture, including the $___,000,000 City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024 (the "**City Bond**") and payments derived therefrom, as more particularly described in the Preliminary Official Statement. The City Bond has been sold to the Issuer by the City pursuant to a resolution of the City adopted by the Mayor and City Council of the City (the "**Governing Body**") on April 16, 2024, authorizing the sale and issuance of the City Bond and approving the sale and issuance of the Series 2024 Bonds (the "**City Bond Resolution**" and collectively with the Issuer Resolution, the "**Bond Resolutions**"), and a City Bond Purchase Agreement between the City and the Issuer (the "**City Bond Purchase Agreement**"). The City Bond is a general obligation of the City and represents a pledge of the full faith, credit and taxing power thereof.

2. Preliminary Official Statement and Official Statement. A Preliminary Official Statement of the Issuer, dated _____, 2024 (the "**Preliminary Official Statement**"), has been distributed in connection with the Series 2024 Bonds, and an Official Statement of the Issuer, to be dated the date hereof, will be delivered as hereinafter set forth in this Paragraph 2. The final Official Statement as it may be amended or supplemented, with the written consent of the Issuer and the Underwriter, is hereinafter called the "Official Statement."

The Issuer and the City hereby authorize the use of the Preliminary Official Statement, the Official Statement and the information therein contained by the Underwriter in connection with the public offering and the sale of the Series 2024 Bonds. As required by Rule 15c2-12 promulgated by the Securities and Exchange Commission under Section 15 of the Securities Exchange Act of 1934, as amended ("**Rule 15c2-12**"), the Underwriter shall deliver the Official Statement to the Municipal Securities Rulemaking Board (the "**MSRB**"). The Issuer and the City hereby approve of and ratify the use by the Underwriter on or before the date hereof of the Preliminary Official Statement in connection with the prospective offering of the Series 2024 Bonds prior to the date hereof. The Issuer and the City have duly authorized, approved and

delivered the Preliminary Official Statement to the Underwriter; the Issuer and the City have previously deemed the Preliminary Official Statement final, except for the omission of the following information: offering, prices, interest rates, selling compensation, aggregate principal amount of the Series 2024 Bonds, principal amount per maturity, delivery date, ratings and other terms of the Series 2024 Bonds depending on such matters permitted to be omitted in accordance with Paragraph (b)(1) of Rule 15c2-12; and the Issuer has duly authorized, approved and will execute the Official Statement on or prior to the Closing and shall deliver the same in final printed form subject to the provisions of Paragraph 9 hereof to permit the Underwriter to comply with Paragraph 9(b)(4) of Rule 15c2-12 and the rules of the MSRB, within seven (7) business days from the date hereof. The Issuer and the City have delivered a "deemed final" certificate to the Underwriter, dated the date hereof, to evidence compliance with Rule 15c2-12 to the date hereof (the "**Deemed Final Certificate**"), in substantially the form attached hereto as **Exhibit C**.

3. Establishment of Issue Price

(a) The Underwriter agrees to assist the Issuer in establishing the issue price of the Series 2024 Bonds and shall execute and deliver to the Issuer at the Closing (as hereinafter defined) an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as **Exhibit D**, acceptable to Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter and the Issuer, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Series 2024 Bonds. All actions to be taken by the Issuer under this section to establish the issue price of the Series 2024 Bonds may be taken on behalf of the Issuer by Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi, its independent registered municipal advisor (the "**Municipal Advisor**") and any notice or report to be provided to the Issuer may be provided to the Municipal Advisor.

(b) Except as otherwise set forth in Schedule A attached to **Exhibit D** hereto, the Issuer will treat the first price at which 10% of each maturity of the Series 2024 Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Agreement, the Underwriter shall report to the Issuer the price or prices at which it has sold to the public each maturity of Series 2024 Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Series 2024 Bonds, the Underwriter agrees to promptly report to the Issuer the prices at which it sells the unsold Series 2024 Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing has occurred, until the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or until all Series 2024 Bonds of that maturity have been sold to the public.

(c) The Underwriter confirms that it has offered the Series 2024 Bonds to the public on or before the date of this Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Schedule A attached to **Exhibit D** hereto, except as otherwise set forth therein. **Exhibit D** also sets forth, as of the date of this Agreement, the maturities, if any, of the Series 2024 Bonds for which the

10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Series 2024 Bonds, the Underwriter will neither offer nor sell unsold Series 2024 Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the sale date; or

(ii) the date on which the Underwriter has sold at least 10% of that maturity of the Series 2024 Bonds to the public at a price that is no higher than the initial offering price to the public.

The Representative shall promptly advise the Issuer when the Underwriters have sold 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Issuer acknowledges that, in making the representation set forth in this subsection, the Representative will rely on (i) the agreement of each Underwriter to comply with the hold-the offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Securities to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an Underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule and that no Underwriter shall be liable for the failure of any other Underwriter or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2024 Bonds.

(d) The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Series 2024 Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Series 2024 Bonds of each maturity allotted to it until it is notified by the Underwriter that either the 10% test has been satisfied as to the Series 2024 Bonds of that maturity or all Series 2024 Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each dealer who is a member of the selling group to

comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Series 2024 Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Series 2024 Bonds.

(e) The Underwriter acknowledges that sales of any Series 2024 Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Series 2024 Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024 Bonds to the public),

(iii) a purchaser of any of the Series 2024 Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) "sale date" means the date of execution of this Agreement by all parties.

(f) It will be a condition of the Issuer's obligation to sell and deliver the Series 2024 Bonds to the Underwriter, and the obligation of the Underwriter to purchase and accept delivery of the Series 2024 Bonds, that the entire aggregate principal amount of the Series 2024 Bonds must be sold and delivered by the Issuer and accepted and paid for by the Underwriter on the Closing.

4. Representations and Warranties of the Issuer. The Issuer represents and warrants to, and agrees with the Underwriter that:

(a) The Issuer is a public body corporate and politic of the State of Mississippi (the "**State**"). The Board of Directors of the Issuer (the "**Board**") is duly organized and existing under the Constitution and laws of the State with the powers and authority, among others, set forth in Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time (the "**Issuer Act**"), and is authorized to issue the Series 2024 Bonds and otherwise to act on behalf of the Issuer in connection with the sale and issuance of the Series 2024 Bonds.

(b) The Board, on behalf of the Issuer, has full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the City Bond Purchase Agreement and the Indenture, to adopt the Issuer Resolution, to accept and assign the City Bond and to sell, issue and deliver the Series 2024 Bonds to the Underwriter as provided herein and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the Series 2024 Bonds, the City Bond Purchase Agreement, the Indenture, the Issuer Resolution and the Official Statement.

(c) By official action of the Board prior to or concurrently with the acceptance hereof, the Board has duly adopted the Issuer Resolution, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the Issuer of the obligations of the Issuer contained in the Issuer Resolution, the Indenture, the City Bond Purchase Agreement, the Series 2024 Bonds, and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Official Statement and this Bond Purchase Agreement.

(d) Neither the Issuer nor the Board is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the Issuer or the Board is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the Issuer or the Board, the Issuer Resolution, the Indenture, the City Bond Purchase Agreement or the issuance of the Series 2024 Bonds, and no event has occurred and is continuing, which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement, and the Series 2024 Bonds and the adoption of the Issuer Resolution and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree, agreement or other instrument to which either the Issuer or the Board is a party or is otherwise subject.

(e) At the time of the Issuer's acceptance hereof, the Preliminary Official Statement as it pertains to the Issuer does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) No summons or complaint or any other notice or document has been served upon or delivered to the Issuer or the Board or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the Issuer or the Board, threatened against the Issuer or the Board, affecting the existence of the Issuer or the Board, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds or in any way contesting or affecting the validity or enforceability of the Series 2024 Bonds or the tax exempt status of the Series 2024 Bonds, the Issuer Resolution, the Indenture, the City Bond Purchase Agreement, the acceptance and assignment of the City Bond or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the Issuer or the Board or any authority for the issuance of the Series 2024 Bonds, the adoption of the Issuer Resolution, the acceptance and assignment of the City Bond or the execution or acceptance of this Bond Purchase Agreement, the Indenture, the City Bond Purchase Agreement, or the Issuer's performance thereunder, nor is there any controversy or litigation pending or, to the best knowledge of the Issuer or the Board, threatened, nor, to the best of the knowledge of the Issuer and the Board, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Series 2024 Bonds or the validity or enforceability of the Series 2024 Bonds, the Issuer Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond, or this Bond Purchase Agreement.

(g) Except as otherwise provided herein, (i) the Issuer Resolution, the Indenture, the City Bond Purchase Agreement, and the Series 2024 Bonds conform to the description thereof contained in the Preliminary Official Statement, and (ii) the Series 2024 Bonds, this Bond Purchase Agreement, the City Bond Purchase Agreement, the Issuer Resolution, and the Indenture will constitute valid, legally binding, and enforceable obligations of the Issuer.

(h) The proceeds from the sale of the Series 2024 Bonds will be used or applied as is provided in the Bond Resolutions, the Indenture, and the Preliminary Official Statement.

(i) If required by law to do so in the future, the Issuer will undertake, pursuant to a continuing disclosure agreement with the City and the Trustee, to provide notices of certain events in connection with the Series 2024 Bonds.

(j) To the best of the Issuer's knowledge, the Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Issuer or the Series 2024 Bonds, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the Issuer or the Series 2024 Bonds, in the light of the circumstances under which they were made, not misleading.

5. Representations and Warranties of the City. The City represents and warrants to, and agrees with the Underwriter that:

(a) The City is a public body corporate and a political subdivision of the State and a "local governmental unit" within the meaning of the Issuer Act. The Governing Body is duly organized and existing under the Constitution and laws of the State and is authorized, pursuant to the provisions of Sections 21-33-301 *et seq.*, Mississippi Code of 1972, as amended and supplemented from time to time, (the "**City Act**" and together with the Issuer Act, the "**Act**"), to issue the City Bond under the terms and provisions of the City Bond Resolution, under which the City's obligations on the City Bond arise, and otherwise to act on behalf of the City in connection with the execution of the City Bond Purchase Agreement and the execution and delivery of the City Bond.

(b) The Governing Body, on behalf of the City, shall have full legal right, power and authority to enter into or accept this Bond Purchase Agreement, the Continuing Disclosure Certificate (as hereinafter defined) and the City Bond Purchase Agreement, to execute, issue and deliver the City Bond to the Issuer as provided in the City Bond Resolution and the City Bond Purchase Agreement and to carry out and consummate all other transactions contemplated by this Bond Purchase Agreement, the City Bond Purchase Agreement, the City Bond, the City Bond Resolution, the Continuing Disclosure Certificate and the Official Statement.

(c) By official action of the Governing Body prior to or concurrently with the acceptance hereof, the Governing Body has duly adopted the City Bond Resolution and has duly approved the execution and delivery by the Mayor of the City (the "**Mayor**") or his designee, the President of the Governing Body, and/or the City Clerk (the "**Clerk**") of this Bond Purchase Agreement, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, has duly authorized and approved the execution and delivery of or acceptance of, and the performance by the City of the obligations of the City contained in, the City Bond, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and this Bond Purchase Agreement and the consummation by it of all other transactions contemplated by the Preliminary Official Statement and this Bond Purchase Agreement.

(d) Neither the City nor the Governing Body is in breach of or default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject, which breach or default would in any way materially adversely affect the official existence or powers of the City or the Governing Body, the City Bond Resolution or the issuance of the City Bond and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute such a breach of or default under any such instrument; and the execution and delivery of or acceptance of this Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate, the adoption of the City Bond Resolution, the execution and delivery of the City Bond Purchase Agreement, and compliance with the provisions of each thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, judgment,

decree, agreement or other instrument to which either the City or the Governing Body is a party or is otherwise subject.

(e) The Preliminary Official Statement does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading, and as of the Closing, the Official Statement will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading.

(f) The financial statements and the statistical and financial information of the City referred to or contained in the Preliminary Official Statement with respect to the Series 2024 Bonds are, and as to the Official Statement (including any and all supplements and amendments thereto) will, present fairly the financial position of the City as of the dates indicated therein and the results of operations for the periods specified therein, and the financial statements therein have been prepared in conformity with generally accepted accounting principles consistently applied in all material respects with respect to the periods involved.

(g) Between the date of this Bond Purchase Agreement and the Closing, neither the City nor the Governing Body on behalf of the City, will, without the prior written consent of the Underwriter, which consent will not be unreasonably withheld, issue any bonds, notes or other obligations for borrowed money.

(h) No summons or complaint or any other notice or document has been served upon or delivered to the City or the Governing Body or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry, or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best knowledge of the City or the Governing Body, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, the titles of their officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance or delivery of the City Bond, or in any way contesting or affecting the validity or enforceability of the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, the tax exempt status of the interest on the Series 2024 Bonds and the City Bond, or this Bond Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement, or contesting the powers of the City or the Governing Body or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and this Bond Purchase Agreement, or the City's performance thereunder, nor is there any controversy or litigation pending, or to the best knowledge of the City or the Governing Body, threatened, nor, to the best of the knowledge of the City and the Governing Body, is there any basis therefore, wherein an unfavorable decision, ruling or finding would materially

adversely affect the tax exempt status of the Series 2024 Bonds and the City Bond, the validity or enforceability of the Series 2024 Bonds, the City Bond, the City Bond Resolution, City Bond Purchase Agreement, the Continuing Disclosure Certificate, or this Bond Purchase Agreement.

(i) The proceeds from the sale of the City Bond to the Issuer by the City as evidenced by the City Bond Purchase Agreement and the City Bond will be used or applied as provided in the City Bond Resolution, the City Bond Purchase Agreement, and the Preliminary Official Statement.

(j) The City will undertake, pursuant to the Continuing Disclosure Certificate, to provide annual reports and notices of certain events in connection with the Series 2024 Bonds for the benefit of the holders of the Series 2024 Series 2024 Bonds and to deliver, or cause to be delivered, to (a) the Municipal Securities Rulemaking Board (the "**MSRB**") through the MSRB's Electronic Municipal Market Assess system (EMMA), in the electronic format then prescribed by the Securities and Exchange Commission pursuant to Rule 15c2-12, and (b) any public or private repository or entity designated by the State as a State repository, if any, for the purposes of the Rule, the information described in the Continuing Disclosure Certificate, together with any identifying information or other information then required to accompany the applicable filing.

(k) Except as otherwise provided herein, (i) the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate and the City Bond conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the City Bond, when issued and delivered in accordance with the City Bond Resolution and the City Bond Purchase Agreement, will be a validly issued and outstanding general obligation of the City secured by a pledge of its full faith, credit, and taxing power, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and (iii) the City Bond Purchase Agreement, this Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond Resolution, and the City Bond will constitute valid, legally binding and enforceable obligation of the City.

6. Further Representations and Warranties of the Issuer. The Issuer further represents and warrants to, and agrees with the Underwriter that:

(a) The Issuer will furnish such information, execute such instruments, and take such other reasonable action in cooperation with the Underwriter as the Underwriter may reasonably request to qualify the Series 2024 Bonds for offer and sale under the Blue Sky or other securities laws or regulations of such states and other jurisdictions of the United States of America as the Underwriter may designate; provided, however, that the Issuer shall not be required to consent to service of process in any state or place where such is not provided by the laws of such state.

(b) No consent, approval, authorization or order of or filing, registration or declaration with any court or government agency or body is required for the sale, issuance or delivery of the Series 2024 Bonds or the consummation of the other

transactions effected or contemplated herein or thereby, except such as may be required under the Blue Sky or other securities laws or regulations of any jurisdiction in connection with the offer and sale of the Series 2024 Bonds by the Underwriter, or if any such consent, approval or authorization is required, the Issuer will obtain it prior to the date of the Closing and will provide reasonable evidence to the Underwriter that the same has been obtained.

(c) Except as otherwise provided herein, (i) the Issuer Resolution, the Indenture, the City Bond Purchase Agreement, the City Bond, and the Series 2024 Bonds conform to the descriptions thereof contained in the Preliminary Official Statement, (ii) the Series 2024 Bonds, when validly issued, authenticated, and delivered in accordance with the Issuer Resolution and the Indenture and sold to the Underwriter as provided herein, will be validly issued and outstanding limited obligations of the Issuer entitled to the benefits and security of the Issuer Resolution and the Indenture, all as more fully described in the Preliminary Official Statement and as to be more fully described in the Official Statement, and will constitute valid, legally binding, and enforceable limited obligations of the Issuer, and (iii) the Issuer Resolution and the Indenture will constitute valid, legally binding and enforceable obligations of the Issuer.

(d) In order for the Underwriter to comply with Rule 15c2-12, the Issuer:

(i) Represents and warrants that, if, after the date of this Bond Purchase Agreement and until twenty-five (25) days after the "end of the underwriting period", as such term is defined in Rule 15c2-12, any event shall occur, and be known to the Issuer, as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in light of the circumstances when the Official Statement is delivered to a purchaser, not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, it will notify the Underwriter (and for the purposes of this paragraph (i) of this subsection (d) to provide the Underwriter with such information as it may from time to time reasonably request), and it will forthwith prepare and furnish, at the expense of the City (in a form and manner reasonably acceptable to the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not, in light of the circumstances when the Official Statement is delivered to a purchaser, be misleading or so that the Official Statement will comply with all applicable laws and regulations;

(ii) Represents and warrants that, at the time of the Issuer's acceptance hereof, and unless an event of the nature described in paragraph (i) of this subsection (d) occurs, at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement does not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iii) Represents and warrants that, if the Official Statement is supplemented or amended pursuant to paragraph (i) of this subsection (d), at the time of each supplement

or amendment thereto and (unless an event of the nature described in paragraph (i) of this subsection (d) subsequently occurs) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the end of the underwriting period, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(iv) Unless otherwise notified in writing by the Underwriter by the date of Closing, the Issuer can assume that the "end of the underwriting period" for purposes of Rule 15c2-12 is the Closing. In the event such notice is so given in writing by the Underwriter, the Underwriter agrees to notify the Issuer in writing following the occurrence of the "end of the underwriting period" as defined in Rule 15c2-12. The "end of the underwriting period" as used in this Bond Purchase Agreement shall mean the date of Closing or such later date as to which notice is given by the Underwriter in accordance with the preceding sentence.

(e) The proceeds from the sale of the Series 2024 Bonds will be used or applied as is provided in the Issuer Resolution, the Indenture and the Preliminary Official Statement.

7. Closing. The Issuer will deliver the Series 2024 Bonds by delivery thereof to Cede & Co., as nominee of The Depository Trust Company ("**DTC**") as directed by the Underwriter against payment of the purchase price therefore by wire transfer of immediately available funds to the Trustee at or prior to 9:00 o'clock a.m., Central Standard Time, on _____, 2024, or such other place, time or date as shall be mutually agreed upon by the Issuer and the Underwriter. The Series 2024 Bonds will be delivered in fully registered form in such denominations and registered to such persons as the Underwriter shall request at least three (3) days prior to the date of the Closing. The Series 2024 Bonds may be in printed, engraved, typewritten or photocopied form and each such form shall constitute "definitive form." The legal documents required by this Bond Purchase Agreement and the Official Statement shall be delivered to the parties hereto at the offices of Bond Counsel in Ridgeland, Mississippi, on such date or such other date corresponding with the payment for and delivery of the Series 2024 Bonds, and contemporaneously with such payment and delivery.

8. Closing Conditions. The Underwriter has entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Issuer and the City contained herein and to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer and the City of their obligations hereunder, both as of the date hereof and as of the date of Closing. Accordingly, the Underwriter's obligations under this Bond Purchase Agreement to purchase and pay for the Series 2024 Bonds shall be subject to the performance by the Issuer and the City of their obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Issuer and the City contained herein shall be true, complete and correct as of the date hereof, and on and as of the date of Closing with the same effect as if made on the date of Closing.

(b) At the time of the Closing, the Indenture and the Bond Resolutions shall be in full force and effect, and shall not have been amended, modified, or supplemented, and the Official Statement shall not have been amended, modified, or supplemented, except as may have been agreed to by the Underwriter.

(c) At the time of Closing, all official action of the Issuer and the City relating to this Bond Purchase Agreement, the Indenture, the Series 2024 Bonds, the Bond Resolutions, the City Bond Purchase Agreement, the City Bond, and the Preliminary Official Statement shall be in full force and effect and shall not have been amended, modified or supplemented, except as may have been agreed to by the Underwriter.

(d) The Issuer and the City shall not have, subsequent to the date hereof and prior to Closing, failed to pay principal or interest when due on any of their obligations for money borrowed wherein such failure, if any, would have a material adverse impact on their ability to perform in accordance with this Bond Purchase Agreement, the Indenture, the Series 2024 Bonds, the Bond Resolutions or the City Bond except as set forth in the Official Statement.

(e) The Underwriter shall have the right to terminate its obligations under this Bond Purchase Agreement to purchase and pay for the Series 2024 Bonds by notifying the Issuer and the City of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall have been introduced in or enacted by the Congress of the United States of America or enacted by the State, or legislation pending in the Congress of the United States of America shall have been amended, or a decision shall have been rendered by a court of the United States of America or the State, including the Tax Court of the United States of America or a ruling shall have been made or a regulation shall have been proposed or made or a press release or other form of notice shall have been issued by the Treasury Department of the United States of America or the Internal Revenue Service or other federal or State authority, with respect to federal or State taxation upon revenues or other income of the general character to be derived by the State or by a similar body, or upon interest on the Series 2024 Bonds or the City Bond or obligations of the general character of the Series 2024 Bonds or the City Bond which may have the purpose or effect, directly or indirectly, of affecting the tax status of the Issuer and the City, the Issuer's property or income, its securities (including the Series 2024 Bonds) or the interest thereon, or any tax exemption granted or authorized by the Act, in the sole reasonable opinion of the Underwriter, affects materially and adversely the market for the Series 2024 Bonds, or the market price generally of obligations of the general character of the Series 2024 Bonds or the City Bond; (ii) the outbreak or escalation of hostilities involving the United States of America or the declaration by the United States of America of a national emergency or war, if the effect of any such event specified in this clause (ii) in the reasonable judgment of the Underwriter makes it impracticable or inadvisable to proceed with the public offering or the delivery of the Series 2024 Bonds on the terms and in the manner contemplated by the Official Statement; (iii) there shall have occurred a general suspension of trading on the New York Stock Exchange or the declaration of a general banking moratorium by the United States of America, New York State or State authorities; (iv) there shall have been issued a stop order, ruling, or regulation affecting the validity or tax exempt status of the Series

2024 Bonds or the City Bond by the Securities and Exchange Commission; (v) an event described in subsection (d) of Paragraph 6 hereof occurs which, in the reasonable opinion of the Underwriter, requires or has required the preparation and distribution of a supplement or amendment to the Official Statement and which in the reasonable opinion of the Underwriter affects materially and adversely the market for the Series 2024 Bonds; (vi) the marketability of the Series 2024 Bonds or the market price thereof, in the opinion of the underwriter, has been materially and adversely affected by disruptive events, occurrences or conditions in the securities or debt markets; or (vii) there shall have occurred or any notice shall have been given of any intended downgrading, suspension, withdrawal or negative change in credit watch status by any national rating service to any of the City's obligations.

(f) At or prior to the Closing, the Underwriter shall have received each of the following documents:

(i) The Official Statement, together with any supplements or amendments to the Official Statement in the event that the Official Statement has been supplemented or amended, executed on behalf of the Issuer by the Executive Director of the Issuer; and

(ii) A copy of the Issuer Resolution certified as of the date of the Closing by the Secretary or the Assistant Secretary of the Issuer as having been duly adopted by the Board and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter; and

(iii) A copy of the City Bond Resolution certified as of the date of the Closing by the Clerk as having been duly adopted by the Governing Body and as being in effect, with such amendments, modifications and supplements as may have been agreed to by the Underwriter; and

(iv) Executed copies of the Indenture, the City Bond Purchase Agreement, the Continuing Disclosure Certificate and the City Bond, with such amendments, modifications and supplements as may have been agreed to by the Underwriter; and

(v) The unqualified opinion, dated the date of the Closing, of Bond Counsel in substantially the form attached to the Preliminary Official Statement and incorporated herein by this reference thereto, and a letter from such Bond Counsel, dated the date of the Closing and addressed to the Underwriter, to the effect that such opinion may be relied upon by the Underwriter to the same extent as if such opinion were addressed to the Underwriter; and

(vi) An opinion, dated the date of the Closing and addressed to the Underwriter, of Counsel to the Issuer (the "**Issuer Counsel**"), to the effect that (A) the Issuer and the Board are duly organized and existing under the laws of the State, including the Issuer Act; (B) the Issuer Resolution has been duly adopted by the Board on behalf of the Issuer which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the Series 2024 Bonds, the City Bond Purchase Agreement and the Indenture have been duly

authorized, executed and delivered, or accepted, by the Board on behalf of the Issuer; (D) the Issuer Resolution, the Series 2024 Bonds, the City Bond Purchase Agreement and the Indenture constitute, assuming the valid authorization, execution and delivery by the other parties thereto, legal and binding obligations of the Issuer, enforceable in accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery or performance by the Issuer of this Bond Purchase Agreement, the Series 2024 Bonds, the City Bond Purchase Agreement or the Indenture conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law including the Act; (F) all consents, approvals and other action required by any governmental authority or agency in connection with the execution, delivery and performance, or acceptance of, by the Issuer of this Bond Purchase Agreement, the Series 2024 Bonds, the City Bond Purchase Agreement and the Indenture have been obtained or accomplished; (G) the Board on behalf of the Issuer has duly approved the form of and authorized the use by the Underwriter of the Preliminary Official Statement and the Official Statement in connection with the offering and sale of the Series 2024 Bonds by the Underwriter; (H) the Series 2024 Bonds, the Indenture, the City Bond Purchase Agreement, and the Issuer Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (I) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data and "TAX MATTERS" or Appendices A and B, included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(vii) An opinion, dated the date of the Closing and addressed to the Underwriter of Moran M. Pope III, Esquire, Hattiesburg, Mississippi, as counsel to the City (the "**City Counsel**"), to the effect that (A) the City and the Governing Body are duly organized and existing under the laws of the State; (B) the City Bond Resolution has been duly adopted by the Governing Body on behalf of the City which has full power and authority to perform its obligations thereunder and has not been amended; (C) this Bond Purchase Agreement, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond have been duly authorized, executed and delivered, or approved, by the Governing Body on behalf of the City; (D) the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate, and the City Bond Resolution constitute, assuming the valid authorization, execution and delivery by the other parties thereto, if any, legal and binding obligations of the City, enforceable in

accordance with their respective terms, subject to (1) applicable bankruptcy, insolvency or other similar laws of the State or federal government affecting the enforcement of creditors' rights generally, and (2) the fact that specific performance and other equitable remedies are granted only in the discretion of a court; (E) neither the execution, delivery nor performance by the City of this Bond Purchase Agreement, the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate, or the City Bond Resolution conflicts with or results in a breach of the terms or provisions of the Constitution of the State or any State law; (F) all consents, approvals, and other action required by any governmental authority or agency in connection with the execution, delivery, and performance by the City of this Bond Purchase Agreement, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond have been obtained or accomplished; (G) the City Bond Purchase Agreement, the City Bond, the Continuing Disclosure Certificate and the City Bond Resolution conform as to form and tenor with the terms and provisions thereof as summarized and set out in the Official Statement; and (H) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, he has no reason to believe that, as of the date of the Closing, the Official Statement contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein in connection with the City, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond, in the light of the circumstances under which they were made, not misleading; and

(viii) The opinion, dated the date of the Closing and addressed to the Underwriter of Bond Counsel to the effect that (A) the Series 2024 Bonds constitute exempt securities within the meaning of Section 3(a)(2) of the Securities Act of 1933, as amended, and it is not necessary, in connection with the public offering and sale of the Series 2024 Bonds, to register the Series 2024 Bonds under said Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939; (B) without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, such counsel has no reason to believe that, as of the date of the Closing, the Official Statement (except for financial statements and other financial and statistical data or Appendices A and B included therein, as to which no view need be expressed) contains any untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, or that the Official Statement, as the same may have been amended or supplemented to the date of the Closing pursuant to subsection (d) of Paragraph 6 hereof (except as aforesaid), as of the date of the Closing contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in

the light of the circumstances under which they were made, not misleading and (C) the Continuing Disclosure Certificate conforms with the requirements of Section (b)(5)(i) of Rule 15c2-12, which requires an undertaking for the benefit of the holders, including beneficial owners, of the Bonds to provide certain annual financial information and event notices to various information repositories at the time and in the manner required by Rule 15c2-12; and

(ix) A certificate, dated the date of the Closing and signed by the Executive Director and Secretary of the Issuer to the effect that (A) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the Issuer or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the Issuer or the Board, affecting the existence of the Issuer or the Board, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2024 Bonds, or in any way contesting or affecting the tax exempt status of the interest on the Series 2024 Bonds or the validity or enforceability of the Series 2024 Bonds, the Issuer Resolution, the City Bond Purchase Agreement, the Indenture, or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the Issuer, the Board or any authority for the issuance of the Series 2024 Bonds, the adoption of the Issuer Resolution or the execution or acceptance of this Bond Purchase Agreement, the City Bond Purchase Agreement, and the Indenture, nor is there any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor, wherein any unfavorable decision, ruling or finding would materially adversely affect the tax exempt status of the interest on the Series 2024 Bonds or the validity or enforceability of the Series 2024 Bonds, the Issuer Resolution, the City Bond Purchase Agreement, the Indenture, or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the Issuer Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the Issuer or Board has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the Issuer and the Board have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing; and

(x) A certificate, dated the date of the Closing and signed by the Mayor and the Clerk to the effect that (A) the representations and warranties of the City contained herein are true and correct in all material respects on and as of the date of the Closing

with the same effect as if made on the date of the Closing; (B) no summons or complaint or any other notice or document has been served upon or delivered to the City or any of their officers or employees relating to any litigation, and there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the best of their knowledge, threatened against the City or the Governing Body, affecting the existence of the City or the Governing Body, or the titles of their officers to their respective offices, or seeking to prohibit, restrain or enjoin the execution or delivery of the City Bond, or in any way contesting or affecting the tax exempt status of the interest on the Series 2024 Bonds or the City Bond, or the validity or enforceability of the City Bond, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate or this Bond Purchase Agreement, or contesting in any way the completeness or accuracy of the Official Statement, or contesting the powers of the City, the Governing Body, or any authority for the issuance of the City Bond, the adoption of the City Bond Resolution, or the execution or approval of this Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond Purchase Agreement, nor is any controversy or litigation pending or, to the best of their knowledge, threatened, nor to the best of their knowledge is there any basis therefor wherein any unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the City Bond, the tax exempt status of the interest on the City Bond, the City Bond Resolution, the City Bond Purchase Agreement, the Continuing Disclosure Certificate, or this Bond Purchase Agreement (but in lieu of or in conjunction with such certificate the Underwriter may, in its sole discretion, accept certificates or opinions of the City Counsel, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); (C) to the best of their knowledge, no event affecting the City or Governing Body has occurred since the date of the Official Statement that should be disclosed in the Official Statement, as the same may be supplemented or amended, in order that the Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) the City and the Governing Body have complied with all the agreements and satisfied all the conditions on their respective parts to be performed or satisfied at or prior to the Closing; and

(xi) A certificate or agreement, dated the date of Closing, signed by the Executive Director of the Issuer, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the Issuer with applicable arbitrage and other applicable requirements of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (hereinafter called the "**Code**"), to support the conclusion that the Series 2024 Bonds will not be "arbitrage bonds" under the Code; and

(xii) A certificate or agreement, dated the date of Closing, signed by the Mayor, in a form acceptable to Bond Counsel and the Underwriter with respect to the compliance by the City with applicable arbitrage and other applicable requirements of the Code to support the conclusion that the Series 2024 Bonds and the City Bond will not be "arbitrage bonds" under the Code; and

(xiii) The unqualified final decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi validating the Series 2024 Bonds, in customary form, and the unqualified final decree of the Chancery Court of Forrest County, Mississippi validating the City Bond, in customary form; and

(xiv) A certified copy of a transcript of all proceedings taken by the Issuer relating to the authorization and issuance of the Series 2024 Bonds and the execution and delivery of the Indenture, this Bond Purchase Agreement, and the City Bond Purchase Agreement; and

(xv) A certified copy of a transcript of all proceedings taken by the City and relating to the authorization and issuance of the City Bond and the execution and delivery of this Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond Purchase Agreement; and

(xvi) The Underwriter shall have received a certificate, dated the date of Closing and signed by an authorized officer of the Trustee, to the effect that (A) such officer is an authorized officer of the Trustee, (B) the Indenture and the Continuing Disclosure Certificate have been duly executed and delivered by the Trustee, (C) the Trustee has all necessary corporate and trust powers required to carry out the trust created by the Indenture, (D) to the best of such officer's knowledge, the acceptance by the Trustee of the duties and obligations of the Trustee under the Indenture and compliance with the provisions thereof will not conflict with or constitute a breach of or default under any law, administrative regulation, consent decree or any agreement or other instrument to which the Trustee is subject or by which the Trustee is bound, and (E) the Trustee has duly authenticated the Series 2024 Bonds, and the person signing the certificate of authentication on each Bond has been duly authorized to do so; and

(xvii) A certificate, dated the date of the Closing, signed by the Executive Director or the President of the Issuer and the Secretary or the Assistant Secretary of the Issuer, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the Issuer occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the sale and issuance of the Series 2024 Bonds are as set forth therein, (C) the Executive Director or the President and the Secretary or the Assistant Secretary of the Issuer have executed the Series 2024 Bonds by causing their signatures to be affixed to each Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal, which is imprinted on each of said Series 2024 Bonds and on such certificate is the official seal of the Issuer; and

(xviii) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, certifying that on the date of the execution of the certificate (A) they are the duly chosen, qualified and acting officers of the City occupying the offices indicated opposite their names, (B) the members of the Governing Body at all times relevant to the adoption of the City Bond Resolution, the execution and delivery of the City Bond Purchase Agreement, the Continuing Disclosure Certificate, and the City Bond and the issuance thereof, are as set forth therein, (C) the Mayor and the Clerk have executed the City Bond

Purchase Agreement, the Continuing Disclosure Certificate, this Bond Purchase Agreement and the City Bond by causing their signatures to be affixed to the City Bond Purchase Agreement, this Bond Purchase Agreement, and the City Bond, (D) they do thereby recognize the said signatures as their true and lawful signatures, and (E) further certifying that the seal which is imprinted on the City Bond Purchase Agreement, the Continuing Disclosure Certificate, the City Bond, and on such certificate, is the official seal of the City; and

(xix) A certificate, dated the date of the Closing, signed by the Executive Director or the President of the Issuer and the Secretary or the Assistant Secretary of the Issuer, to the effect that nothing has come to their attention which would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact which should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Executive Director or the President of the Issuer and the Secretary or the Assistant Secretary of the Issuer may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein; and

(xx) A certificate, dated the date of the Closing, signed by the Mayor and the Clerk, to the effect that nothing has come to their attention that would lead them to believe that the Official Statement, as of its date and as of the date of the Closing, contains any untrue statement of a material fact or omits to state any material fact that should be included therein for the purpose for which the Official Statement is to be used, or which is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and in providing such certificate, the Mayor and the Clerk may state that they have not undertaken to independently verify information outlined or derived from the various publications or other similar sources as presented therein; and

(xxi) A certificate of the Trustee, as paying agent for the City Bond, in form and substance acceptable to the Underwriter and Bond Counsel; and

(xxii) A copy of the Letter of Representation to DTC from the Issuer; and

(xxiii) To the extent not otherwise included herein, a copy of each of the documents described in Section 2.4 of the Indenture; and

(xxiv) Such additional legal opinions, certificates, instruments and other documents as the Underwriter or bond counsel may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the representations and warranties contained herein and of the statements and information of the Issuer and the City contained in the Official Statement and the due performance or satisfaction by the Issuer and the City at or prior to the date of the Closing of all

agreements then to be performed and all the conditions then to be satisfied by the Issuer and the City.

All the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof but only if they are delivered to the Underwriter in form and substance satisfactory to the Underwriter.

If the Issuer and the City, in good faith, shall be unable to satisfy the conditions to the obligations of the Underwriter contained in this Bond Purchase Agreement (unless the Underwriter waives and/or consents to the inability to satisfy such conditions), or if such obligations of the Underwriter shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter, nor the Issuer and the City shall be under further obligation hereunder.

9. Expenses. Expenses incident to the performance of the obligations of the Issuer and the City hereunder including but not limited to: (a) the cost of the preparation of the Indenture, the City Bond Purchase Agreement, the City Bond, the Bond Resolutions, the Preliminary Official Statement, and the Official Statement; (b) the cost of the preparation and printing of the definitive Series 2024 Bonds and the City Bond; (c) the fees and disbursements of Bond Counsel, City Counsel and any other legal fees, including the State Bond Attorney fee; (d) the fees and disbursements of the Issuer Counsel (as defined herein) and experts, municipal advisors, or consultants retained by the Issuer or the City; (e) fees for bond ratings; (f) the cost of preparation and printing of the Preliminary Official Statement and the Official Statement in sufficient quantity (but not to exceed 50 copies) to permit the Underwriter to comply with the requirements of Rule 15c2-12; and (g) the cost of the preparation of this Bond Purchase Agreement, shall be paid from the proceeds of the Series 2024 Bonds. Neither the Issuer nor the City shall be required to pay any such costs or to reimburse any party for any such expenses other than from the proceeds of the Series 2024 Bonds. Except as provided in this Paragraph 9, the Underwriter shall pay: (x) all advertising expenses in connection with the public offering of the Series 2024 Bonds; (y) the cost of any copies of the Official Statement in excess of said copy limitations; and (z) all other expenses incurred by it in connection with its public offering and distribution of the Series 2024 Bonds. The City shall pay for expenses (included in the expense component of the spread) incurred on behalf of City's employees which are incidental to implementing this Bond Purchase Agreement, including, but not limited to, meals, transportation, lodging and entertainment of those employees.

The Issuer and the City acknowledge and agree that: (i) the primary role of the Underwriter is to purchase bonds for resale to investors in an arms-length commercial transaction between the Issuer, the City and the Underwriter, and that the Underwriter has financial and other interests that differ from those of the Issuer and the City, (ii) the Underwriter is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or the City or any other person or entity and has not assumed any advisory or fiduciary responsibility to the Issuer or the City with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer or the City on other matters), (iii) the only obligations the Underwriter has to the Issuer and the City with respect to the transaction

contemplated hereby expressly are set forth in this Bond Purchase Agreement, and (iv) the Issuer and the City have consulted their own legal, accounting, tax, financial and other advisors, as applicable, to the extent they have deemed appropriate in connection with the transaction contemplated herein. The City has hired Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi, as its municipal advisor in connection with this transaction.

10. Indemnification. If and to the extent permitted by State law, the Issuer and the City agree to indemnify the Underwriter (or any person who controls the Underwriter within the meaning of the Securities Act of 1933, as amended) and hold the Underwriter harmless against any loss, damage, claim, liability or expense (including reasonable cost of defense) arising out of or based upon any allegation that any of the information contained in the Preliminary Official Statement includes any untrue statement of a material fact or omits to state any material fact necessary in order to make statements therein in the light of the circumstances under which they were made not misleading, and will reimburse the Underwriter for any legal or other expenses reasonably incurred by them in investigating, defending or preparing to defend any such action or claim. The indemnity agreement in this paragraph shall be in addition to any liability that the Issuer and/or the City may otherwise have to the Underwriter and shall extend upon the same terms and conditions to the officers, directors, agents or employees of the Underwriter and to each person, if any, who controls the Underwriter within the meaning of the Securities Act of 1933, as amended. Promptly after receipt by the Underwriter of notice of the commencement of any action, the Underwriter shall, if a claim in respect thereof is to be made against the Issuer and/or the City under this paragraph, notify the Issuer and the City in writing of the commencement thereof, but the omission so to notify the Issuer and the City shall not relieve the Issuer and/or the City from any liability which it may have to the Underwriter otherwise than under this paragraph. In case any such action shall be brought against the Underwriter and the Underwriter shall notify the Issuer and the City of the commencement thereof, the Issuer and/or the City shall be entitled to participate therein and, to the extent that one or both wish, to assume the defense thereof, with counsel reasonably satisfactory to such Underwriter and after notice from the Issuer and/or the City to the Underwriter of their election so to assume the defense thereof, the Issuer and/or the City shall not be liable to the Underwriter under this paragraph for any legal or other expenses subsequently incurred by such Underwriter in connection with the defense thereof other than reasonable out-of-pocket costs of any investigation; provided, however, that if the named parties to any such action (including any impleaded parties) include the Underwriter (or its officers, directors, agents or employees, or any person so controlling the Underwriter), the Issuer and/or the City, and the Underwriter (or such officers, directors, agents or employees or any person so controlling the Underwriter) shall have reasonably concluded that there may be one or more legal defenses available to it which are different from or additional to those available to the Issuer or the City, the Underwriter (or such officers, directors, agents or employees or such person so controlling the Underwriter) shall have the right to select separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of the Underwriter (or such officers, directors, agent or employees or such person so controlling the Underwriter), and in such event the said fees and expenses of the Underwriter in defending such action shall be borne by the Issuer and/or the City.

11. Notices. Any notice or other communication to be given to the Issuer and the City under this Bond Purchase Agreement may be given by delivering the same in writing at the addresses set forth above and any notice or other communication to be given to the Underwriter under this Bond Purchase Agreement may be given by delivering the same in writing to Raymond James & Associates, Inc., 1100 Ridgeway Loop, 3rd Floor, Memphis, Tennessee 38120 Attention: Municipal Finance.

12. Parties in Interest. This Bond Purchase Agreement is made solely for the benefit of the Issuer, the City and the Underwriter (including the successors or assigns of the Underwriter), and no other person shall acquire or have any right hereunder or by virtue hereof. All the representations, warranties and agreements of the Issuer, the City, and the Underwriter contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriter, the Issuer and the City; (b) delivery of any payment for the Series 2024 Bonds hereunder; and (c) any termination of this Bond Purchase Agreement.

13. Governing Law. This Bond Purchase Agreement shall be governed by, and construed in accordance with, the laws of the State. This Bond Purchase Agreement shall become effective upon the execution of the acceptance hereof by duly authorized officers of the Issuer and the City and shall be valid and enforceable as of the time of such acceptance.

14. Counterparts. This Bond Purchase Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

15. Entire Agreement. This Bond Purchase Agreement, when accepted by the Issuer and the City in writing as heretofore specified, shall constitute the entire agreement among the parties hereto with respect to the offer and sale of the Series 2024 Bonds and the transactions related thereto, as set forth herein.

16. Underwriter has No Advisory or Fiduciary Role. The Issuer and the City acknowledge and agree that:

(a) The primary role of the Underwriter is to purchase securities, for resale to investors, in an arm's length commercial transaction between the Issuer and the Underwriter and that the Underwriter has financial and other interests that differ from those of the Issuer and the City; and

(b) The Underwriter is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer or the City and has not assumed any advisory or fiduciary responsibility to the Issuer or the City with respect to the transaction contemplated by this Bond Purchase Agreement and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer or the City on other matters); and

(c) The only obligations the Underwriter has to the Issuer and the City with respect to the transaction contemplated hereby are expressly set for in this Bond Purchase Agreement; and

(d) The Issuer and the City have consulted their own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent they deem appropriate. If the Issuer would like a municipal advisor in this transaction that has legal fiduciary duties to the Issuer, then the Issuer is free to engage a municipal advisor to serve in that capacity. The City has employed Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi, as its municipal advisor.

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If you agree with the foregoing, please sign this Bond Purchase Agreement in the space provided below and return one copy so executed to each of the Underwriter, the Issuer and the City, whereby this Bond Purchase Agreement shall then become a binding agreement among the Underwriter, the Issuer and the City.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC., as Underwriter

_____
Lindsey Rea, Managing Director

ACCEPTED:

This ___ day of _____ 2024.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

ACCEPTED:

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

EXHIBIT A

MATURITY SCHEDULE

Date of Maturity (_____ 1)	Principal Amount	Interest Rate	Yield	Price

$,000 @ .00% due ____ 1, 20, Priced to Yield @ % @ %
$,000 @ .00% due ____ 1, 20, Priced to Yield @ % @ %
$,000 @ .00% due _____ 1, 20, Priced to Yield @ % @ %

*Term Series 2024 Bonds. Priced to the par call date of ___ 1, 20___.

EXHIBIT B

REDEMPTION PROVISIONS

If the City directs the Issuer to redeem the Series 2024 Bonds in accordance with the City Bond Resolution, the Issuer has agreed under the Indenture to accept redemption and to redeem the Series 2024 Bonds in accordance with the Indenture.

Optional Redemption. The Series 2024 Bonds (or any portions thereof in integral multiples of $5,000 each) which mature on or after May 1, 20___, are subject to optional redemption prior to their stated date of maturity in whole or in part, in principal amounts and maturities as selected by the Issuer on any date on or after May 1, 20__, at par, plus accrued interest to the date of redemption thereof. Under the Indenture, selection of the Series 2024 Bonds to be redeemed within a maturity will be made by lot by the Trustee.

Mandatory Sinking Fund Redemption. The Series 2024 Bonds maturing May 1, 20__ in the principal amount of $____,000 are subject to mandatory sinking fund redemption, in part, by lot, on May 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

$____,000 Term Series 2024 Bonds
Maturing May 1, 20___
__.00%

Year	Principal Amount
20	$,000
20*	$,000

* Final Maturity

The Series 2024 Bonds maturing May 1, 20__ in the principal amount of $____,000 are subject to mandatory sinking fund redemption, in part, by lot, on May 1, in each of the years set forth below, at one hundred percent (100%) of the principal amount so redeemed or paid, plus accrued interest as set forth below:

$____,000 Term Series 2024 Bonds
Maturing May 1, 20___
__.00%

Year	Principal Amount
20	$,000
20*	$,000

* Final Maturity

EXHIBIT C

DEEMED FINAL CERTIFICATE

$___,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)

Rule 15c2-12 Certificate of the Issuer and the City

The undersigned hereby certify to Raymond James & Associates, Inc. (the "**Underwriter**"), that they are authorized to execute and deliver this Certificate and further certify on behalf of the Mississippi Development Bank (the "**Issuer**") and the City of Hattiesburg, Mississippi (the "**City**"):

(a) This Certificate is delivered to enable the Underwriter to comply with Securities and Exchange Commission Rule 15c2-12, as amended, under the Securities Exchange Act of 1934 (the "**Rule**") in connection with the offering and sale of the Issuer's $___,000,000 Special Obligation, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project), dated the date of delivery thereof (the "**Series 2024 Bonds**").

(b) In connection with the offering and sale of the Series 2024 Bonds, there has been prepared a Preliminary Official Statement, dated _____, 2024, setting forth information concerning the Series 2024 Bonds, the Issuer and the City and certain other matters (the "**Preliminary Official Statement**").

(c) As used herein, "Permitted Omissions" shall mean the offering price(s), interest rate(s), selling compensation, aggregate principal amount, principal amount per maturity, delivery date, ratings and other terms of the Series 2024 Bonds depending on such matters, all with respect to the Series 2024 Bonds.

(d) The information contained in the Preliminary Official Statement is final within the meaning of the Rule as of its date except for the Permitted Omissions.

(e) To the best of the knowledge of the Issuer and the City, the information contained in the Preliminary Official Statement pertaining to the Issuer and the City does not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading.

If, at any time before the earlier of (1) receipt of notice from the Underwriter that Final Official Statements (as defined in the Rule) with respect to the Series 2024 Bonds are no longer required to be delivered under the Rule or (2) 90 days after the underwriting period of the Series 2024 Bonds by the Underwriter, any event occurs as a result of which the information contained in the Final Official Statement would no longer be true and correct or would no longer be the most recently available information, the Issuer or the City shall promptly notify the Underwriter of such event or shall update such information so that it is the most recent available and provide such updated information to the Underwriter.

IN WITNESS WHEREOF, we have hereunto set our hands to be effective this ____ day of _____, 2024.

MISSISSIPPI DEVELOPMENT BANK

By _____
Executive Director

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

EXHIBIT D

$___,000,000
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc. (the "**Underwriter**" and/or "**RJ**"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "**Series 2024 Bonds**").

1. Sale of the General Rule Maturities. As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. Initial Offering Price of the Hold-the-Offering-Price Maturities.

(a) The Underwriter offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "**Initial Offering Prices**") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2024 Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, the Underwriter have agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Series 2024 Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "**hold-the-offering-price rule**"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Series 2024 Bonds during the Holding Period.

3. Defined Terms.

(a) General Rule Maturities means those Maturities of the Series 2024 Bonds listed in Schedule A hereto as the "General Rule Maturities."

(b) Hold-the-Offering-Price Maturities means those Maturities of the Series 2024 Bonds listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) Holding Period means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (_____, 2024), or (ii) the date on which the Underwriter have sold at least

10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) *Issuer* means the Mississippi Development Bank.

(e) *Maturity* means Series 2024 Bonds with the same credit and payment terms. Series 2024 Bonds with different maturity dates, or Series 2024 Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Series 2024 Bonds. The Sale Date of the Series 2024 Bonds is _____, 2024.

(h) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Series 2024 Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Series 2024 Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Series 2024 Bonds to the Public).

4. Yield.

The yield on the Series 2024 Bonds has been calculated to be not less than _____%. The 20___ through 20___ maturities were treated as having been redeemed on the optional redemption dates that produces the lowest yield on such maturities.

5. Weighted Average Maturity.

The weighted average maturity of the Series 2024 Bonds has been calculated to be _____ years.

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Underwriter' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and City of Hattiesburg, Mississippi (the "**City**") with respect to certain of the representations set forth in the Arbitrage Certificate of the Issuer and the City and with respect to compliance with the federal income tax rules affecting the Series 2024 Bonds, and by Butler Snow LLP in connection with rendering its opinion that the interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038, and other federal income tax advice that it may give to the Issuer and the City from time to time relating to the Series 2024 Bonds.

Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
[Name & Title]

Dated: _____, 2024

SCHEDULE A

SALE PRICES OF THE GENERAL RULE MATURITIES AND INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE MATURITIES

General Rule Maturities				
MATURITY (May 1)	**PRINCIPAL AMOUNT**	**INTEREST RATE**	**YIELD**	**REOFFERING PRICE**
Hold the Price Maturities				
MATURITY (May 1)	**PRINCIPAL AMOUNT**	**INTEREST RATE**	**YIELD**	**REOFFERING PRICE**

SCHEDULE B

PRICING WIRE OR EQUIVALENT COMMUNICATION

This Preliminary Official Statement and certain of the information contained herein is in a form deemed final for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (except for the omission of certain information permitted to be omitted under Rule 15c2-12(b)(1)). This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT
DATED APRIL ___, 2024

NEW ISSUE-BOOK-ENTRY ONLY

UNDERLYING RATING – Moody's: "___"
(See "RATING" herein)

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuous compliance with certain covenants described herein, interest on the Series 2024 Bonds (as defined herein) is excludable from gross income for federal tax purposes pursuant to Section 103 of the Code (as defined herein), and such interest is not a specific preference item for purposes of the federal alternative minimum tax; however such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for purposes of computing the alternate minimum tax imposed on such corporations. Such exclusion is conditioned on continuing compliance with certain tax covenants of the Issuer (as defined below) and the City (as defined below). In the opinion of Bond Counsel under existing laws, regulations, rulings and judicial decisions, interest on the Series 2024 Bonds is exempt from all income taxation in the State of Mississippi. See "TAX MATTERS" herein and APPENDIX D - FORM OF OPINION OF BOND COUNSEL hereto.

$____,000*
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)

Dated: Date of Delivery **DUE May 1, as shown on inside front cover**

The Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) (the "**Series 2024 Bonds**"), are being issued by the Mississippi Development Bank (the "**Issuer**"), will be dated the date of delivery thereof and will bear interest from that date to their respective maturities in the amounts and at the rates set forth on the inside cover. The Series 2024 Bonds are issuable only as fully registered bonds and, when issued, will be registered in the name of CEDE & CO., as nominee for The Depository Trust Company, New York, New York ("**DTC**"). Purchases of beneficial interests in the Series 2024 Bonds will be made in book-entry-only form, in the denomination of $5,000 or any integral multiple thereof. Purchasers of beneficial interests in the Series 2024 Bonds will not receive physical delivery of certificates representing their interests in the Series 2024 Bonds. Interest on the Series 2024 Bonds is payable on May 1 and November 1 of each year, commencing November 1, 2024*. So long as DTC or its nominee is the Registered Owner of the Series 2024 Bonds, interest, together with the principal of and redemption premium, if any, on the Series 2024 Bonds will be paid directly to DTC by Hancock Whitney Bank, Ridgeland, Mississippi, as Trustee under the Indenture, all as defined and more fully described herein under the caption, "DESCRIPTION OF THE SERIES 2024 BONDS -- Book-Entry-Only System."

The Series 2024 Bonds are issued by the Issuer for the principal purpose of providing funds for the purchase of the City Bond (as defined herein) being issued by the City of Hattiesburg, Mississippi (the "**City**") and paying the costs of borrowing, as more fully described in this Official Statement.

The Series 2024 Bonds are subject to redemption prior to maturity as more fully described herein. See "DESCRIPTION OF THE SERIES 2024 BONDS -- Redemption."

THE SERIES 2024 BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE ISSUER AND ARE PAYABLE SOLELY OUT OF THE TRUST ESTATE OF THE ISSUER PLEDGED THEREFOR UNDER THE INDENTURE, INCLUDING THE CITY BOND AND PAYMENTS DERIVED THEREFROM, AS MORE FULLY DESCRIBED HEREIN. THE SERIES 2024 BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR LOAN OF THE CREDIT OF THE ISSUER, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF UNDER THE CONSTITUTION AND LAWS OF THE STATE OF MISSISSIPPI, OR A PLEDGE OF THE FULL FAITH AND CREDIT, TAXING POWER OR MORAL OBLIGATION OF THE ISSUER, THE STATE OF MISSISSIPPI OR ANY POLITICAL SUBDIVISION THEREOF; PROVIDED, HOWEVER, THAT THE CITY BOND IS SECURED BY THE FULL FAITH AND CREDIT AND TAXING POWER OF THE CITY. THE SOURCES OF PAYMENT OF, AND SECURITY FOR, THE SERIES 2024 BONDS ARE MORE FULLY DESCRIBED HEREIN. THE ISSUER HAS NO TAXING POWER.

THIS COVER PAGE CONTAINS CERTAIN INFORMATION FOR QUICK REFERENCE ONLY. IT IS NOT A SUMMARY OF THIS ISSUE. PROSPECTIVE INVESTORS MUST READ THE ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2024 Bonds are offered subject to the final approval of the legality thereof by Butler Snow LLP, Ridgeland, Mississippi, Bond Counsel. Certain legal matters will be passed upon for the Issuer by Balch & Bingham LLP, Jackson, Mississippi, its counsel, and for the City by Moran M. Pope III, Esquire, Hattiesburg, Mississippi. Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi, serves as the Municipal Advisor to the Issuer in connection with the sale and issuance of the Series 2024 Bonds. The Series 2024 Bonds are expected to be available in definitive form for delivery on or about May 22, 2024*

RAYMOND JAMES®

The date of this Official Statement is _____, 2024.

*Preliminary, subject to change.

SERIES 2024 BONDS

MATURITY SCHEDULE[1]

Year of Maturity	Principal Amount[1]	Interest Rate	Yield	CUSIP*
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				

* The CUSIP numbers listed above are being provided solely for the convenience of the holders of the Series 2024 Bonds only, and the Issuer, the City and the Underwriter does not make any representation with respect to such CUSIP numbers or undertake any responsibility for their accuracy. The CUSIP numbers are subject to being changed after the issuance of the Series 2024 Bonds as a result of various subsequent actions, including but not limited to a refunding in whole or in part of the Series 2024 Bonds.

[1] Preliminary, subject to change.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFERING OF ANY SECURITY OTHER THAN THE ORIGINAL OFFERING OF THE SERIES 2024 BONDS IDENTIFIED ON THE COVER HEREOF. NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATION OTHER THAN THAT CONTAINED IN THIS OFFICIAL STATEMENT, AND IF GIVEN OR MADE SUCH OTHER INFORMATION OR REPRESENTATION MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2024 BONDS BY ANY PERSON, IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION AND EXPRESSION OF OPINIONS HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR THE SALE OF ANY OF THE SERIES 2024 BONDS SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THE INFORMATION HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE HEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT. THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS A PART OF, ITS RESPONSIBILITIES UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. INFORMATION HEREIN HAS BEEN OBTAINED FROM THE ISSUER, THE CITY, DTC AND OTHER SOURCES BELIEVED TO BE RELIABLE, BUT THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION IS NOT GUARANTEED BY THE UNDERWRITER.

UPON ISSUANCE, THE SERIES 2024 BONDS WILL NOT BE REGISTERED BY THE ISSUER UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY, OTHER THAN THE ISSUER (TO THE EXTENT DESCRIBED HEREIN), WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT OR APPROVED THE SERIES 2024 BONDS FOR SALE.

THIS OFFICIAL STATEMENT IS NOT TO BE CONSTRUED AS A CONTRACT OR AGREEMENT BETWEEN THE ISSUER AND THE PURCHASERS OR HOLDERS OF THE SERIES 2024 BONDS. ALL ESTIMATES AND ASSUMPTIONS CONTAINED HEREIN ARE BELIEVED TO BE REASONABLE, BUT NO REPRESENTATION IS MADE THAT SUCH ESTIMATES OR ASSUMPTIONS ARE CORRECT OR WILL BE REALIZED.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2024 BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE PRICES AT WHICH THE SERIES 2024 BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITER (AND THE YIELDS RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES OR YIELDS APPEARING ON THE INSIDE COVER PAGE HEREOF. IN ADDITION, THE UNDERWRITER MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES TO DEALERS AND OTHERS.

THIS OFFICIAL STATEMENT CONTAINS FORECASTS, PROJECTIONS AND ESTIMATES THAT ARE BASED ON EXPECTATIONS AND ASSUMPTIONS WHICH EXISTED AT THE TIME SUCH FORECASTS, PROJECTIONS AND ESTIMATES WERE PREPARED. IN LIGHT OF THE IMPORTANT FACTORS THAT MAY MATERIALLY AFFECT ECONOMIC CONDITIONS OF THE STATE, THE UNITED STATES OF AMERICA, AND THE CITY THE INCLUSION IN THIS OFFICIAL

STATEMENT OF SUCH FORECASTS, PROJECTIONS AND ESTIMATES SHOULD NOT BE REGARDED AS A REPRESENTATION BY THE ISSUER, THE CITY OR THE UNDERWRITER THAT SUCH FORECASTS, PROJECTIONS AND ESTIMATES WILL OCCUR. SUCH FORECASTS, PROJECTIONS AND ESTIMATES ARE NOT INTENDED AS REPRESENTATIONS OF FACT OR GUARANTEES OF RESULTS.

IF AND WHEN INCLUDED IN THIS OFFICIAL STATEMENT, THE WORDS "EXPECTS," "FORECASTS," "PROJECTS," "INTENDS," "ANTICIPATES, "ESTIMATES" AND ANALOGOUS EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS AND ANY SUCH STATEMENTS INHERENTLY ARE SUBJECT TO A VARIETY OF RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE PROJECTED. SUCH RISKS AND UNCERTAINTIES INCLUDE, AMONG OTHERS, GENERAL ECONOMIC AND BUSINESS CONDITIONS, CHANGES IN POLITICAL, SOCIAL AND ECONOMIC CONDITIONS, REGULATORY INITIATIVES AND COMPLIANCE WITH GOVERNMENTAL REGULATIONS, LITIGATION AND VARIOUS OTHER EVENTS, CONDITIONS AND CIRCUMSTANCES, MANY OF WHICH ARE BEYOND THE CONTROL OF THE ISSUER AND THE CITY. THESE FORWARD-LOOKING STATEMENTS SPEAK ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT. THE ISSUER DISCLAIMS ANY OBLIGATION OR UNDERTAKING TO RELEASE PUBLICLY ANY UPDATES OR REVISIONS TO ANY FORWARD-LOOKING STATEMENT CONTAINED HEREIN TO REFLECT ANY CHANGE IN THE ISSUER'S EXPECTATIONS WITH REGARD THERETO OR ANY CHANGE IN EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH ANY SUCH STATEMENT IS BASED.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE CAPTIONS AND HEADINGS IN THIS OFFICIAL STATEMENT ARE FOR CONVENIENCE OF REFERENCE ONLY, AND IN NO WAY DEFINE, LIMIT OR DESCRIBE THE SCOPE OR INTENT, OR AFFECT THE MEANING OR CONSTRUCTION, OF ANY PROVISION OR SECTIONS OF THIS OFFICIAL STATEMENT. THE OFFERING OF THE SERIES 2024 BONDS IS MADE ONLY BY MEANS OF THIS OFFICIAL STATEMENT.

THIS OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND PRINTED FORM ("ORIGINAL BOUND FORMAT") OR IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM. THIS OFFICIAL STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR IS PRINTED IN ITS ENTIRETY FROM SUCH WEBSITE.

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TABLE OF CONTENTS

Page

INTRODUCTION....1

- The Issuer....1
- Sources of Payment and Security for the Series 2024 Bonds....1
- Purpose of the Series 2024 Bonds....2
- Authority for Issuance....2
- Description of the Series 2024 Bonds....2
- Tax Matters....3
- Professionals Involved in the Offering....3
- Offering and Delivery of the Series 2024 Bonds....3
- Risks to the Owners of the Series 2024 Bonds....3
- Other Information....4
- Format of Official Statement....4

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 Bonds....5

- General....5
- The City and the City Bond....5
- Provisions for Payment of the City Bond....5

RISKS TO THE OWNERS OF THE SERIES 2024 Bonds....7

- General....7
- City Bond....7
- Tax Covenants....7
- Remedies....7
- Failure to Compel the Levy of Taxes on the City Bond....9

DESCRIPTION OF THE SERIES 2024 Bonds....10

- General Description....10
- Book-Entry-Only System....11
- Redemption....14

APPLICATION OF THE PROCEEDS OF THE SERIES 2024 Bonds....15

THE MISSISSIPPI DEVELOPMENT BANK....15

- General....15
- Organization and Membership of the Issuer....16
- Prior Bonds of Issuer....16

REVENUES, FUNDS AND ACCOUNTS....17

Creation of Funds and Accounts 17
Deposit of Net Proceeds of the Series 2024 Bonds, Revenues and Other Receipts....17

OPERATION OF FUNDS AND ACCOUNTS....17

General Fund....17
Rebate Fund 18
Amounts Remaining in Funds....19
Investment of Funds 19

THE SERIES 2024 BONDS AS LEGAL INVESTMENTS....20

LITIGATION 20

TAX MATTERS....20

LEGAL MATTERS....23

RATING....23

PENSION PLAN....24

POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS 24

INDEPENDENT AUDITORS 24

CONTINUING DISCLOSURE....25

MUNICIPAL ADVISOR....25

UNDERWRITING....26

VALIDATION 26

MISCELLANEOUS 26

APPENDIX A - INFORMATION CONCERNING THE CITY
APPENDIX B - FINANCIAL INFORMATION OF THE CITY
APPENDIX C - FORM OF THE CITY BOND RESOLUTION AND THE CITY BOND
APPENDIX D - FORM OF BOND COUNSEL OPINION
APPENDIX E - CERTAIN DEFINITIONS
APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL STATEMENT

$____,000*
MISSISSIPPI DEVELOPMENT BANK
SPECIAL OBLIGATION BONDS, SERIES 2024
(CITY OF HATTIESBURG, MISSISSIPPI PUBLIC IMPROVEMENT GENERAL OBLIGATION BOND PROJECT)

INTRODUCTION

The purpose of this Official Statement, including its APPENDICES, is to set forth certain information concerning the sale and issuance by the Mississippi Development Bank (the "**Issuer**") of its Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) (the "**Series 2024 Bonds**"), issued in the aggregate principal amount of $____,000*.

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and all APPENDICES hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Series 2024 Bonds to potential investors is made only by means of the entire Official Statement.

The Issuer

The Issuer was established in 1986 as a separate body corporate and politic of the State of Mississippi (the "**State**") for the public purposes set forth under the provisions of Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended (the "**Issuer Act**"). The Issuer is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power. The Issuer is governed by a Board of Directors composed of nine (9) members.

Pursuant to the Issuer Act, the purpose of the Issuer is to assist "local governmental units," as defined in the Issuer Act to be (i) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State of Mississippi, (ii) the State of Mississippi or any agency thereof, (iii) the institutions of higher learning of the State of Mississippi, (iv) any education building corporation established for institutions of higher learning, or (v) any other governmental unit created under state law, such as the City, through programs of purchasing the bonds, notes or evidences of indebtedness of such local governmental units under agreements between such local governmental units and the Issuer. The entity described in **APPENDIX A** (the "**City**") is such a local governmental unit.

Sources of Payment and Security for the Series 2024 Bonds

The Series 2024 Bonds will be issued by and under and secured by an Indenture of Trust, dated the date of delivery (the "**Indenture**"), by and between the Issuer and Hancock Whitney Bank, in Ridgeland, Mississippi, as Trustee (the "**Trustee**"). The principal of, redemption premium, if any, and interest on any and all of the Series 2024 Bonds, together with any additional bonds or refunding bonds (the "**Refunding Bonds**") that may be authorized and issued by the Issuer under the Indenture on a parity

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* Preliminary, subject to change.

with the Series 2024 Bonds (collectively, the "**Bonds**"), are payable from those revenues and funds of the Issuer which, together with the general obligation bond issued by the City (the "**City Bond**"), as defined and described herein, pursuant to Sections 21-33-301 et seq., Mississippi Code of 1972, as amended (the "**City Bond Act**" and together with the Issuer Act, the "**Act**"), are pledged pursuant to the Indenture for the benefit of the owners of the Series 2024 Bonds without priority. The full faith and credit and taxing power of the State are not pledged to the payment of the principal of, premium, if any, and interest on any of the Series 2024 Bonds. The Series 2024 Bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit, moral obligation of the State or of any political subdivision; provided, however, that the City Bond is secured by the full faith and credit and taxing power of the City. The Issuer has no taxing power and has only those powers and sources of revenue set forth in the Issuer Act. The Series 2024 Bonds are issued and secured separately from any other obligations issued by the Issuer.

The Series 2024 Bonds are secured by the pledge of the Trust Estate established under the Indenture (the "**Trust Estate**"), defined to be (i) all cash and securities in the funds and accounts established by the Indenture (other than the Rebate Fund, as described herein) (the "**Funds**" and "**Accounts**") and the investment earnings thereon (other than the Rebate Fund) and all proceeds thereof (other than the Rebate Fund or any amounts which are transferred from such Funds and Accounts from time to time in accordance with the Indenture), (ii) the City Bond acquired and held by the Trustee pursuant to the Indenture, all the payments thereunder, and the earnings thereon and the proceeds thereof, and (iii) all funds, accounts and moneys hereinafter pledged to the Trustee as security by the Issuer. All Series 2024 Bonds will be secured equally and ratably by all of the foregoing. The sources of payment for the Series 2024 Bonds are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS," and "**APPENDIX C**."

The principal of and interest on the City Bond are payable out of certain revenues as hereinafter defined. The following City Bond is scheduled to be purchased with proceeds of the Series 2024 Bonds: $____,000 City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024 (the "**City Bond**"). The sources of payment on the City Bond are further described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS" and "**APPENDIX C**."

Purpose of the Series 2024 Bonds

The Series 2024 Bonds are being issued pursuant to the Act to purchase the City Bond to provide funds to the City for any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (together, the "**Project**").

Authority for Issuance

The Series 2024 Bonds are issued pursuant to the provisions of the Act and the Indenture.

Description of the Series 2024 Bonds

Redemption. The Series 2024 Bonds are subject to redemption as set forth hereinafter under the caption "DESCRIPTION OF THE SERIES 2024 BONDS -- Redemption."

Denominations. The Series 2024 Bonds will be issued in denominations of $5,000 or any integral multiple thereof.

Registration, Transfers, and Exchanges. The Series 2024 Bonds will be issued only as fully registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee for DTC. Purchases of beneficial interests in the Series 2024 Bonds will be made in book entry only form. Purchasers of beneficial interests in the Series 2024 Bonds will not receive physical delivery of certificates representing their respective interests in the Series 2024 Bonds.

Payments. Interest on the Series 2024 Bonds is payable on May 1 and November 1 of each year, and, so long as DTC or its nominee is the Registered Owner of the Series 2024 Bonds, such interest, together with the principal of and redemption premium, if any, on the Series 2024 Bonds will be paid directly to DTC by the Trustee under the Indenture. The final disbursement of such payments to the Beneficial Owners of the Series 2024 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, all as more fully defined and described herein under the caption "DESCRIPTION OF THE SERIES 2024 BONDS -- Book-Entry-Only System."

For a more complete description of the Series 2024 Bonds and the basic documentation pursuant to which the Series 2024 Bonds are being issued, see the captions "DESCRIPTION OF THE SERIES 2024 BONDS," "REVENUES, FUNDS AND ACCOUNTS," and "OPERATION OF FUNDS AND ACCOUNTS," in this Official Statement.

Tax Matters

In the opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2024 Bonds is excludable from gross income for federal tax purposes, with such exclusion conditioned upon continuing compliance with certain tax covenants of the Issuer and the City, and under existing laws, regulations, rulings, and judicial decisions, interest on the Series 2024 Bonds is exempt from all income taxation in the State. Interest on the Series 2024 Bonds is not a specific preference item for purposes of federal alternative minimum taxes. For a more complete description of such opinion and certain other tax consequences incident to the ownership of the Series 2024 Bonds, see the captions "TAX MATTERS" herein. Also, see "**APPENDIX D**" for the proposed form of opinion of Bond Counsel.

Professionals Involved in the Offering

Hancock Whitney Bank, Ridgeland, Mississippi will act as Trustee under the Indenture for the Series 2024 Bonds. Municipal Advisors of Mississippi, Inc., Gulfport, Mississippi, is employed as Municipal Advisor to the Issuer (the "**Municipal Advisor**") with respect to the Series 2024 Bonds. Certain proceedings in connection with the issuance of the Series 2024 Bonds are subject to the approval of Bond Counsel. Certain legal matters will be passed upon for the Issuer by Balch & Bingham LLP, Jackson, Mississippi and for the City by Moran M. Pope III, Esquire, Hattiesburg, Mississippi. See the caption "LEGAL MATTERS" and "MISCELLANEOUS" in this Official Statement.

Offering and Delivery of the Series 2024 Bonds

Subject to the final approval of the legality thereof by Bond Counsel, the Series 2024 Bonds are expected to be available in definitive form for delivery on or about May 22, 2024*.

Risks to the Owners of the Series 2024 Bonds

* Preliminary, subject to change.

There are certain risks involved in the ownership of the Series 2024 Bonds which should be considered by prospective purchasers. The ability of the Issuer to pay principal of, redemption premium, if any, and interest on the Series 2024 Bonds depends primarily upon the receipt by the Issuer of City Bond payments (the "**City Bond Payments**") from the City participating in the program (the "**Program**") which is obligated to make such payments to the Issuer, together with investment earnings on certain amounts in the Funds and Accounts defined in and established under the Indenture. There can be no representation or assurance that the City will realize sufficient Revenues to make the required City Bond Payments. See the caption, "SECURITY AND SOURCES OF PAYMENT." Failure of the Issuer and/or the City to comply with certain tax covenants may also adversely affect the exempt status of the interest on all of the Series 2024 Bonds. See the caption "RISKS TO THE OWNERS OF THE SERIES 2024 BONDS" in this Official Statement.

Other Information

This Official Statement speaks only as of its date, and certain information contained herein is subject to change.

Copies of other documents and information are available, upon request, and upon payment to the Issuer of a charge for copying, mailing, and handling, from Larry W. Mobley, Executive Director, Mississippi Development Bank, 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

NO DEALER, BROKER, SALESMAN OR OTHER REPRESENTATIVE OF THE UNDERWRITER OR OTHER PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS OFFICIAL STATEMENT, AND, IF GIVEN OR MADE, SUCH OTHER INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON. THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE AN OFFER TO SELL OR THE SOLICITATION OF AN OFFER TO BUY, AND THERE SHALL NOT BE ANY SALE OF THE SERIES 2024 BONDS BY ANY PERSON IN ANY JURISDICTION IN WHICH IT IS UNLAWFUL FOR SUCH PERSON TO MAKE SUCH OFFER, SOLICITATION OR SALE. THE INFORMATION SET FORTH HEREIN HAS BEEN OBTAINED FROM THE ISSUER, THE CITY, DTC AND OTHER SOURCES WHICH ARE BELIEVED TO BE RELIABLE, BUT IT IS NOT GUARANTEED AS TO ACCURACY OR COMPLETENESS. THE INFORMATION AND EXPRESSIONS OF OPINION HEREIN ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND NEITHER THE DELIVERY OF THIS OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCES, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER SINCE THE DATE HEREOF.

THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

Format of Official Statement

There follows in this Official Statement a description of the security and sources of payment for the Series 2024 Bonds, the purposes and operation of the Issuer's program to be financed out of the proceeds of the Series 2024 Bonds, the Issuer, and summaries of certain provisions of the Series 2024 Bonds, the Indenture and certain provisions of the Act. All discussions of the Act and the Indenture are qualified in their entirety by reference to the Act, copies of which are available from the Issuer, and all discussions of the Series 2024 Bonds are qualified in their entirety by reference to the definitive form and the information with respect to the Series 2024 Bonds contained in the Indenture. Certain information

relating to the City is set forth in "**APPENDIX A - INFORMATION CONCERNING THE CITY**," certain financial information on the City is included in "**APPENDIX B - FINANCIAL INFORMATION OF THE CITY**," the proposed form of opinion of Bond Counsel with respect to the Series 2024 Bonds is set forth in "**APPENDIX D - FORM OF BOND COUNSEL OPINION**", and the form of the continuing disclosure certificate of the City is set forth in "**APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE**," and certain definitions used herein are set forth in **APPENDIX E - CERTAIN DEFINITIONS**". Each of the APPENDICES to this Official Statement is an integral part of this Official Statement and should be read in its entirety by any and all owners or prospective owners of the Series 2024 Bonds.

Capitalized terms not defined herein shall have the definitions set forth in "**APPENDIX E - CERTAIN DEFINITIONS**."

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS

General

The Series 2024 Bonds are payable only out of the Trust Estate. The Indenture creates a continuing pledge of and lien upon the Trust Estate to secure the full and final payment of the principal of, premium, if any, and interest on all of the Series 2024 Bonds. The Series 2024 Bonds do not constitute a debt, liability or loan of the credit of the State or any political subdivision thereof under the constitution of the State or a pledge of the full faith and credit and taxing power or moral obligation of the State or any political subdivision thereof; provided, however, that the City Bond is a general obligation of the City, as described herein. The Issuer has no taxing power. The sources of payment of, and security for, the Series 2024 Bonds are more fully described below.

Under the Indenture, the Series 2024 Bonds are secured by a pledge to the Trustee of the City Bond and all City Bond Payments, as described herein. In addition, the Indenture pledges to the payment of the Series 2024 Bonds all proceeds of the Trust Estate, including without limitation all cash and securities held in the Funds and Accounts created by the Indenture, except for the Rebate Fund, together with investment earnings thereon and proceeds thereof (except to the extent transferred to the Rebate Fund or from such Funds and Accounts under the Indenture), and all other funds, accounts and moneys to be pledged by the Issuer to the Trustee as security under the Indenture, to the extent of any such pledge.

The City and the City Bond

From the proceeds of the Series 2024 Bonds, the Issuer intends to purchase and, upon purchase, will pledge to the Trustee the City Bond of the City, as described in "**APPENDIX C**."

Provisions for Payment of the City Bond

The City Bond will be a general obligation of the City. The City Bond Resolution provides that the City is unconditionally obligated to make payments secured by the full faith and credit of the City in an aggregate amount sufficient, with any other funds available therefor, for the payment in full of the principal of, premium, if any, and interest on all Series 2024 Bonds issued and Outstanding under the Indenture, to the date of payment thereof, and certain costs, expenses and charges of the Issuer and the Trustee.

In the City Bond Resolution, the City covenants to levy a direct, continuing special tax upon all of the taxable property within the geographical limits of the City, adequate and sufficient, after allowance

shall have been made for the expenses of collection and delinquencies in the payment of taxes, to produce sums required for the payment of the principal of premium, if any, and the interest on the City Bond and any additional obligations of the City under the City Bond Resolution; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the 2024 Bond Fund, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution, including, but not limited to, a pledge of the revenues of combined water and sewer system of the City, which pledge shall be in addition to the pledge of the full faith and credit of the City. Said tax shall be extended upon the tax rolls and collected in the same manner and at the same time as other taxes of the City are collected, and the rate of tax which shall be so extended shall be sufficient in each year fully to produce the sums required as aforesaid, without limitation as to time, rate or amount. The avails of said tax are irrevocably pledged in the City Bond Resolution for the payment of the principal of, premium, if any, and interest on the City Bond and any additional obligations of the City as aforesaid as the same shall respectively mature and accrue, including, but not limited to, revenues of the natural gas system of the City and revenues of the combined water and sewer system of the City.

The City Bond will never, within the meaning of any constitutional or statutory limitation, be a debt, liability, or obligation of the State or any political subdivision of the State other than the City, and neither the full faith and credit nor taxing power or moral obligation of the State or any political subdivision thereof is pledged to the payment of the principal, premium, if any, and interest on the City Bond; provided, however, that the City Bond is a general obligation of the City. The City Bond initially issued under the City Bond Resolution shall be issued for the purposes of providing funds to finance costs of the (i) Project; and (ii) payment of costs of issuance of the Series 2024 Bonds and the City Bond.

The issuance of the City Bond shall be authorized by resolution of the Mayor and City Council of the City (the "**Governing Body**") adopted pursuant to the Act. See "**APPENDIX C**" for further description of the City Bond.

RISKS TO THE OWNERS OF THE SERIES 2024 BONDS

General

The Series 2024 Bonds will be payable solely from the payments to be made by the Issuer under the Indenture. Pursuant to the Indenture, such payments are limited to City Bond Payments payable by the City on the City Bond pursuant to the City Bond Resolution. No reserve fund has been established for the payment of debt service on the Series 2024 Bonds or the City Bond. Purchasers of the Series 2024 Bonds are advised of certain risk factors with respect to the City Bond.

In addition, purchasers of the Series 2024 Bonds are advised of certain additional information in connection with the City as set forth in "**APPENDIX A**" and "**APPENDIX B**."

City Bond

The ability of the Issuer to pay principal of, redemption premium, if any, and interest on the Series 2024 Bonds depends primarily upon the receipt by the Issuer of City Bond Payments from the City which is obligated under the City Bond Resolution to make such payments to the Issuer, together with earnings on the amounts in the Funds and Accounts created under the Indenture sufficient to make such payments. There is no Indenture Fund or Account which is required to contain amounts to make up for any deficiencies in the event of one or more defaults by the City in making such City Bond Payments, and there is no source from which the General Fund will be replenished except the City Bond Payments and investment income on moneys in the Funds and Accounts; and further, no reserve fund is created in the Indenture or the City Bond Resolution to pay debt service on the Series 2024 Bonds or the City Bond.

Tax Covenants

The Issuer has covenanted under the Indenture that it will comply with certain requirements under the Internal Revenue Code of 1986, as amended (the "**Code**") to ensure the continuing excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds. Failure by the Issuer to comply with such covenants could cause the interest on the Series 2024 Bonds to be taxable retroactive to the date of issuance of the Series 2024 Bonds. Further, the City has covenanted in the City Bond Resolution that it will comply with certain requirements under the Code to ensure the continuing excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds. Failure by the City to comply with such requirements could cause the interest on the Series 2024 Bonds to be taxable retroactive to the date of issuance of the Series 2024 Bonds. See also "TAX MATTERS" herein.

Remedies

The remedies available to the Trustee, to the Issuer or to the owners of the Series 2024 Bonds upon an "event of default" under the Indenture or under the terms of the City Bond purchased by the Issuer are in many respects dependent upon judicial actions which are often subject to discretion and delay.

The pledge of the full faith and credit and taxing power of the City for payment of the City Bond granted by the Governing Body in the City Bond Resolution may be limited by a number of factors, including the ability to collect levied taxes. Under current law, such a pledge and assignment as attempted to be effected by the City Bond Resolution may be further limited by the following: (a) statutory liens; (b) rights arising in favor of the United States of America or any agency thereof; (c) prohibitions against assignment set forth in federal statutes; (d) constructive trusts, equitable liens or other

rights which might be impressed or conferred by any state or federal court in the exercise of equitable jurisdiction; (e) the Bankruptcy Code (as hereinafter defined) affecting taxes and other revenues of the City received within 90 days preceding and after any effectual institution of bankruptcy, liquidation or reorganization proceedings by or against the City; (f) rights of third parties in revenues converted to cash and not in the possession of the Trustee; and (g) sales, liens and/or pledges made by the City. If an "event of default" does occur, it is uncertain that the Trustee could successfully obtain an adequate remedy at law or in equity.

The City is a "Municipality" as that term is defined in Title 11 of the United States Code (the "**Bankruptcy Code**"). Section 109(c) of the Bankruptcy Code prescribes the conditions and circumstances under which a Municipality may file a petition for relief under the Bankruptcy Code. As a debtor, a Municipality may only file for relief pursuant to Chapter 9 of the Bankruptcy Code ("**Chapter 9**"). Pursuant to Section 303(a) of the Bankruptcy Code, no creditor or judgment holder of a Municipality may file a Chapter 9 petition on behalf of a Municipality.

Pursuant to Section 109(c)(2) of the Bankruptcy Code, before a Municipality may file a petition under Chapter 9 of the Bankruptcy Code, a Municipality must be specifically authorized by (a) state law or (b) a governmental officer or organization empowered to authorize such a filing. Accordingly, before a Municipality in the State may file for Chapter 9 protection, it must have specific authority granted to it. Currently, there is no State statute that prescribes, authorizes or otherwise contains authorization for any Municipality to file for Chapter 9 protection, or delegates such authority to a governmental officer or organization. As such, in order for a Municipality of the State, including the City, to file for Chapter 9 relief, the Municipality must obtain specific authority from the State Legislature.

The State Legislature is comprised of the Senate and the House of Representatives. The Senate is composed of 52 members, and the House of Representatives consists of 122 members. Each member of each chamber is elected to a four-year term. In the State, the Legislature convenes annually on the first Tuesday after the first Monday each January. Regular sessions of the State Legislature last 90 days in all years of an administration except for the first session after a new governor has been elected, when a 125-day session is held.

In order to obtain specific authority from the State Legislature to file for relief pursuant to Chapter 9, a Municipality would have to request both houses of the State Legislature during the annual session of the State Legislature or a special session of the State Legislature called for such purpose to approve a bill authorizing the Municipality to file for relief pursuant to Chapter 9 and such bill would have to be signed into law by the Governor of the State. There is no appeal process or any other proceeding under current State law that the Municipality may pursue if such requested specific authority is not granted by the State Legislature.

In the event the City were to become a debtor under the United States Bankruptcy Code, payments under the City Bond may be stayed or under certain circumstances may be subject to avoidance or disgorgement and the interest of the Trustee in such payments may not extend to payments required after the commencement of such bankruptcy case or within 90 days prior thereto. Under existing constitutional and statutory law and judicial decisions, including the United States Bankruptcy Code, the remedies provided in the Indenture and the City Bond Resolution may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

Furthermore, if a bankruptcy court concludes that the Trustee has "adequate protection," it may enter orders affecting the security of the Trustee, including orders providing for the substitution, subordination and sale of the security of the Trustee. In addition, a reorganization plan may be adopted even though it has not been accepted by the Trustee if the Trustee is provided with the benefit of its original lien or the "indubitable equivalent." Thus, in the event of the bankruptcy of the City, the amount realized by the Trustee may depend on the bankruptcy court's interpretation of "indubitable equivalent" and "adequate protection" under the then existing circumstances. The bankruptcy court may also have the power to invalidate certain provisions of the City Bond Resolution, the City Bond or related documents that make bankruptcy and related proceedings by the City an "event of default" thereunder. All of these events would adversely affect the payment of debt service on the Series 2024 Bonds.

Failure to Compel the Levy of Taxes on the City Bond

The City Bond will be a general obligation of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to rate or amount upon the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated *pro tanto* to the extent the City on or prior to September 1 of that year has transferred money to the 2024 Bond Fund (as defined in the City Bond Resolution), or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the City Bond Resolution, including, but not limited to, a pledge of the revenues of the combined water and sewer system of the City, which pledge shall be in addition to the pledge of the full faith and credit of the City. The City, when necessary, will levy annually a special tax upon all taxable property within the geographical limits of the City adequate and sufficient to provide for the payment of the principal of and the interest of the City Bond as the same falls due.

The qualified electors of the State of Mississippi voted in a general election held on November 7, 1995, to amend the Mississippi Constitution of 1890 (the "**Constitution**") to add the following new Section 172A (the "**Amendment**"):

> SECTION 172A. Neither the Supreme Court nor any inferior court of this state shall have the power to instruct or order the state or any political subdivision thereof, or an official of the state or any political subdivision, to levy or increase taxes.

The Amendment does not affect the underlying obligation to pay the principal of and interest on the City Bond as it matures and becomes due, nor does it affect the obligation to levy a tax sufficient to accomplish that purpose. However, even though it appears that the Amendment was not intended to affect remedies of a holder of the City Bond in the event of a payment default, it potentially prevents such holder from obtaining a writ of mandamus to compel the levying of taxes to pay the principal of and interest on the City Bond in a Court of the State of Mississippi. It is not certain whether the Amendment would affect the right of a Federal Court to direct the levy of a tax to satisfy a contractual obligation. Other effective remedies are available to the holder of the City Bond in the event of a payment default with respect to the City Bond. For example, such holder can seek a writ of mandamus to compel the City to use any legally available moneys to pay the debt service on the City Bond, and if such writ of mandamus is issued and public officials fail to comply with such writ, then such public officials may be held in contempt of court. In addition, pursuant to Mississippi Constitution §175, all public officials who are guilty of willful neglect of duty may be removed from office.

Certain information relating to the City is set forth in "**APPENDIX A - INFORMATION ON THE CITY**" and certain financial information on the City is included in "**APPENDIX B - FINANCIAL INFORMATION OF THE CITY**."

Cyber Security Management

The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations and faces multiple cyber security threats including, but not limited to, hacking, phishing, viruses, malware and other attacks on its computing and other digital networks and systems (collectively, "**Systems Technology**"). As a recipient and provider of sensitive information, the City may be the target of cyber security incidents that could result in adverse consequences to the City and its Systems Technology, requiring a response action to mitigate the consequences. The City has in place daily backup processes to help mitigate the eventuality of these risks. The City has structured their "technology" environment based upon best practice Zero Trust standards to mitigate these risks.

Cyber security incidents could result from unintentional events or from deliberate attacks by unauthorized entities or individuals attempting to gain access to the City's Systems Technology for the purposes of misappropriating assets or information or causing operational disruption and damage. The City has implemented certain controls, including data and network security measures, malware protection, security configuration, website filtering and protection, and user training, to mitigate the risk of cyber security breaches from internal sources or activities. The City has personnel policies in place for the City's computer systems and networks detailing the security of the systems by only designated personnel and password securities in place by user.

DESCRIPTION OF THE SERIES 2024 BONDS

General Description

The Series 2024 Bonds are issuable under the Indenture as fully registered bonds. When issued, the Series 2024 Bonds will be registered in the name of and held by Cede & Co., as nominee for DTC. Purchases of beneficial interests from DTC in the Series 2024 Bonds will be made in book-entry-only form (without certificates) in the denomination of $5,000 or any integral multiple thereof (see the heading, "Book-Entry-Only System" under this caption).

The Series 2024 Bonds will mature in the amounts and on the dates, and bear interest at the rates per annum, set forth on the inside front cover page of this Official Statement. Interest on the Series 2024 Bonds will be payable semiannually on May 1 and November 1 of each year, commencing November 1, 2024. Interest will be calculated on the basis of a 360-day year consisting of twelve thirty-day months.

Each Series 2024 Bond will be dated the day of delivery. If any Series 2024 Bond is authenticated on or prior to the day of delivery, it will bear interest from such date. Each Series 2024 Bond authenticated after the day of delivery, will bear interest from the most recent date on which interest was payable (the "**Interest Payment Date**") and has been paid on or prior to the date of authentication of such Series 2024 Bond, unless such Series 2024 Bond is authenticated after the fifteenth day of the calendar month preceding an Interest Payment Date (the "**Record Date**") and on or prior to the next following Interest Payment Date, in which case such Series 2024 Bond will bear interest from such following Interest Payment Date.

So long as DTC or its nominee is the Registered Owner of the Series 2024 Bonds, payments of the principal of, redemption premium, if any, and interest on the Series 2024 Bonds will be made directly by the Trustee by wire transfer of funds to Cede & Co., as nominee for DTC. Disbursement of such payments to the participants of DTC (the "**DTC Participants**") will be the sole responsibility of DTC,

and the ultimate disbursement of such payments to the Beneficial Owners, as defined herein, of the Series 2024 Bonds will be the responsibility of the DTC Participants and the Indirect Participants, as defined herein. See the heading, "Book-Entry-Only System" under this caption.

If the Series 2024 Bonds are no longer in a book-entry-only system, the principal of the Series 2024 Bonds will be payable upon maturity or redemption at the principal corporate trust office of the Trustee in Ridgeland, Mississippi, and interest on the Series 2024 Bonds will be paid by check of the Trustee dated the due date and mailed or delivered on or before the Business Day prior to each Interest Payment Date to the Registered Owners of record as of the close of business on the most recent Record Date or, at the written election of the Registered Owner of $1,000,000 or more in aggregate principal amount of Series 2024 Bonds delivered to the Trustee at least one Business Day prior to the Record Date for which such election will be effective, by wire transfer to the Registered Owner or by deposit into the account of the Registered Owner if such account is maintained by the Trustee.

Book-Entry-Only System

Unless and until the book-entry-only system has been discontinued, the Series 2024 Bonds will be available only in book-entry form in principal amounts of $5,000 or any integral multiple thereof. DTC will initially act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be initially issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully-registered Series 2024 Bond will be issued for each maturity of the Series 2024 Bonds and will be deposited with DTC or pursuant to DTC's FAST registration procedures.

The information provided under this caption has been provided by DTC. No representation has been made by the Issuer, the City or the Original Purchasers as to the accuracy or adequacy of such information, or as to the absence of material adverse changes in such information subsequent to the date hereof.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership

interest of each actual purchaser of each Series 2024 Bond ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults and proposed amendments to the Bond Documents. For example, Beneficial Owners of the Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Bond Registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such Series 2024 Bonds to be redeemed.

Neither DTC nor Cede & Co., (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an "Omnibus Proxy" to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2024 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the

responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2024 Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2024 Bond certificates in definitive form will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer, the City and the Original Purchaser believe to be reliable, but neither the Issuer, the City nor the Original Purchaser take any responsibility for the accuracy thereof.

So long as Cede & Co. is the registered holder of the Series 2024 Bonds as nominee of DTC, references herein to the Holders, holders, owners or Registered Owners of the Series 2024 Bonds mean Cede & Co. and not the Beneficial Owners of the Series 2024 Bonds.

THE ISSUER, THE TRUSTEE, THE CITY AND THE UNDERWRITER CANNOT AND DO NOT GIVE ANY ASSURANCES THAT THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE SERIES 2024 BONDS (A) PAYMENTS OF PRINCIPAL OF, REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2024 BONDS; (B) CERTIFICATES REPRESENTING AN OWNERSHIP INTEREST OR OTHER CONFIRMATION OF BENEFICIAL OWNERSHIP INTERESTS IN SERIES 2024 BONDS; OR (C) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNERS OF THE SERIES 2024 BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS OR THAT DTC OR DIRECT OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DTC PARTICIPANTS ARE ON FILE WITH DTC.

NEITHER THE ISSUER, THE CITY, THE TRUSTEE NOR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (A) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT; (B) THE PAYMENT BY ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL AMOUNT OF, REDEMPTION PRICE OF, OR INTEREST ON THE SERIES 2024 BONDS; (C) THE DELIVERY BY ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (D) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2024 BONDS; OR (E) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDHOLDER.

Redemption

Optional Redemption. The Series 2024 Bonds (or any portions thereof in integral multiples of $5,000 each) maturing on or after May 1, 20___, are subject to redemption in whole or in part, in principal amounts and maturities selected by the Issuer on any date on or after May 1, 20___, at par, plus accrued interest to the date of redemption. Under the Indenture, selection of Series 2024 Bonds to be redeemed within a maturity will be made by lot by the Trustee. In accordance with DTC's standard practices and its agreement with the Issuer, DTC and the DTC Participants will make this selection so long as the Series 2024 Bonds are in book-entry form.

Mandatory Sinking Fund Redemption. The Series 2024 Bonds are subject to mandatory sinking fund redemption as follows:

The Series 2024 Bonds maturing May 1, 20__ in the principal amount of $_____ are subject to mandatory sinking fund redemption, prior to their scheduled maturity on May 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

$___,000 Term Bonds
Maturing May 1, 20__
_.00%

Year	**Principal Amount**
20	$,000
20*	,000

* Final Maturity

The Series 2024 Bonds maturing May 1, 20__ in the principal amount of $_____ are subject to mandatory sinking fund redemption, prior to their scheduled maturity on May 1 of the years listed below at a redemption price of 100% of the principal amount redeemed plus accrued interest to the redemption date from amounts on deposit in the General Account of the General Fund in accordance with the following schedule:

$___,000 Term Bonds
Maturing May 1, 20__
_.00%

Year	**Principal Amount**
20	$,000
20*	,000

* Final Maturity

In the event less than all of the Series 2024 Bonds are to be redeemed, the principal amount and maturity to be redeemed shall be selected by the Bank, and the Trustee, in its sole discretion, shall select the Series

2024 Bonds to be redeemed by lot within a selected maturity, provided that Series 2024 Bonds shall be redeemed only in whole multiples of $5,000.

Notice of Redemption. Notice of the call for any redemption, identifying the Series 2024 Bonds (or any portions thereof in integral multiples of $5,000 each) to be redeemed (which may be a conditional notice of redemption), will be given by the Trustee at least 30 days but not more than 45 days prior to the date fixed for redemption by mailing a copy of the redemption notice by first class mail, postage prepaid, to the Registered Owner of each Series 2024 Bond to be redeemed at the address shown on the registration records. Failure to mail such notice to any particular owner of Series 2024 Bonds, or any defect in the notice mailed to any such owner of Series 2024 Bonds, will not affect the validity of the call for the redemption of any other Series 2024 Bonds. No call notices will be delivered in connection with any scheduled mandatory sinking fund redemption. So long as DTC or its nominee is the Registered Owner of the Series 2024 Bonds, notice of the call for any redemption will be given to DTC, and not directly to Beneficial Owners. See the caption, "DESCRIPTION OF THE SERIES 2024 BOND -- Book-Entry-Only System."

Redemption Payments. The Trustee will apply funds deposited with the Trustee by the Issuer in an amount sufficient to pay the Redemption Price of the Series 2024 Bonds, or portions thereof called, together with accrued interest thereon to the redemption date. After the redemption date, if proper notice of redemption by mailing has been given and sufficient funds have been deposited with the Trustee, interest will cease to accrue on the Series 2024 Bonds that have been called.

APPLICATION OF THE PROCEEDS OF THE SERIES 2024 BONDS

The proceeds of sale of the Series 2024 Bonds which is equal to $____,000 will be applied as follows:

Sources of Funds

Series 2024 Bond Proceeds	$
Original Issue Premium	$
Total Sources of Funds	$

Uses of Funds

Deposit to General Fund, Purchase Account for Purchase of the City Bond	$
Deposit to the General Fund, Bond Issuance Expense Account	
Total Uses of Funds	$

THE MISSISSIPPI DEVELOPMENT BANK

General

The Issuer was created in 1986 and is organized and existing under and by virtue of the Issuer Act as a separate body corporate and politic for the public purposes set forth in the Issuer Act. The Issuer is not an agency of the State, is separate from the State in its corporate and sovereign capacity and has no taxing power.

The Issuer is granted under the Issuer Act the power to borrow money and issue its bonds in such principal amounts as it shall deem necessary to provide funds to accomplish a public purpose or purposes

of the State provided for under the Issuer Act, including purchasing bonds, notes or evidences of indebtedness, such as the City Bond, from local governmental units, such as the City.

Organization and Membership of the Issuer

The Issuer is governed by a nine-member Board of Directors. The members of the Board of Directors are elected by the members of the Mississippi Business Finance Corporation ("**MBFC**") at the time and place fixed by MBFC's bylaws. Appointments are for terms of one year. The members of the Board of Directors are as follows:

NAME	OCCUPATION	TERM*
Michael Boerner	Architect	08/01/23 – 07/31/24
Carolyn Boteler	Owner, TempStaff	08/01/23 – 07/31/24
Noel Daniels	Owner, Noel Daniels Motor Company	08/01/23 – 07/31/24
Merle Flowers	Real Estate	08/01/23 – 07/31/24
William L. Freeman, Jr.	Retired Bank President	08/01/23 – 07/31/24
Bobby James	Operations Manager, Atmos Energy	08/01/23 – 07/31/24
Colby Jordan	Director of Public Relations, The Cirlot Agency	08/01/23 – 07/31/24
William D. Sones	Bank Chairman	08/01/23 – 07/31/24
Mark Wiggins	Retired Business Owner	08/01/23 – 07/31/24

* Members of the Board of Directors of the Issuer serve until reappointed or new directors are appointed and approved.

The operations of the Issuer are administered by Larry W. Mobley, EDFP, Executive Director and Treasurer. Mr. Mobley is a graduate of California State University, Chico, California with a Bachelor of Science in Industrial Engineering Technology and the University of Southern Mississippi, Hattiesburg, Mississippi with a Master of Science in Business and Economic Development.

Prior Bonds of Issuer

The purpose of the Issuer is to foster and promote, in accordance with the Issuer Act, the provision of adequate markets and facilities for the borrowing of funds for public purposes by any Local Governmental Units. As of April 1, 2024, the Issuer has previously issued bonds for various purposes totaling in principal approximately $9,955,699,402. Of such amount, approximately $2,879,023,343.57 was outstanding as of April 1, 2024.

The full faith and credit and taxing power of the State and the Issuer are not pledged to the payment of the principal of, premium, if any, and interest on any of the bonds issued or planned for issuance by the Issuer; and all such bonds are not a debt, liability, loan of the credit or pledge of the full faith and credit and taxing power of the State or the Issuer.

The Issuer is presently considering the issuance under the Issuer Act of additional special obligation bonds for other purposes authorized under the Issuer Act.

REVENUES, FUNDS AND ACCOUNTS

Creation of Funds and Accounts

The Indenture establishes the following special Funds and Accounts to be held by the Trustee:

1. General Fund - comprised of the following:

   (a) General Account
   (b) Purchase Account
   (c) Redemption Account
   (d) Bond Issuance Expense Account

2. Rebate Fund

Deposit of Net Proceeds of the Series 2024 Bonds, Revenues and Other Receipts

The Trustee will deposit the net proceeds from the sale of the Series 2024 Bonds as follows:

(a) To the Bond Issuance Expense Account of the General Fund, the amount of $_____ to pay a portion of the costs of issuance of the Series 2024 Bonds and the City Bond;

(b) To the Purchase Account of the General Fund, the sum of $___,000 to be used to purchase the City Bond, and

The Trustee will deposit Revenues and other receipts (except the proceeds of the Series 2024 Bonds, interest earnings on any amounts in the Rebate Fund and moneys received by the Issuer from the sale or redemption prior to maturity of the City Bond) into the General Account of the General Fund based on the amount due under the City Bond Resolution for the City Bond, and will deposit any moneys received from the sale or redemption prior to maturity of City Bond in to the Redemption Account of the General Fund.

OPERATION OF FUNDS AND ACCOUNTS

General Fund

The Trustee will disburse the amounts held in the General Account for the following purposes, and, in the event of insufficient funds to make all of such required disbursements, in the following order of priority:

(a) On or before four (4) Business Days prior to any Interest Payment Date, to the Registered Owners such amounts as may be necessary to pay the principal and interest coming due on the Series 2024 Bonds on such Interest Payment Date.

(b) As necessary and in accordance with the Indenture, such amounts as may be necessary to pay any Program Expenses of the Issuer for the Series 2024 Bonds.

(c) The amounts to be transferred to the Rebate Fund as provided in the Arbitrage Rebate Agreement and Section 6.09 of the Indenture.

(d) After making all required payments under subparagraphs (a) through (c) above, the Trustee shall make a determination of the amounts reasonably expected to be received in the form of City Bond Payments in the succeeding twelve (12) months and shall transfer all monies in the General Account, which, together with such expected receipts for the succeeding 12 months are in excess of the amounts needed to pay principal and interest on the Series 2024 Bonds within the immediately succeeding twelve month period, to the City at the request of the City with the prior written approval of the Issuer.

Bond Issuance Expense Account. Upon receipt of invoices or requisitions acceptable to the Trustee, the Trustee will disburse the amounts held in the Bond Issuance Expense Account for the payment or reimbursement of the costs related to the authorization, sale, validation and issuance of the Series 2024 Bonds and the purchase and validation of the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, professional consultants' fees, municipal advisory fees and expenses, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2024 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing. On the date which is thirty (30) days after the date of issuance of the Series 2024 Bonds, any amounts remaining in the Bond Issuance Expense Account will be transferred to the General Account.

Purchase Account. Upon submission of duly authorized written requisitions of an authorized officer of the Issuer stating that all requirements for purchases under the Act and the Indenture have been or will be met, the Trustee will disburse the amounts held in the Purchase Account for the purchase of the City Bond with said moneys to be applied to the issuance of the Series 2024 Bonds as more fully described under the heading "Deposit of Net Proceeds of the Series 2024 Bonds, Revenues and Other Receipts".

Redemption Account. The Trustee will deposit in the Redemption Account all moneys received upon the sale or redemption prior to maturity of the City Bond and will disburse the funds in the Redemption Account to redeem Series 2024 Bonds of such maturity or maturities as directed by an Authorized Officer if such Series 2024 Bonds are then subject to redemption.

Rebate Fund

Upon the direction of the Issuer and in accordance with the arbitrage rebate agreement or similar document regarding the expenditures and investments of the proceeds of the Series 2024 Bonds provided by the Issuer under the Indenture (the "**Arbitrage Rebate Agreement**"), the Trustee will deposit amounts for the benefit of the Issuer from the General Account in the General Fund into the Rebate Fund and will deposit into the Rebate Fund all income from investments in the Rebate Fund. In the event and to the extent that amounts in the Rebate Fund exceed the amounts required to be rebated to the United States of America, the Trustee will transfer such excess amounts to the General Account in the General Fund upon the direction of the Issuer in accordance with the Arbitrage Rebate Agreement.

Not later than 60 days after five years following the date of delivery of the Series 2024 Bonds, and at intervals of every five years thereafter, the Trustee shall, upon the written request of the Issuer in accordance with the Arbitrage Rebate Agreement, pay to the United States of America one hundred percent (100%) of the amount required to be paid to the United States of America as of such payment date. Not later than 60 days following the retirement of all of the Series 2024 Bonds, upon the written request of the Issuer the Trustee will pay to the United States of America one hundred percent (100%) the amount to be paid to the United States of America. Each payment to the United States of America will be accompanied by a statement of the Issuer summarizing the determination of the amount of such payment,

together with copies of any reports originally filed with the Internal Revenue Service with respect to the Series 2024 Bonds.

With respect to the Rebate Fund, the Issuer may direct the Trustee to proceed other than as set forth in the Indenture and described above by delivering to the Trustee a new Arbitrage Rebate Agreement accompanied by an Opinion of Bond Counsel to the effect that compliance with such memorandum will not adversely affect the excludability from gross income for federal income tax purposes of the interest on the Series 2024 Bonds.

Amounts Remaining in Funds

Any amounts remaining in any Fund or Account after full payment of all of the Series 2024 Bonds outstanding under the Indenture, all required rebates to the United States of America and the fees, charges and expenses of the Trustee will be distributed to the City, except as required by the Indenture regarding payment to holders of non-presented Series 2024 Bonds.

Investment of Funds

Any moneys held as part of any Fund or Account created under or pursuant to the Indenture and the Rebate Fund shall be invested or reinvested by the Trustee as continuously as reasonably possible in such Investment Securities as may be directed in writing by the Issuer. All such investments shall at all times be a part of the Fund or Account in which the moneys used to acquire such investments had been deposited and, except as provided in the Indenture, all income and profits on such investments, other than from moneys on deposit in the Rebate Fund or any Account created thereunder, shall be deposited as received in the General Account. The Trustee may make any and all such investments through its bond department or through the bond department of any financial institution which is an affiliate of the Trustee and may trade with itself or any of its affiliates in doing so. Moneys in separate Funds and Accounts may not be commingled for the purpose of investment or deposit. The Trustee and the Issuer agree that all investments, and all instructions of the Issuer to the Trustee with respect thereto shall be made in accordance with prudent investment standards reasonably expected to produce the greatest investment yields while seeking to preserve principal without causing any of the Series 2024 Bonds to be arbitrage bonds as defined in Section 148 of the Code. Any investment losses shall be charged to the Fund or Account in which moneys used to purchase such investment had been deposited. For so long as the Trustee is in compliance with the provisions of Section 8.01 of the Indenture, the Trustee shall not be liable for any investment losses. Moneys in any Fund or Account shall be invested in Investment Securities with a maturity date, or a redemption date which shall coincide as nearly as practicable with times at which moneys in such Funds or Accounts will be required for the purposes thereof. The Trustee shall sell and reduce to cash a sufficient amount of such investments in the respective Fund or Account whenever the cash balance therein is insufficient to pay the amounts contemplated to be paid therefrom at the time those amounts are to be paid. All investment income from the assets held in any Fund or Account, except for the Rebate Fund and any Accounts created thereunder, will be added to the General Account.

The Issuer has certified in the Indenture to the owners of the Series 2024 Bonds from time to time Outstanding that moneys on deposit in any Fund or Account in connection with the Series 2024 Bonds, whether or not such moneys were derived from the proceeds of the sale of the Series 2024 Bonds or from any other sources, are not intended to be used in a manner which will cause the interest on the Series 2024 Bonds to lose the exclusion from gross income for federal income tax purposes.

THE SERIES 2024 BONDS AS LEGAL INVESTMENTS

The Series 2024 Bonds shall be legal investments in which all public officers and public bodies of this State, its political subdivisions, all municipalities and municipal subdivisions, all insurance companies and associations, trust companies, savings banks and savings associations, investment companies and other persons carrying on a banking business, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons whatsoever who are now or may hereafter be authorized to invest funds, including capital, in their control or belonging to them. The Series 2024 Bonds are also hereby made securities which may properly and legally be deposited with and received by all public officers and bodies of the State or any agency or political subdivisions of the state and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may hereafter be authorized by law.

LITIGATION

There is not now pending or, to the Issuer's knowledge, threatened any litigation restraining or enjoining the issuance, sale, execution or delivery of the Series 2024 Bonds or prohibiting the Issuer from purchasing the City Bond with the proceeds of such Series 2024 Bonds or in any way contesting or affecting the validity of the Series 2024 Bonds, any proceedings of the Issuer taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the Series 2024 Bonds. Neither the creation, organization nor existence of the Issuer nor the title of any of the present Directors nor other officers of the Issuer to their respective offices is being contested.

There is not now pending or, to the knowledge of the City, threatened any litigation restraining or enjoining the sale, issuance, execution or delivery of the City Bond or prohibiting the City from selling the City Bond to the Issuer or in any way contesting or affecting the validity of the City Bond, any proceedings of the City taken with respect to the sale or issuance thereof or the pledge or application of any moneys or security provided for the payment of the City Bond.

TAX MATTERS

General

In the opinion of Butler Snow LLP, Ridgeland, Mississippi, interest on the Series 2024 Bonds is excludable from gross income for federal income tax purposes, pursuant to Section 103 of the Code and is not a specific preference item for purposes of the federal alternative minimum tax; however such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for purposes of computing the alternate minimum tax imposed on such corporations. The opinion of Bond Counsel is based on certain certifications, covenants and representations of the Issuer and the City and is conditioned on continuing compliance therewith.

In the opinion of Bond Counsel, interest on the Series 2024 Bonds is exempt from all income taxation in the State of Mississippi under existing laws, regulations, rulings and judicial decisions. The opinion addresses only the exemption of interest on the Series 2024 Bonds under the income tax laws of the State of Mississippi and does not address the tax treatment of the Series 2024 Bonds in any other state or jurisdiction.

The Code imposes certain requirements which must be met subsequent to the issuance of the Series 2024 Bonds as a condition to the excludability from gross income of interest on the Series 2024 Bonds for federal tax purposes. Non-compliance with such requirements by the Issuer or the City may

cause interest on the Series 2024 Bonds to be includable in gross income for federal income tax purposes retroactive to their date of issue irrespective of the date on which such noncompliance occurs. Should the Series 2024 Bonds bear interest that is not excludable from gross income for federal income tax purposes, the market value of the Series 2024 Bonds would be materially and adversely affected.

The Indenture and the City Bond Resolution include covenants that (a) the Issuer and the City will not take or fail to take any action with respect to the Series 2024 Bonds if such action or omission would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Series 2024 Bonds, under Section 103 of the Code, and neither the Issuer nor the City will act in any manner which would adversely affect such excludability; (b) the Issuer and the City will not make any investment or do any other act or thing during the period that the Series 2024 Bonds are Outstanding which would cause the Series 2024 Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code; and (c) if required by the Code, the Issuer and the City will rebate any necessary amounts to the United States of America. It is not an "event of default" under the Indenture if interest on the Series 2024 Bonds is not excludable from gross income for federal tax purposes or otherwise pursuant to any provision of the Code.

Although Bond Counsel has rendered an opinion that interest on the Series 2024 Bonds is excludable from federal gross income and that the Series 2024 Bonds are exempt from all State of Mississippi income tax, the accrual or receipt of interest on the Series 2024 Bonds may otherwise affect a bondholder's federal income tax, Mississippi or other state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Series 2024 Bonds. Bond Counsel expresses no opinion regarding any other such federal or state tax consequences. Prospective purchasers of the Series 2024 Bonds should consult their own tax advisors with regard to the other tax consequences of owning the Series 2024 Bonds.

Original Issue Premium Bonds

The Series 2024 Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Premium Bonds**"), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Original Issue Discount Bonds

The Series 2024 Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the "**Discount Bonds**"), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as federally tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, less (b) the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such Discount Bonds for a price that is higher or lower than the "adjusted issue price" of the Discount Bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on federally tax-exempt obligations such as the Series 2024 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2024 Bonds that fail to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling federally tax-exempt obligations.

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading "TAX MATTERS" or adversely affect the market value of the Series 2024 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2024 Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2024 Bonds or the market value thereof would be impacted thereby. Purchasers of the Series 2024 Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2024 Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE SERIES 2024 BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE SERIES 2024 BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE SERIES 2024 BONDS.

LEGAL MATTERS

Certain legal matters incident to the authorization and issuance of the Series 2024 Bonds by the Issuer are subject to the approval of Bond Counsel whose approving opinion will be delivered concurrently with the delivery of Series 2024 Bonds. Certain legal matters will be passed upon for the Issuer by its counsel, Balch & Bingham LLP, Jackson, Mississippi and for the City by its counsel, Moran M. Pope III, Esquire, Hattiesburg, Mississippi.

Butler Snow LLP, Ridgeland, Mississippi, is also serving as bond counsel for the City in connection with the issuance and sale of the City Bond.

The remedies available to the Trustee, to the Issuer or to the owners of the Series 2024 Bonds upon an Event of Default under the Indenture or under the terms of the City Bond purchased by the Issuer are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically the Bankruptcy Code, the remedies provided in the Indenture and under the City Bond may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2024 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally (regardless of whether such enforceability is considered in a proceeding in equity or in law), by general principles of equity (regardless of whether such proceeding is considered in a proceeding in equity or at law) and by the valid exercise of the constitutional powers of the State and the United States of America.

RATING

Moody's Investors Services, Inc. ("**Moody's**") has assigned an underlying rating of "_____" to the Series 2024 Bonds. Information on the rating may be obtained from the Executive Director of the Issuer or the City Clerk of the City. Such rating reflects only the view of such organization, and an

explanation of the significance of the rating may be obtained only from said rating agency. The rating may be changed, suspended or withdrawn as a result of changes in, or unavailability of, information. Any downward revision, suspension or withdrawal of such rating may have an adverse effect on the market price of the Series 2024 Bonds.

PENSION PLAN

The City has no pension plan or retirement plan for employees. City employees are members of and contribute to the Mississippi Public Employees' Retirement System (PERS), a cost-sharing, multiple employer retirement system administered by the State for the benefit of its local governments and State personnel. Benefit provisions are established by State statute and may be amended from time to time only by the State Legislature.

In June 2012, the Government Accounting Standards Board issued Statement No. 68, Accounting and Financial Reporting for Pensions ("**GASB-68**"). The objective of GASB-68 is to improve accounting and financial reporting of government pensions. Also, GASB-68 improves information provided by government employers about financial support for pensions that is provided by other entities. Requirements of GASB-68 are effective for financial statements whose fiscal year begins after June 15, 2014 (Fiscal Year 2015 for the City).

PERS members are required to contribute 9.00% of their annual covered salary, and the City is required to contribute at an actuarially determined rate. The rate at September 30, 2018 was 15.75% of annual covered payroll. On June 26, 2018, the PERS Board of Trustees voted to increase the employer contribution rate from 15.75 to 17.40 percent, effective July 1, 2019. However, the employer contribution rate is scheduled to increase to 22.40% of annual compensation by phasing in over the next three fiscal years (19.40% of annual compensation beginning July 1, 2024, 21.40% of annual compensation beginning July 1, 2025, and 22.40% of annual compensation beginning July 1, 2026). The City contributions (employer share only) to PERS for the years ending September 30, 2022, 2021 and 2020 were $4,405,518, $4,317,268 and $4,334,297, respectively, which equaled the required contributions for each year.

As of September 30, 2022, the City reported a liability of $89,712,276 for its proportionate share of the net pension liability. See Page 22 in the City's 2022 Audited Financial Statements included in "APPENDIX B - Financial Information Concerning the City.

POSTEMPLOYMENT BENEFITS OTHER THAN PENSIONS

Effective with the fiscal year ended September 30, 2018 audit, the City will be required to apply GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pension* ("**GASB 75**"), to its audited financial statements. GASB 75 changes accounting and financial reporting for OPEB. Fund level statements, including the General Fund statements, will not be impacted by the GASB 75 reporting.

INDEPENDENT AUDITORS

The audited financial statements of the City for the year ended September 30, 2022 included in this Official Statement as APPENDIX B, have been audited by TMH, CPA and Consulting Firm, Hattiesburg, Mississippi ("**TMH**"), as stated in the report appearing therein (the "**audit report**").

The City has not requested and will not obtain a consent letter from its auditor for the inclusion of the audit report in this Official Statement. TMH, the City's independent auditor, has not been engaged to

perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. TMH, also has not performed any procedures relating to this Official Statement.

CONTINUING DISCLOSURE

The City will execute a continuing disclosure agreement (the **"Disclosure Certificate"**) at the time of the closing for the Bonds. The Disclosure Certificate will be executed for the benefit of the beneficial owners of the Bonds and the City has covenanted in the Bond Resolution to comply with its terms. The Disclosure Certificate will provide that so long as the Bonds remain outstanding, the City will provide the following information to the Municipal Securities Rulemaking Board, acting through its Electronic Municipal Market Access (**"EMMA"**) system: (i) annually, certain financial information and operating data, as described in the Disclosure Certificate; and (ii) timely notice of the occurrence of certain listed events; all as specified in the Disclosure Certificate. The form of the Disclosure Certificate is attached hereto as APPENDIX F.

The City has previously entered into continuing disclosure undertakings with respect to bonds it has issued or for which it is the "obligated person" within the meaning of Securities and Exchange Commission Rule15c2-12(b)(5) (the "**Rule**"). The City has reviewed the last five years of filings and continuing disclosure undertakings with respect to any outstanding bonds within the meaning of the Rule.

With respect to certain issues, audited financial statements for fiscal years 2019 through 2024 and unaudited financial statements for fiscal years 2019 through 2024 were not available at the time of filing and therefore were not timely filed on EMMA as required by the prior undertakings, however, notices of failure to file the audited financial statements and unaudited financial statements for fiscal years 2019 through 2024 were filed. Without a determination as to materiality, there may have been instances in which some tables included in the City's prior continuing disclosure undertakings were not included in every filing on EMMA. In addition, some of the past filings required of the City may not have been filed under all outstanding CUSIPs and may have been misfiled under the wrong CUSIP or under the wrong heading within the CUSIP.

The City adopted policies and procedures on November 4, 2014 (the "**Policy**") to ensure timely filing of its Annual Report, together with any required Accompanying Information. The City has hired a dissemination agent to file the City's required Annual Report, together with any required Accompanying Information.

For a summary of the City's undertaking, see **APPENDIX F - FORM OF CONTINUING DISCLOSURE CERTIFICATE** attached hereto.

MUNICIPAL ADVISOR

The Issuer has retained the firm of Municipal Advisors of Mississippi, Inc., as Municipal Advisor to the Issuer in connection with the issuance of the Series 2024 Bonds. In such capacity the Municipal Advisor has provided recommendations and other financial guidance to the Issuer and the City with respect to the preparation of documents, the preparation for the sale of the Series 2024 Bonds and the time of the sale, market conditions and other factors related to the sale of the Series 2024 Bonds.

Although the Municipal Advisor performed an active role in the drafting of this Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from the Issuer and the City's records and from other sources which are believed to be reliable, including financial records of the City and other

entities, which records may be subject to interpretation. No guarantee is made as to the accuracy or completeness of any information obtained from sources other than the Issuer and the City. Any summaries or excerpts of statutes, ordinances, resolutions or other documents do not purport to be complete statements of the same and reference is made to such original sources in all respects.

UNDERWRITING

The Series 2024 Bonds are being purchased by Raymond James & Associates, Inc. (the "**Underwriter**"). The Underwriter has agreed, subject to certain conditions, to purchase all of the Series 2024 Bonds from the Issuer at a purchase price of $_____, which is equal to the principal amount thereof plus an original issue premium of $_____ and minus the Underwriter's discount of $_____. The Underwriter is obligated to purchase all the Series 2024 Bonds, if any are purchased, the obligation to make such purchases being subject to certain terms and conditions set forth in the Bond Purchase Agreement with respect to the Series 2024 Bonds, the approval of certain legal matters by counsel and certain other conditions.

VALIDATION

Prior to issuance, the Series 2024 Bonds will be validated before the Chancery Court of the First Judicial District of Hinds County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended. Prior to issuance, the City Bond will be validated before the Chancery Court of Forrest County, Mississippi, as provided by Sections 31-13-1 to 31-13-11, Mississippi Code of 1972, as amended.

MISCELLANEOUS

The Issuer's offices are located at 735 Riverside Drive, Suite 300, Jackson, Mississippi 39202, telephone (601) 355-6232.

All quotations from, and summaries and explanations of, the Act, the Indenture and the City Bond Resolution contained in this Official Statement do not purport to be complete, and reference is made to each such document or instrument for full and complete statements of its provisions. The attached APPENDICES are an integral part of this Official Statement and must be read together with all of the foregoing statements. Copies in reasonable quantity of the Act, the Indenture, the City Bond Resolution and the supplemental materials furnished to the Issuer by the City may be obtained upon written request to the Issuer.

Neither any advertisement of the Series 2024 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2024 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact.

This Official Statement has been duly approved, executed and delivered by the Issuer. The Issuer will provide copies of this Official Statement to be distributed to the purchasers of the Series 2024 Bonds.

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

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APPENDIX A

INFORMATION ON THE CITY

APPENDIX A - ECONOMIC AND DEMOGRAPHIC INFORMATION
CITY OF HATTIESBURG, MISSISSIPPI

General Description

The City of Hattiesburg, Mississippi (the "City"), the county seat of Forrest County, Mississippi (the "County"), is located in the southeast section of the County. The City, founded in 1882 by Captain William H. Hardy, pioneer lumberman and civil engineer, was incorporated in 1884 with a population of approximately 400. Originally called Twin Forks and later Gordonville, Captain Hardy gave the City its final name of Hattiesburg in honor of his wife Hattie. Known as the "Hub City," the City is located at the intersections of Interstate 59 and U.S. Highways 49, 98 and 11 and is centrally located less than 100 miles from the State of Mississippi (the "State") capital of Jackson, the Mississippi Gulf Coast, New Orleans, Louisiana and Mobile, Alabama.

Population

The population of the City has been recorded as follows:

1990	2000	2010	2022 Estimate
45,232	44,779	45,989	48,455

SOURCE: Census Data at website: www.census.gov; April 2024.

Government

The City operates under a Mayor-Council form of government. The City Council consists of five members, each elected by respective voting precincts or wards. The Mayor is full-time and is elected at large. The current Mayor and City Council members, elected for concurrent four-year terms, are as follows:

Name	Position	Position Held Since
Toby Barker	Mayor	July, 2017
Jeffrey George	Ward 1 Councilman	July, 2017
Deborah Denard Delgado	Ward 2 Councilwoman	July, 2001
Carter Carroll	Ward 3 Councilman	October, 2000
Dave Ware	Ward 4 Councilman	July, 2021
Nicholas Brown	Ward 5 Councilman	July, 2017

Transportation

The Illinois Central Gulf Railroad, Norfolk-Southern Railway, Amtrak and Mid-South Rail Corporation provide rail service to the City. Fifteen motor freight carriers, twelve of which have terminal facilities in the City, are authorized to serve the City. The nearest commercial airport is the Pine Belt Regional Airport, twelve miles distant, served by three commercial airlines. Hattiesburg Airport is located five miles from the City.

The Port of Gulfport (the "Port"), located seventy-three miles from the City, is North America's second largest handler of tropical fruit, the largest poultry exporter to Russia, and offers containerized refrigeration. The Port is a shipping channel with a depth of 36 feet and 5,800 feet of commercial berthing space and is maintained by the United States Corps of Engineers.

Per Capita Income

Year	County	Mississippi	United States	County as % of U.S.
2022	42,294	46,370	65,470	65%
2021	42,985	46,577	64,430	67%
2020	40,128	42,513	59,153	68%
2019	36,496	39,157	55,547	66%
2018	36,860	37,624	53,309	69%

SOURCE: Bureau of Economic Analysis, *Regional Economic Accounts – Per Capita Personal Income*, (data last updated November 2023). April 2024.

Retail Sales

State Fiscal Year Ended June 30	Amount
2023	$2,380,200,942
2022	2,307,176,161
2021	2,173,949,763
2020	1,924,053,189
2019	1,953,302,890

SOURCE: Annual Reports for each fiscal year, Mississippi Department of Revenue's website: www.dor.ms.gov; Information available as of April 2024.

Major Employers

The following is a partial listing of major employers in the City, their products or services and their approximate number of employees:

Employer	Employees	Product/Service
Forrest General Hospital	3,553	Hospital
University of Southern Mississippi	2,300	Education
Hattiesburg Clinic	2,218	Medical clinic
Camp Shelby	1,200	Military base
Lamar County School District	1,300	Education
Merit Health-Wesley Medical Center	1,222	Hospital
Maximus	1,700	Health and human service program administration
Mar-Jac Poultry	1,305	Poultry processor
Channel Control Merchants, Inc.	1,050	Retail inventory management
Hattiesburg Public School District	750	Education
City of Hattiesburg	717	Government

SOURCE: Area Development Partnership website www.theadp.com. "Top Employers" information available as of April 2024.

Unemployment Statistics of the County

Year	Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec.	Annual Average
2018	4.5	4.8	4.3	4.3	4.6	5.6	5.4	4.8	4.2	4.1	4.1	4.6	4.6
2019	5.3	5.1	5.0	4.8	5.1	6.4	6.7	5.8	5.1	4.6	4.7	4.5	5.2
2020	5.1	5.1	6.7	13.5	11.1	10.6	9.8	7.7	7.6	6.4	6.4	6.4	8.0
2021	7.1	6.7	6.2	6.0	6.2	7.2	6.3	5.5	4.7	4.0	3.4	3.3	5.5
2022	4.5	4.1	3.4	3.4	3.7	4.5	4.4	3.8	3.6	3.3	3.3	3.1	3.8
2023	3.3	3.1	3.0	2.5	2.9	3.9	3.7	3.7	2.9	2.6	2.4	--	3.1

SOURCE: Mississippi Department of Employment Security: Labor Market Data at website: www.mdes.ms.gov; January 2024.

Employment Statistics

	2018	2019	2020	2021	2022
RESIDENCE BASED EMPLOYMENT					
I. Civilian Labor Force	33,130	33,220	32,520	33,330	33,320
II. Unemployed	1,530	1,760	2,600	1,850	1,250
Rate	4.6	5.3	8.0	5.6	3.8
III. Employed	31,600	31,460	29,920	31,480	32,070
ESTABLISHMENT BASED EMPLOYMENT					
I. Manufacturing	3,620	3,840			
II. Non-manufacturing	39,280	38,990			
A. Agriculture, Forestry, Fishing & Hunting	10	50			
B. Mining	30	20			
C. Utilities	490	480			
D. Construction	1,470	1,440			
E. Wholesale Trade	1,370	1,290			
F. Retail Trade	3,840	3,960			
G. Transportation & Warehousing	2,150	1,900			
H. Information	290	290			
I. Finance & Insurance	1,090	1,140			
J. Real Estate, Rental & Leasing	490	490			
K. Prof., Scientific & Technical Service	790	810			
L. Management of Companies & Entertainment	930	840			
M. Administrative Support & Waste Management	3,380	2,990			
N. Educational Services	690	670			
O. Health Care & Social Assistance	5,650	5,820			
P. Arts, Entertainment & Recreation	370	370			
Q. Accommodation & Food Service	4,210	4,380			
R. Other Services (except Public Administration)	640	600			
S. Government	11,390	11,450			
Education	4,580	4,610			
III. Total Nonagricultural Employment	**42,900**	**42,830**			

SOURCE: Mississippi Department of Employment Security ("MDES"): Annual Averages: Labor Force and Establishment Based Employment 2011-2019, Labor Market Information Department at website: www.mdes.ms.gov; Last revision date of information May 2021. Annual Averages 2020 Forward, released May 2023, are limited to "Residence Based Amounts" and MDES no longer provides "Establishment Based Employment" data. Information available as of January 2024.

Educational Facilities

The Hattiesburg Public School District (the "District") serves the entire City. The District currently operates nine (9) schools and employs approximately 800 people.

Enrollment figures for the District for the current scholastic year and the four preceding years are as follows:

Scholastic Year	Enrollment
2023-2024	3,746
2022-2023	3,667
2021-2022	3,631
2020-2021	3,698
2019-2020	3,852

SOURCE: Hattiesburg Public School District and Mississippi Assessment and Accountability Reporting System, Office of Research and Statistics, Mississippi, Department of Education; information available as of April 2024.

TAX INFORMATION

Assessed Valuation[4]

Fiscal Year	Real Property	Personal Property[5]	Public Utility Property	Total[6]
2023	363,673,223	151,667,821	28,547,363	543,888,407
2022	345,091,110	149,896,551	26,043,424	521,031,085
2021	341,303,348	138,481,689	29,898,627	509,683,664
2020	335,374,023	139,961,227	26,869,460	502,204,710
2019	334,837,350	129,670,013	24,577,429	489,084,792

SOURCE: Office of City Chief Financial Officer; April 2024.

Assessed valuations above are based upon the following assessment ratios:

(a) Real and personal property (excluding single-family, owner-occupied residential real property and motor vehicles, respectively), fifteen percent (15%) of true value;
(b) Single-family, owner-occupied residential real property, ten percent (10%) of true value;
(c) Motor vehicles and public utility property, thirty percent (30%) of true value.

The 1986 Session of the Mississippi Legislature adopted House Concurrent Resolution No. 41 (the "Resolution"), pursuant to which there was proposed an amendment to the Mississippi Constitution of 1890 (the "Amendment"). The Amendment provided, inter alia, that the assessment ratio of any one class of property shall not be more than three times the assessment ratio on any other class of property.

The Amendment set forth five classes of property and the assessment ratios which would be applicable thereto upon the adoption of the Amendment. The assessment ratios set forth in the Amendment are identical to those established by Section 27-35-4, Mississippi Code of 1972, as it existed prior to the Amendment, except that the assessment ratio for single-family, owner-occupied residential real property under the Amendment is set at ten percent (10%) of true value as opposed to fifteen percent (15%) of true value under previously existing law.

The assessed valuation figures above do include property exempt from all City ad valorem tax for a period of up to ten years, primarily for new or expanded manufacturing facilities. Set forth below is a schedule of the assessed valuation of such exempt property which will become subject to City ad valorem tax in the next ten years:

Exempt Property	Current Assessed Valuation	Date Exemption Ends
Resinall	8,701,603.00	12/31/2032
Kohler Co	79,691,444.00	12/31/2032
York Int.	247,556.00	12/31/2032
Green Bay Co.	644,287.00	12/31/2032
Georgia Pacific	9,227,246.00	12/31/2032
Western Containers	1,999,468.00	12/31/2032
WIS-Pak	823,391.00	12/31/2032
MS Tank	932,075.00	12/31/2032

SOURCE: Office the City Clerk; April 2024.

[4] The total assessed valuation is approved in September proceeding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 2023 are collected starting in January 2024 for the 2023-24 fiscal year budget of the City.

[5] Personal property includes the assessed valuation for mobile homes and automobiles.

[6] Total assessed values include exempt properties.

Procedure for Property Assessments

The Tax Assessor of Forrest County assesses all real and personal property subject to taxation in the County, including property in the City, except motor vehicles and property owned by public service corporations, both of which are required by law to be assessed by the Mississippi Department of Revenue.

Section 21-33-9, Mississippi Code of 1972, as amended, provides that the governing authorities of a municipality which is located within a county having completed a county-wide reappraisal approved by the Mississippi Department of Revenue and which has been furnished a true copy of that part of the County assessment roll containing the property located within a municipality as provided in Section 27-35-167, Mississippi Code of 1972, as amended, shall adopt such assessment rolls for its assessment purposes. The City is utilizing the assessment rolls of the County.

The City may not correct or revise such assessment rolls except for the purpose of conforming the municipal assessment roll to corrections or revisions made to the County assessment roll. All objections to the municipal assessment roll may be heard by the Board of Supervisors of the County at the time and in the manner that objections to the County assessment roll are heard. The Board of Supervisors shall notify, in writing, the Governing Body and the Tax Assessor of the City of any corrections or revisions made by it to the part of the County assessment roll adopted as the municipal assessment roll.

Tax Levy per $1,000 Valuation[7]

	Year in Which Taxes Levied				
GENERAL PURPOSES	**2023-24**	**2022-23**	**2021-22**	**2020-21**	**2019-20**
General Fund	41.65	41.65	40.82	41.35	41.83
Parks & Recreation Fund	2.00	2.00	2.00	2.00	2.00
Bond & Interest Fund	5.00	5.00	5.00	4.50	4.00
Police & Fireman Pension Fund	2.53	2.03	2.86	2.83	2.85
Mass Transit	.50	.50	.50	.50	.50
Library	1.85	1.95	1.95	1.95	1.95
Sub-total:	53.13	53.13	53.13	53.13	53.13
SCHOOL DISTRICT:					
District Maintenance	58.33	58.33	58.33	58.33	56.60
Bond & Interest Fund	4.12	4.19	4.45	4.45	4.75
School Shortfall Note	.00	.00	.00	.00	.00
School Notes & Certificates of Indebtedness	2.61	3.00	2.74	2.74	2.19
Costs of Collection	.56	.56	.56	.56	.56
Sub-total:	66.08	66.08	66.08	66.08	64.10
TOTAL LEVY:	**119.21**	**119.21**	**119.21**	**119.21**	**117.23**

SOURCE: Office the Chief Financial Officer; April 2024.

[7] Tax levy figures are given in mills.

Ad Valorem Tax Collections[8]

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)
2023	19,600,000	20,294,125	694,125
2022	19,260,000	19,321,953	61,953.41
2021	23,371,912	23,895,177	523,265
2020	21,802,500	22,264,992	462,492
2019	21,192,600	21,471,300	278,700

SOURCE: Office of the Chief Financial Officer; April 2024.

Procedure for Tax Collections

The Governing Body is required to levy a special tax upon all of the taxable property within the geographical limits of the City each year sufficient to provide for the payment of the principal of and interest on the City's general obligation bonds. If any taxpayer neglects or refuses to pay his taxes on the due date thereof, the unpaid taxes bear interest at the rate of one percent (1%) per month or fractional part thereof from the delinquent date to the date of payment of such taxes. When enforcement officers take action to collect delinquent taxes, other fees, penalties and costs may accrue. Both real property and personal property are subject to public tax sale.

Section 21-33-63, Mississippi Code of 1972, as may be amended from time to time, and related statutes provide that after the fifteenth day of February and after the fifteenth day of August in each year, the tax collector for each municipality shall advertise all lands in such municipality on which all the taxes due and in arrears have not been paid, as well as all land liable for sale on the first Monday of April or the third Monday of September following, as the case may be.

Reappraisal of Property and Limitation on Ad Valorem Levies

Senate Bill No. 2672, General Laws of Mississippi, Regular Session 1980, codified in part as Sections 27-35-49 and 27-35-50, Mississippi Code of 1972 (the "Reappraisal Act"), provides that all real and personal property in the State shall be appraised at true value and assessed in proportion to true value. To ensure that property taxes do not increase dramatically as the counties complete reappraisals, the Reappraisal Act provides for the limit on increase in tax revenues discussed below.

The statute limits ad valorem tax levies by the City subsequent to October 1, 1980, to a rate which will result in an increase in total receipts of not greater than ten percent (10%) over the previous year's receipts, excluding revenue from ad valorem taxes on any newly constructed properties, any existing properties added to the tax rolls or any properties previously exempt which were not assessed in the next preceding year. This limitation does not apply to levies for the payment of the principal of and the interest on general obligation bonds issued by the City or to certain other specified levies. The limitation may be increased only if the proposed increase is approved by a majority of those voting in an election held on such question.

On August 20, 1980, the Mississippi Supreme Court rendered its decision in State Tax Commission v. Fondren, 387 So.2d 712, affirming the decree of the Chancery Court of the First Judicial District of Hinds County, Mississippi, wherein the Mississippi Department of Revenue (formerly the State Tax Commission) was enjoined from accepting and approving assessment rolls from any county in the State for the tax year 1983 unless the Mississippi Department of Revenue equalized the assessment rolls of all of the counties. Due to the intervening

[8] The figures shown for the Ad Valorem Tax Collections chart is based upon the following budgeted funds of the City: General Fund, Parks & Recreation Fund, Bond & Interest Fund and Mass Transit Fund.

passage of the Reappraisal Act, the Supreme Court reversed that part of the lower court's decree ordering the assessment of property at true value (although it must still be appraised at true value), holding instead that assessed value may be expressed as a percentage of true value. Pursuant to the Supreme Court modification of the Chancellor's decree, on November 15, 1980, the Mississippi Department of Revenue filed a master plan to assist counties in determining true value. On February 7, 1983, the Chancery Court granted an extension until July 1, 1984, of its previous deadline past which the Mississippi Department of Revenue could not accept and approve tax rolls from counties which had not yet reappraised. The City has completed reappraisal.

Homestead Exemption

The Mississippi Homestead Exemption Law of 1946 reduces the local tax burden on homes qualifying by law and substitutes revenues from other sources of taxation on the State level as a reimbursement to the local taxing units for such tax loss. Provisions of the homestead exemption law determine qualification, define ownership and limit the amount of property that may come within the exemption. The exemption is not applicable to taxes levied for the payment of the Bonds, except as hereinafter noted.

Those homeowners who qualify for the homestead exemption and who have reached the age of sixty-five (65) years on or before January 1 of the year for which the exemption is claimed, service-connected, totally disabled American veterans who were honorably discharged from military service and those qualified as disabled under the federal Social Security Act are exempt from any and all ad valorem taxes on qualifying homesteads not in excess of $7,500 of assessed value thereof.

The tax loss resulting to local taxing units from properly qualified homestead exemptions is reimbursed by the Mississippi Department of Revenue. Beginning with the 1984 supplemental ad valorem tax roll and for each roll thereafter, no taxing unit shall be reimbursed an amount in excess of one hundred six percent (106%) of the total net reimbursement made to such taxing unit in the next preceding year.

Ten Largest Taxpayers

Ten of the largest taxpayers in the City for fiscal year ending 2023 are as follows:

Taxpayer	Assessed Valuation	Taxes Collected
WESLEY HEALTH SYSTEM	$5,929,200.00	$959,524.76
HATTIESBURG CLINIC	4,999,385.00	$905,138.69
TURTLE CREEK LIMITED PARTNERSHIP	4,872,642.00	$788,539.65
TCSC LLC	4,724,873.00	$774,075.93
THE MET APARTMENTS	4,604,729.00	$754,392.75
RESERVE AT PARK PLACE III LLC	3,431,564.00	$562,193.12
CROSS CREEK LLC	3,459,305.00	$559,819.32
NPRC TWIN OAKS LLC	3,369,752.00	$552,066.47
THE LAKES AT TURTLE CREEK	2,966,461.00	$481,220.70
PARKWEST III APARTMENTS LLC	2,819,228.00	$461,874.21
Totals:	$41,177,139.00	$6,798,845.60

SOURCE: Office of the City Clerk; April 2024.

DEBT INFORMATION

Legal Debt Limit Statement

(As of April 1, 2024)

	15% Limit	20% Limit
Authorized Debt Limit (Last Completed Assessment for Taxation - $543,888,407)	$81,583,261	$108,777,681
Present Debt Subject to Debt Limits	**51,080,178**	**51,080,178**
LESS THIS OFFERING[9]	(-0-)	
Margin for Further Debt Under Debt Limits	30,503,083	

Statutory Debt Limits

The City is subject to a general statutory debt limitation under which no municipality in the State may incur general obligation bonded indebtedness in an amount which will exceed fifteen percent (15%) of the assessed value of the taxable property within such municipality according to the last completed assessment for taxation.

In computing general obligation bonded indebtedness for purposes of such fifteen percent (15%) limitation, there may be deducted all bonds or other evidences of indebtedness issued for school, water and sewerage systems, gas and light and power purposes and for the construction of special improvements primarily chargeable to the property benefited, or for the purpose of paying a municipality's proportion of any betterment program, a portion of which is primarily chargeable to the property benefited. However, in no case may a municipality contract any indebtedness payable in whole or in part from proceeds of ad valorem taxes which, when added to all of its outstanding general obligation indebtedness, both bonded and floating, exceeds twenty percent (20%) of the assessed value of the taxable property within such municipality.

In arriving at the limitations set forth above, bonds issued for school purposes, bonds payable exclusively from the revenues of any municipally-owned utility, general obligation industrial bonds issued under the provisions of Sections 57-1-1 to 57-1-51, Mississippi Code of 1972, as amended, and special assessment improvement bonds issued under the provisions of Sections 21-41-1 to 21-41-53, Mississippi Code of 1972, as amended, are not included. Also excluded from both limitations are contract obligations subject to annual appropriations.

[9] The 2024 Bonds are not subject to the 15% debt limitation. The City is pledging, in addition to the general obligation pledge, revenues of the water and sewer system of the City for the payment of the Series 2024 Bonds.

Outstanding General Obligation Bonded Debt

(As of April 1, 2024)

Issue	Date of Issue	Outstanding Principal
General Obligation Water & Sewer Bonds	10/01/10	1,630,000
General Obligation Bonds	3/07/19	29,245,000
General Obligation Note	12/03/19	869,178
General Obligation Bonds	8/25/20	15,150,000
General Obligation Bonds	11/03/22	4,186,000
Total		**$51,080,178**

Outstanding Revenue Bonded Debt

(As of April 1, 2024)

Issue	Date of Issue	Principal Outstanding
Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project)[10]	12/19/13	4,800,000
Taxable Combined Water and Sewer System Revenue Refunding Bonds, Series 2021	3/18/21	34,055,000
Convention Promotion Tax Revenue Bonds, Series 2023	6/22/23	7,500,000
Total		**$46,355,000**

SOURCE: Office of the Chief Financial Officer.

Revenue bonds are payable as to principal and interest solely out of and secured by a pledge of the revenue to be derived from the operations of the facilities financed with the proceeds of such bonds and any other sum which may be received from or in connection with such facilities. Such bonds and the interest thereon are limited obligations of the City and shall never constitute nor give rise to any pecuniary liability of the City or a charge against its general credit or taxing powers.

[10] Loan from the Mississippi Development Bank secured by a promissory note under a loan agreement between the Mississippi Development Bank and the City payable from (i) any legally available revenues of the City, and (ii) certain tax monies as described in the Loan Agreement. The promissory note and loan agreement secure the Mississippi Development Bank $28,000,000 Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project), dated December 19, 2013.

Other Outstanding Long-Term Debt

(As of April 2, 2024)

Issue	Date of Issue	Outstanding Principal
Tax Increment Limited Obligation Bonds (Chauvet Square Project Phase II)	5/01/2007	690,000
Tax Increment Limited Obligation Bonds (Southern Pointe Phase II)	4/10/2014	1,075,000
Taxable Tax Increment Limited Obligation Bonds, Series 2015 (Hattiesburg Clinic Midtown District Project)	12/01/2015	459,000
Certificates of Participation (Hattiesburg, MS Lease Purchase Project) Series 2015	12/29/2015	3,895,000
Taxable Tax Increment Limited Obligation Bonds (The Ridge at Turtle Creek Project) Series 2015 A	12/30/2015	691,000
Taxable Tax Increment Limited Obligation Bonds (Midtown Market Project) Series 2015 B	12/30/2015	119,000
Taxable Tax Increment Limited Obligation Bonds, Series 2016 (Whispering Pines Retirement Community Project)	8/10/2016	1,834,000
Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Cross Creek Multifamily Project)	2/01/2019	370,000
Taxable Tax Increment Limited Obligation Bonds, Series 2019 (Elam Arms Project)	11/26/2019	2,539,000
Taxable Tax Increment Limited Obligation Bonds, Series 2020 (Hardy South Planet Fitness Project)	4/01/2020	586,389
Taxable Note, Series 2020	6/02/2020	206,000
Total		**$12,464,389**

SOURCE: Office of the Chief Financial Officer.

Annual Debt Service Requirements

FY Ending September 30	General Obligation Bonds		
	Principal	Interest	Total
2024	3,337,863.00	2,338,859.03	5,676,722.03
2025	3,064,178.00	2,129,075.31	5,193,253.31
2026	2,645,000.00	2,017,446.27	4,662,446.27
2027	2,741,000.00	1,912,390.02	4,653,390.02
2028	1,365,000.00	1,830,950.02	3,195,950.02
2029	1,430,000.00	1,773,656.89	3,203,656.89
2030	1,495,000.00	1,713,473.76	3,208,473.76
2031	1,560,000.00	1,648,162.51	3,208,162.51
2032	1,345,000.00	1,591,231.26	2,936,231.26
2033	1,400,000.00	1,536,156.26	2,936,156.26
2034	1,470,000.00	1,469,256.26	2,939,256.26
2035	1,540,000.00	1,399,056.26	2,939,056.26
2036	1,615,000.00	1,325,431.26	2,940,431.26
2037	1,690,000.00	1,248,256.26	2,938,256.26
2038	1,760,000.00	1,175,793.76	2,935,793.76
2039	1,830,000.00	1,108,503.13	2,938,503.13
2040	1,900,000.00	1,036,200.00	2,936,200.00
2041	1,980,000.00	958,600.00	2,938,600.00
2042	2,060,000.00	877,800.00	2,937,800.00
2043	2,145,000.00	793,700.00	2,938,700.00
2044	2,230,000.00	706,200.00	2,936,200.00
2045	2,330,000.00	605,218.75	2,935,218.75
2046	2,450,000.00	489,525.00	2,939,525.00
2047	2,570,000.00	367,937.50	2,937,937.50
2048	2,700,000.00	240,193.75	2,940,193.75
2049	2,830,000.00	106,062.50	2,936,062.50
2050	935,000.00	18,700.00	953,700.00
Total	**$54,418,041.00**	**$32,417,835.76**	**$86,835,876.76**

General Obligation Bonded Debt

Issue	Fiscal Year Ended September 30				
	2023	2022	2021	2020	2019
General Obligation Water & Sewer Bonds (10/01/10)	1,825,000	2,010,000	2,190,000	2,360,000	2,525,000
General Obligation Pool Loan Refunding Bonds (11/03/15)	-0-	-0-	845,000	1,810,000	2,745,000
General Obligation Water & Sewer Refunding Bonds (11/24/15)	380,000	1,035,000	1,665,000	2,275,000	2,865,000
General Obligation Refunding Bonds (8/18/16)	-0-	-0-	-0-	1,470,000	2,916,000
General Obligation Bonds (3/7/19)	29,850,000	29,850,000	29,850,000	29,850,000	29,850,000
General Obligation Note (12/03/19)	1,713,041	2,532,326	3,327,746	4,100,000	-0-
General Obligation Bonds (8/25/20)	15,150,000	15,150,000	15,150,000	15,150,000	-0-
General Obligation Bonds (11/03/22)	5,500,000	-0-	-0-	-0-	-0-
Totals:	**$54,418,041**	**$49,337,326**	**$51,787,746**	**$57,775,000**	**$40,901,000**

Debt Ratios

FY Ended September 30	General Obligation Debt	General Obligation Debt to Assessed Value
2023	$54,418,041	10.01%
2022	49,337,326	9.47
2021	51,787,746	10.16
2020	57,775,000	11.50
2019	40,901,000	8.36

APPENDIX B
FINANCIAL INFORMATION FOR THE CITY

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FINANCIAL STATEMENT FOR FISCAL YEAR

ENDED SEPTEMBER 30, 2022

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ADOPTED BUDGET FOR FISCAL YEAR 2024

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APPENDIX C

FORM OF THE CITY BOND RESOLUTION AND THE CITY BOND

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INSERT CITY RESOLUTION ADOPTED.

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APPENDIX D

FORM OF BOND COUNSEL OPINION

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UPON THE DELIVERY OF THE SERIES 2024 BONDS, BUTLER SNOW LLP PROPOSES TO DELIVER AN OPINION IN SUBSTANTIALLY THE FOLLOWING FORM:

Mississippi Development Bank
Jackson, Mississippi

Re: $____,000* Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project), dated the date of delivery thereof (the "**Series 2024 Bonds**")

Ladies and Gentlemen:

We have acted as Bond Counsel in connection with the issuance by the Mississippi Development Bank (the "**Issuer**") of the above described Series 2024 Bonds, pursuant to an Indenture of Trust (the "**Indenture**"), dated ____, 2024, by and between the Issuer and Hancock Whitney Bank, as trustee (the "**Trustee**"). We have examined the law and a certified transcript of proceedings of the Issuer relative to the authorization, issuance and sale of the Series 2024 Bonds and such other papers as we have deemed necessary to render the opinions in this letter, including the Issuer's tax covenants and representations made in the Indenture and tax certificates and the tax covenants and representations made by City of Hattiesburg, Mississippi (the "**City**") in tax certificates and in a resolution (the "**City Bond Resolution**") adopted by the Mayor and the City Council of the City on April 16, 2024 (collectively, the "**Tax Representations and Covenants**").

The Series 2024 Bonds are being issued under the authority of Sections 31-25-1 *et seq*., Mississippi Code of 1972, as amended and supplemented from time to time (the "**Issuer Act**"), and Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the "**City's Bond Act**" and together with the Issuer Act, the "**Act**"), a resolution of the Board of Directors of the Issuer adopted on April 10, 2024, and the City Bond Resolution (together, the "**Resolution**").

The Resolution provides that the Series 2024 Bonds are being issued for the purpose of providing funds to finance the costs of purchasing the $____,000* City of Hattiesburg, Mississippi Public Improvement General Obligation Bond, Series 2024 (the "**City Bond**"), and paying the costs incident to the sale, issuance, and delivery of the Series 2024 Bonds and the City Bond. The City will use the proceeds of the City Bond to finance various capital improvements within the City, as more particularly described in the City Bond Resolution.

As to questions of fact material to our opinions, we have relied upon representations of the City and the Issuer, certified proceedings and other certifications of the City and the Issuer and other public officials furnished to us, including the Tax Representations and Covenants, without undertaking to verify the same by independent investigation. In all such examinations, we have assumed the genuineness of all signatures, the authenticity of all documents presented to us as originals, and the conformity to original documents of all copies submitted to us as certified, conformed, or photographic copies. As to certificates, we have assumed the same to be properly given and to be accurate.

Based on the foregoing and subject to the qualifications, statements of reliance and assumptions herein, we are of the opinion on the date hereof that:

1. Assuming the due authentication thereof by the Trustee, the Series 2024 Bonds are legal, valid and binding limited obligations of the Issuer enforceable against the Issuer. The Series 2024 Bonds are payable from and secured only by the certain payments and funds to be received by the Issuer and the Trustee and pledged to the Series 2024 Bonds under the Indenture.

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* Preliminary, subject to change.

2. The Indenture is a valid and binding agreement of the Issuer enforceable against the Issuer. The Indenture creates a valid pledge in the Funds and Accounts and the City Bond, including the investments thereof (excepting therefrom the Rebate Fund), subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

3. Under existing statutes, regulations, rulings and court decisions, subject to the assumptions stated below, interest on the Series 2024 Bonds is excludable from gross income for federal income tax purposes and is not a specific item of tax preference in the calculation of federal alternative minimum taxable income as defined in Section 55(b)(2) of the Internal Revenue Code of 1986, as amended (the "**Code**"); however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on such corporations. We express no opinion regarding other federal tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2024 Bonds. In rendering the opinion contained in this paragraph numbered 3, we have assumed continuing compliance with the requirements of Code that must be met by the Issuer and the City after the issuance of the Series 2024 Bonds, including the Tax Representations and Covenants, in order that interest on the Series 2024 Bonds not be included in gross income for federal income tax purposes. The failure to meet such requirements may cause interest on the Series 2024 Bonds to be includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2024 Bonds. The City and the Issuer have covenanted in the Tax Representations and Covenants to comply with or to require compliance with the requirements of the Code in order to maintain the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes.

4. Under and pursuant to the Act, the Series 2024 Bonds and interest thereon are exempt from all income taxes imposed by the State of Mississippi (the "**State**").

It is to be understood that the rights of the holders of the Series 2024 Bonds and the enforceability of the Series 2024 Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights heretofore or hereinafter enacted and that their enforcement may be subject to the exercise of judicial discretion in accordance with general principles of equity.

Owners of the Series 2024 Bonds should consult their own tax advisors as to the applicability and effect on their federal income taxes of any other collateral federal income tax consequences.

In this opinion letter, issued in our capacity as Bond Counsel, we are opining only upon those matters specifically set forth herein, and we are not passing upon the accuracy, adequacy or completeness of the Issuer's Official Statement or other representations, warranties or statements made in connection with any offer or sale of the Series 2024 Bonds or upon any federal or state tax consequences arising from the receipt or accrual of interest on or the ownership or disposition of the Series 2024 Bonds, except those specifically addressed herein, or upon any federal or state securities law with respect to the sale or distribution of the Series 2024 Bonds.

This opinion letter is an expression of professional judgment regarding the matters expressly addressed herein. It is neither a guarantee of result nor an insurance policy with respect to the transaction or the future actions or performance of any party or entity. Our services have not included any financial or other non-legal advice. We express no opinion other than as herein expressly stated in this letter, and no expansion of our opinion may be made by implication or otherwise. The opinions herein are given as of the date hereof and are based upon statutes, regulations, rulings and court decisions in effect on the date hereof and not as of any future date. It should be noted that material changes regarding matters of fact and applicable law may hereafter occur. We expressly disclaim any undertaking or responsibility to review, revise, update or supplement this opinion letter subsequent to its date for any reason or to advise you of any change in the law, whether by reason of legislative or regulatory action, by judicial decision or otherwise, or of any change of facts or circumstances or of any facts or circumstances that may hereafter come to our attention or for any other reason.

In rendering the foregoing opinions, we have assumed the accuracy and truthfulness of all public records and of all certificates, resolutions, documents and other proceedings examined by us that have been executed or certified by public officials acting within the scope of their official capacities and have not verified the accuracy or truthfulness thereof. We also have assumed the genuineness of the signatures appearing upon such public records, certifications, resolutions, documents and proceedings. In rendering this opinion, we have relied upon the opinion

of Balch & Bingham, LLP, Jackson, Mississippi, counsel for the Issuer, dated the date hereof, as to the due authorization and execution by and enforceability against the Issuer as to the Series 2024 Bonds and the Indenture.

Very truly yours,

BUTLER SNOW LLP

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APPENDIX E

DEFINITIONS

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1. DEFINITIONS

In addition to any words and terms elsewhere defined herein, the following words and terms shall have the following meanings, unless the context or use in this Official Statement otherwise requires. Words of the masculine gender should be deemed and constructed to include correlative words of the female and neuter gender. Capitalized terms used and not defined herein shall have the meanings ascribed to them in the Indenture and the City Bond Resolution, as the case may be.

Accounts

"Accounts" means the accounts created pursuant to Article VI of the Indenture.

Act

"Act" means together the Issuer Act and the City Bond Act.

Authorized Officer

"Authorized Officer" means the President, Vice President, Executive Director, Secretary or Assistant Secretary of the Issuer or such other person or persons who are duly authorized to act on behalf of the Issuer.

Beneficial Owner

"Beneficial Owner" means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a DTC participant on the records of such DTC participant, or such person's subrogee.

Bond Counsel

"Bond Counsel" means an attorney or firm of attorneys approved by the City and the Issuer nationally recognized in the area of municipal law and matters relating to the exclusion of interest on state and local government bonds from gross income under federal tax law, including particularly compliance with Section 148(f) of the Code. Butler Snow LLP, Ridgeland, Mississippi, is serving as Bond Counsel in connection with the sale and issuance of the Series 2024 Bonds.

Bond Issuance Expense Account

"Bond Issuance Expense Account" means the account by that name created pursuant to the Indenture.

Bond Register

"Bond Register" means the registration records of the Issuer kept by the Trustee to evidence the registration and transfer of the Bonds.

Bondholder

"Bondholder" or "holder of Bonds" or "owner of Bonds" or any similar term means the Registered Owner of any Bond.

Bonds

"Bonds" means the Series 2024 Bonds and any Refunding Bonds issued pursuant to the Indenture.

Business Day

"Business Day" means any day other than (a) a Saturday, (b) a Sunday, (c) any other day on which banking institutions in New York, New York or Ridgeland, Mississippi, are authorized or required not to be open for the transaction of regular banking business, (d) any day the City Courthouse in Hattiesburg, Mississippi is closed, or (e) a day on which the New York Stock Exchange is closed.

City

"City" means the City of Hattiesburg, Mississippi, a "local governmental unit" under the Issuer Act.

City Bond

"City Bond" means the $____,000* Public Improvement General Obligation Bond, Series 2024, issued by the City pursuant to the City Bond Resolution and registered to the Trustee as assignee of the Issuer pursuant to the Indenture.

City Bond Act

"City Bond Act" means the provisions of Mississippi Code of 1972, Sections 21-33-301 *et seq*., Mississippi Code of 1972, as amended or supplemented from time to time.

City Bond Payment

"City Bond Payment" means the amounts paid or required to be paid, from time to time, for principal, premium, if any, and interest on the City Bond held by the Trustee pursuant to the Indenture.

City Bond Purchase Agreement

"City Bond Purchase Agreement" means that certain City Bond Purchase Agreement, dated ____, 2024, by and between the City and the Issuer in connection with the issuance and sale of the City Bond.

City Bond Resolution

"City Bond Resolution" means that certain resolution adopted by the Mayor and the City Council of the City on April 16, 2024, in connection with the issuance of the City Bond.

Code

"Code" or "Internal Revenue Code" means the Internal Revenue Code of 1986, as amended, and all applicable Treasury Regulations promulgated thereunder.

City Project

"City Project" means providing financing for the costs authorized by the City Bond Act, including, but not limited to, financing certain capital projects of the City which shall consist of any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems,

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* Preliminary, subject to change.

and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing.

Costs of Issuance

"Costs of Issuance" means items of expense payable or reimbursable, directly or indirectly, by the Issuer and related to the authorization, sale, validation, issuance and/or delivery of the Series 2024 Bonds and the City Bond, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges (including Bond Counsel fees), financial/municipal advisory and professional consultants' fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of the Series 2024 Bonds, credit enhancements or liquidity facility fees, and other costs, charges and fees in connection with the foregoing.

Counsel

"Counsel" means an attorney or firm of attorneys duly admitted to practice law before the highest court of any state and approved by the Issuer, the City and the Trustee, as applicable.

Default

"Default" means an event or condition the occurrence of which, with the lapse of time or the giving of notice or both, would become an Event of Default under the Indenture.

DTC

"DTC" means The Depository Trust Company, New York, New York.

DTC Participants

"DTC Participants" shall have the meaning ascribed thereto in the Indenture.

Event of Default

"Event of Default" means any occurrence or event specified in the Indenture.

Fiscal Year

"Fiscal Year" means, when used with respect to the Issuer, the Issuer's fiscal year being the twelve (12) month period from July 1 through the following June 30 or such other fiscal year as may be established by the Issuer.

Funds

"Funds" means the funds created pursuant to Article VI of the Indenture (other than the Rebate Fund).

General Account

"General Account" means the account by that name created by the Indenture.

General Fund

"General Fund" means the fund by that name created by the Indenture.

Governmental Obligations

"Governmental Obligations" means to the extent permitted by State law (a) direct obligations of the United States of America; (b) obligations guaranteed as to principal and interest by the United States of America or any federal agency whose obligations are backed by the full faith and credit of the United States of America, including but not limited to: Department of Housing and Urban Development, Export-Import Bank, Farmers Home Administration (or successor thereto), Federal Financing Bank, Federal Housing Administration, Maritime Administration, Small Business Administration, which obligations include but are not limited to certificates or receipts representing direct ownership of future interest or principal payments on obligations described in clause (a) or in this clause (b) and which are held by a custodian in safekeeping on behalf of the holders of such receipts; and (c) obligations of any state of the United States of America or any political subdivision thereof, the full payment of principal of, premium, if any, and interest on which (i) is fully and unconditionally guaranteed or insured by the United States of America, or (ii) is provided for by an irrevocable deposit of the securities described in clause (i) to the extent such investments are permitted by State law.

Indenture

"Indenture" means the Indenture of Trust, and all supplements and amendments hereto entered into pursuant to Article XII of the Indenture.

Interest Payment Date

"Interest Payment Date" means any date on which interest is payable on the Bonds, and for the Series 2024 Bonds, means each May 1 and November 1, commencing November 1, 2024.

Investment Securities

"Investment Securities" means any and all securities, instruments and the like in which the Issuer is authorized from time to time to invest its funds under State law, including but not limited to Governmental Obligations.

Issuer

"Issuer" means the Mississippi Development Bank, a body corporate and politic exercising essential public functions, or any successor to its functions organized under the Issuer Act.

Issuer Act

"Issuer Act" means the provisions of Sections 31-25-1 *et seq.*, Mississippi Code of 1972, as amended or supplemented from time to time.

Local Governmental Unit

"Local Governmental Unit" means (a) any county, municipality, utility district, regional solid waste authority, county cooperative service district or political subdivision of the State, (b) the State or any agency thereof, (c) the institutions of higher learning of the State, (d) any education building corporation established for institutions of higher learning, or (e) any other governmental unit created under state law, such as the City. The City is a Local Governmental Unit under the Issuer Act.

Moody's

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall for any reason no longer perform the functions of a securities rating agency, "Moody's"

shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Issuer), with written notice to the Trustee.

Opinion of Bond Counsel

"Opinion of Bond Counsel" means an opinion by a nationally recognized firm experienced in matters relating to the tax exemption for interest payable on obligations of states and their instrumentalities and political subdivisions under federal law, and which is acceptable to the Issuer and the Trustee.

Outstanding

"Outstanding" or "Bonds Outstanding" means all Bonds, which have been authenticated and delivered by the Trustee under this Indenture, including Bonds held by the Issuer, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds deemed paid under Article IX of the Indenture; and

(c) Bonds in lieu of which other Bonds have been authenticated under Section 3.05, 3.06 or 3.10 of the Indenture.

Paying Agent

"Paying Agent" means the Trustee or any successor thereto, acting as the Paying Agent under the City Bond Resolution.

Principal Office

"Principal Office" means, as it relates to the Trustee, the address for the Trustee set forth under the definition of Notice Address in the Indenture.

Program

"Program" means the program for purchasing Securities of Local Governmental Units by the Issuer pursuant to the Issuer Act.

Program Expenses

"Program Expenses" means all of the fees and expenses of the Trustee relating to the Bonds or the City Bond and costs of determining the amount rebatable, if any, to the United States of America under the Indenture, all to the extent properly allocable to the Program and approved in writing by the Issuer.

Project

"Project" means using the proceeds of the Series 2024 Bonds to (a) provide funds to the City for the City Gas Project, the City Water & Sewer Project and the City Intent Project, as applicable; and (b) to pay the Costs of Issuance for the City Bond and the Series 2024 Bonds.

Purchase Account

"Purchase Account" means the account by that name created by the Indenture.

Rebate Fund

"Rebate Fund" means the fund by that name created by the Indenture.

Record Date

"Record Date" means, with respect to any Interest Payment Date, the fifteenth day of the calendar month next preceding such Interest Payment Date.

Redemption Account

"Redemption Account" means the account by that name created by the Indenture.

Redemption Price

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus premium, if any, and accrued interest payable upon redemption prior to maturity.

Refunding Bonds

"Refunding Bonds" means bonds issued pursuant to the Indenture and any Supplemental Indenture.

Registered Owner

"Registered Owner" means the person or persons in whose name any Bond shall be registered on the Bond Register.

Revenues

"Revenues" means the Funds and Accounts (except for the Rebate Fund) and all income, revenues and profits of the Funds and Accounts (except for the Rebate Fund) referred to in the granting clauses of the Indenture including, without limitation, all City Bond Payments and any additional amounts paid to the Trustee under the City Bond Resolution or from any other source whatsoever.

S&P

"S&P" means Standard & Poor's Ratings Group, a division of The McGraw Hill Companies, its successors and assigns, and, if dissolved or liquidated or if it no longer performs the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the City (with the approval of the Issuer), by written notice to the Trustee.

Securities

"Securities" means bonds, notes or other evidences of indebtedness issued by a Local Governmental Unit pursuant to the Issuer Act including the City Bond.

Series 2024 Bonds

"Series 2024 Bonds" means the $____,000[†] Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) issued pursuant to the Indenture.

[†]Preliminary, subject to change.

State

"State" means the State of Mississippi.

Supplemental Indenture

"Supplemental Indenture" means an indenture supplemental to or amendatory of the Indenture, executed by the Issuer and the Trustee in accordance with the Indenture.

Trust Estate

"Trust Estate" means the property, rights, and amounts pledged and assigned to the Trustee as security for the Bonds, pursuant to the granting clauses of the Indenture.

Trustee

"Trustee" means the state banking corporation or national banking association with corporate trust powers qualified to act as Trustee under this Indenture which may be designated (originally or as a successor) as Trustee for the owners of the Bonds issued and secured under the terms of this Indenture, and which shall initially be Hancock Whitney Bank, Ridgeland, Mississippi.

Underwriter

"Underwriter" means Raymond James & Associates, Inc., Memphis, Tennessee.

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APPENDIX F

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "**Disclosure Certificate**") is executed and delivered by the City of Hattiesburg, Mississippi (the "**City**") in connection with the issuance of $____,000 Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project), dated the date of delivery thereof (the "**Series 2024 Bonds**"). The Series 2024 Bonds are being issued pursuant to an Indenture of Trust (the "**Indenture**"), dated ____, 2024, between the Mississippi Development Bank (the "**Issuer**") and Hancock Whitney Bank, Ridgeland, Mississippi, as trustee (the "**Trustee**").

SECTION 1. **Purpose of this Disclosure Certificate**. This Disclosure Certificate is being executed and delivered by the City for the benefit of the holders and beneficial owners of the Series 2024 Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12(b)(5) of the Securities and Exchange Commission (the "**SEC**").

SECTION 2. **Definitions**. In addition to the definitions set forth in the Indenture or parenthetically defined herein, which apply to any capitalized terms used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"**Annual Report**" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Dissemination Agent**" shall mean any Dissemination Agent designated in writing by the City and which has filed with the City a written acceptance of such designation.

"**Fiscal Year**" shall mean the period beginning on October 1 of and ending on September 30, or such other 12-month period as may be adopted by the City in accordance with law.

"**Listed Events**" shall mean any of the events listed in Section 5 of this Disclosure Certificate.

"**MSRB**" shall mean the Municipal Securities Rulemaking Board. As of the date hereof, the MSRB's required method of filing is electronically via its Electronic Municipal Market Access (EMMA) system, which is currently available at http://emma.msrb.org.

"**Official Statement**" means the final Official Statement prepared in connection with the Series 2024 Bonds.

"**Participating Underwriter**" shall mean Raymond James & Associates, Inc., the original underwriter of the Series 2024 Bonds required to comply with the Rule in connection with an offering of the Series 2024 Bonds.

"**Rule**" shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as in effect on the date of this Disclosure Certificate.

SECTION 3. **Provision of Annual Reports**.

(a) The City shall, or shall cause the Dissemination Agent to, not later than twelve months after the end of each Fiscal Year (but no later than September 30 of each year), commencing twelve (12) months following the end of the City's Fiscal Year ending September 30, 2024, provide to the MSRB (in

an electronic format as prescribed by the MSRB), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. Not later than five (5) business days prior to said date, the City shall provide the Annual Report to the Dissemination Agent (if the City has selected one). The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the City may be submitted separately from the balance of the Annual Report.

(b) If the City is unable to provide to the MSRB an Annual Report by the date required in subsection (a), the City shall, in a timely manner, file or cause to be filed with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit "A."

SECTION 4. Content of Annual Reports. The City's Annual Report shall contain or incorporate by reference the following:

(a) A copy of its annual financial statements, if any, prepared in accordance with generally accepted accounting principles audited by a firm of certified public accountants. If audited annual financial statements are not available by the time specified in Section 3(a) above, the City shall provide reasonably available and accessible unaudited financial information (if any) describing the City's financial situation for the prior Fiscal Year and audited financial statements will be provided when and if available (as specified in Section 3(a)).

(b) An update of the type of information identified in Exhibit "B" hereto, which is contained in the tables in the Official Statement with respect to the Series 2024 Bonds.

Any or all of the items listed above may be incorporated by reference from other documents (including official statements), which are available to the public at the MSRB or filed with the SEC. The City shall clearly identify each such document incorporated by reference.

SECTION 5. Reporting of Listed Events. The City shall file or cause to be filed with the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the events listed below with respect to the Series 2024 Bonds. All of the events currently mandated by the Rule are listed below; however, some may not apply to the Series 2024 Bonds.

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, *if material*;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2024 Bonds, or other material events affecting the tax status of the Series 2024 Bonds;

(7) Modifications to rights of bondholders, *if material*;

(8) Series 2024 Bond calls, *if material*, and tender offers;

(9) Defeasances;

(10) Release, substitution or sale of property securing repayment of the Series 2024 Bonds, *if material;*

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the obligated person;[1]

(13) The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, *if material*;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, *if material*;

(15) Incurrence of a financial obligation[2] of the obligated person, *if material*, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, *if material*; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation[2] of the obligated person, any of which reflect financial difficulties.

SECTION 6. Format; Identifying Information. All documents provided to the MSRB pursuant to this Disclosure Certificate shall be in the format prescribed by the MSRB and accompanied by identifying information as prescribed by the MSRB.

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[1] For the purposes of the event identified in subparagraph (b)(5)(i)(C)(12) of the Rule, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and official or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

[2] For purposes of the events identified in subparagraphs (b)(5)(i)(C)(15) and (16) of the Rule, the term "financial obligation" is defined to mean a (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) a guarantee of (A) or (B). The term "financial obligation" shall not include municipal securities as to which a final official statement has been otherwise provided to the MSRB consistent with the Rule. In complying with Listed Events (15) and (16), the County intends to apply the guidance provided by the Rule or other applicable federal securities law, SEC Release No. 34-83885 (August 20, 2018) and any future guidance provided by the SEC or its staff.

As of the date of this Disclosure Certificate, all documents submitted to the MSRB must be in portable document format (PDF) files configured to permit documents to be saved, viewed, printed and retransmitted by electronic means. In addition, such PDF files must be word-searchable, provided that diagrams, images and other non-textual elements are not required to be word-searchable.

SECTION 7. Termination of Reporting Obligation. The City's obligations under this Disclosure Certificate shall terminate upon the earliest of: (i) the date of legal defeasance, prior redemption or payment in full of all of the Series 2024 Bonds; (ii) the date that the City shall no longer constitute an "obligated person" within the meaning of the Rule; or (iii) the date on which those portions of the Rule which require this written undertaking are held to be invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to the Series 2024 Bonds.

SECTION 8. Dissemination Agent.

(a) The City may, from time to time, appoint or engage a Dissemination Agent to assist the City in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If the City elects not to appoint a successor Dissemination Agent, it shall perform the duties thereof under this Disclosure Certificate. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate and any other agreement between the City and the Dissemination Agent.

(b) In addition to the filing duties on behalf of the City described in this Disclosure Certificate, the Dissemination Agent shall:

(1) each year, prior to the date for providing the Annual Report, determine the appropriate electronic format prescribed by the MSRB;

(2) send written notice to the City at least 45 days prior to the date the Annual Report is due stating that the Annual Report is due as provided in Section 3(a) hereof; and

(3) certify in writing to the City that the Annual Report has been provided pursuant to this Disclosure Certificate and the date it was provided.

(4) If the Annual Report (or any portion thereof) is not provided to the MSRB by the date required in Section (3)(a), the Dissemination Agent shall file with the MSRB a notice in substantially the form attached to this Disclosure Certificate as Exhibit A.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the City may amend this Disclosure Certificate and may waive any provision of this Disclosure Certificate, without the consent of the holders and beneficial owners of the Series 2024 Bonds, if such amendment or waiver does not, in and of itself, cause the undertakings herein (or action of any Participating Underwriter in reliance on the undertakings herein) to violate the Rule, but taking into account any subsequent change in or official interpretation of the Rule. The City will provide notice of such amendment or waiver to the MSRB.

SECTION 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the City from disseminating any other information, using the means of dissemination set forth

in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the City shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Default. In the event of a failure of the City to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Series 2024 Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the City to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the City to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the City, any Dissemination Agent, the Participating Underwriter and the holders and beneficial owners from time to time of the Series 2024 Bonds, and shall create no rights in any other person or entity.

DATE: _____

(SEAL)

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Mayor

ATTEST:

By _____
City Clerk

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Mississippi Development Bank
Name of Conduit Borrower:	City of Hattiesburg, Mississippi (the "**City**")
Name of Bond Issue:	$____,000 Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) (the "**Series 2024 Bonds**")
Date of Issuance:	____, 2024
CUSIP Numbers:	

NOTICE IS HEREBY GIVEN that the City has not provided an Annual Report with respect to the Series 2024 Bonds as required by the Continuing Disclosure Certificate executed on ___, 2024 by the City. The City anticipates that the Annual Report will be filed by _____ ___, 20___.

Dated: _____, _____

EXHIBIT B

Name of Issuer:	Mississippi Development Bank
Name of Conduit Borrower:	City of Hattiesburg, Mississippi (the "**City**")
Name of Bond Issue:	$____,000 Mississippi Development Bank Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project) (the "**Series 2024 Bonds**")
Date of Issuance:	____, 2024
CUSIP Numbers:	

Government

Name	Occupation	Position Held Since

TAX INFORMATION

Assessed Valuation of the City[1]

Assessment Year	Real Property	Personal Property	Public Utility Property	Mobile Homes	Auto-Mobiles	Total

Tax Levy Per $1,000 Valuation[2]

City - General Purpose:					
Operating Millage					
Debt Millage					
Total for City:					

[1] The total assessed valuation is approved in September preceding the fiscal year of the City and represents the value of real property, personal property and public utility property for the year indicated on which taxes are assessed for the following fiscal year's budget. For example, the taxes for the assessed valuation figures for 20__ are collected starting in January, 20__ for the 20__-20___ fiscal year budget of the City.

[2] Tax levy figures given is mills. The County levies a tax of nine cents per acre on all timbered and/or uncultivated land located in the County.

Ad Valorem Tax Collections

Fiscal Year Ended September 30	Amount Budgeted	Amount Collected	Difference Over/(Under)

Outstanding General Obligation Bonded Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

Other Outstanding Debt

(as of _____)

Issue	Date of Issue	Outstanding Principal

PRIVATE PLACEMENT AGREEMENT

This Private Placement Agreement, dated ____, 2024 (this "**Placement Agreement**"), is by and among the Mississippi Development Bank (the "**Issuer**"), a body politic existing under the Constitution and laws of the State of Mississippi (the "**State**"), the City of Hattiesburg, Mississippi (the "**City**"), a local governmental unit of the State, and Raymond James & Associates, Inc., Memphis, Tennessee (the "**Placement Agent**").

WITNESSETH:

WHEREAS, the Board of Directors of the Issuer, acting for and on behalf of the Issuer, has authorized the issuance of the Issuer's Special Obligation Bonds, Series 2024 (City of Hattiesburg, Mississippi Public Improvement General Obligation Bond Project), in the aggregate principal amount of ___ Million Dollars ($___,000,000) (the "**Series 2024 Bonds**"), pursuant to the provisions of an Indenture of Trust dated __, 2024 (the "**Indenture**"), by and between the Issuer and Hancock Whitney Bank, Ridgeland, Mississippi, as trustee (the "**Trustee**"); and

WHEREAS, the proceeds of the Series 2024 Bonds will be used to provide funds to purchase the City's $___,000,000 Public Improvement General Obligation Bond, Series 2024 (the "**City Bond**"), issued by the City pursuant to a resolution adopted by the Mayor and the City Council of the City on April 16, 2024 (the "**City Resolution**"); and

WHEREAS, in the Indenture and the City Resolution, the Issuer and the City direct that the proceeds of the Series 2024 Bonds be used for financing certain capital projects of the City which shall consist of any of, (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (together, the "**Project**"); and

WHEREAS, the Series 2024 Bonds are more fully described in the Indenture and in **SCHEDULE I** attached hereto; and

WHEREAS, the Issuer and the City have requested the Placement Agent to act as their agent in connection with the placement of the Series 2024 Bonds.

NOW, THEREFORE, for and in consideration of the covenants herein made, and upon the terms and subject to the conditions herein set forth, the parties hereto agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise herein defined shall have the meanings ascribed to them in the Indenture.

Section 2. Appointment of Placement Agent. Pursuant to the Indenture, the City Resolution and this Placement Agreement, the Issuer and the City hereby appoint the Placement

Agent as exclusive, best-efforts basis, placement agent with respect to the Series 2024 Bonds, and the Placement Agent hereby accepts such appointment, with such duties as described herein and in the Indenture.

Section 3. Placement of the Series 2024 Bonds. The Placement Agent hereby agrees, as the agent of the Issuer and the City, to place the Series 2024 Bonds with _____ (the "**Lender**"), pursuant to the terms of the Lender's Term Sheet, attached as **SCHEDULE II**, on a best-efforts basis. The Lender is to purchase the Series 2024 Bonds at a price equal to $___,000,000 (the "**Lender's Purchase Price**"). It is understood that the purchase of the Series 2024 Bonds by the Lender is subject to (a) receipt by the Lender and the Placement Agent of an opinion of Butler Snow LLP, Ridgeland, Mississippi ("**Bond Counsel**"), to the effect that the Series 2024 Bonds constitute valid and legally binding obligations of the Issuer, and to the effect that the interest on the Series 2024 Bonds is excludable from federal and State income taxation under existing laws, regulations, rulings and judicial decisions existing on the date hereof, with such exceptions as shall be required by the Internal Revenue Code of 1986, as amended; (b) the delivery of certificates in form and tenor satisfactory to Bond Counsel and the Lender evidencing (i) the proper execution and delivery of the Series 2024 Bonds and receipt of payment therefor, and (ii) certain tax matters related to the Series 2024 Bonds and the City Bond; (c) delivery to the Placement Agent and the Lender of a statement or opinion, as applicable, of each of the Issuer, Issuer's Counsel, the City and the City's Counsel, each dated as of the date of delivery of the Series 2024 Bonds and the City Bond, to the effect that there is no litigation pending or, to the knowledge of the signer or signers thereof, threatened relating to the issuance, sale, validation and delivery of the Series 2024 Bonds and the City Bond, as applicable; and (d) satisfaction of other conditions specified in the Indenture, the City Resolution and as may be required by the Lender or Bond Counsel. The Lender shall be required to disburse immediately available funds in the amount of the Lender's Purchase Price to or as directed by the Issuer on _____, 2024, the date of delivery and issuance of the Series 2024 Bonds (the "**Closing Date**"). The Placement Agent will receive a placement fee of $_____.00, payable from the proceeds of the Series 2024 Bonds. The Series 2024 Bonds will be placed on the Closing Date with the Lender under the exemptions set forth in Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

The Series 2024 Bonds shall be delivered in physical certificated form, without CUSIP numbers or rating and shall not be in book-entry form with a securities depository but shall be duly executed on the Issuer's behalf and authenticated by the Trustee under the Indenture in fully registered form in the principal amount provided in **SCHEDULE I**, registered in the name of the Lender. The Series 2024 Bonds will be made available to the Lender at least the business day prior to the Closing Date for inspection by the Lender.

Section 4. Payment to the Issuer. The Placement Agent agrees that it will, on the Closing Date, direct that the Lender transfer to or as directed by the Issuer the Lender's Purchase Price, in immediately available funds. If the Lender does not deposit with or as directed by the Issuer the Lender's Purchase Price of the Series 2024 Bonds or otherwise refuses to purchase the Series 2024 Bonds, the Placement Agent will use its reasonable best efforts to arrange for a

substitute purchaser for such Series 2024 Bonds on the terms set forth in Section 3, without any additional placement fee.

Section 5. Limitation. Nothing contained in this Placement Agreement shall obligate the Placement Agent to purchase the Series 2024 Bonds in the event the Lender fails to pay the Lender's Purchase Price of the Series 2024 Bonds or in the event the Placement Agent is unable to arrange for the purchase of the Series 2024 Bonds.

Section 6. Fees and Expenses. The Placement Agent fee set forth in Section 3 represents the total compensation due to the Placement Agent for its services under this Placement Agreement.

The City is responsible for all other expenses and fees due in connection with the sale, validation, delivery and issuance of the Series 2024 Bonds which are to be paid from the proceeds of the Series 2024 Bonds, as directed by the Issuer and the City, and pursuant to the Indenture.

Section 7. Governing Law. This Placement Agreement shall be governed by and construed in accordance with the laws of the State.

Section 8. Counterparts. This Placement Agreement may be executed in one or more counterparts, each of which shall be an original and all of which, when taken together, shall constitute but one and the same instrument.

Section 9. Binding Effect. This Placement Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns, except that no party hereto may assign any of its rights or obligations hereunder without the consent of the other party.

Section 10. Arm's Length Transaction. The Issuer and the City acknowledge and agree that (i) the purchase and sale of the Series 2024 Bonds pursuant to this Placement Agreement is an arm's length commercial transaction among the Issuer, the City, the Lender and the Placement Agent; (ii) in connection with such transaction, each of the Placement Agent, and the Lender is acting solely as a principal and not as an agent or a fiduciary of the Issuer or the City; (iii) neither the Placement Agent nor the Lender has assumed a fiduciary responsibility in favor of the Issuer or the City with respect to the offering of the Series 2024 Bonds or the process leading thereto (whether or not the Placement Agent, or any affiliate of the Placement Agent or the Lender, has advised or is currently advising the Issuer or the City on other matters) nor has it assumed any other obligation to the Issuer except the obligations expressly set forth in this Placement Agreement, (iv) each of the Placement Agent and the Lender has financial and other interests that differ from those of the Issuer and the City; and (v) the Issuer has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Series 2024 Bonds.

Section 11. Lender Letter. The Lender shall execute a Lender Letter in substance and in form satisfactory to the Issuer, the City and the Placement Agent to the effect that the Series 2024 Bonds are being purchased for the account of the Lender without intent to distribute.

[Remainder of Page Left Blank Intentionally]

If you agree with the foregoing, please sign and date this Placement Agreement in the space provided below and return one copy so executed to each of the Issuer, the Placement Agent and the City, whereby this Placement Agreement shall then become a binding agreement among such parties, as of the date first above written.

Executed on: _____, 2024

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Lindsey Rea, Managing Director

Accepted and agreed to as of
the date first above written:

MISSISSIPPI DEVELOPMENT BANK

By: _____
Executive Director

[Signature Page for Private Placement Agreement, among Raymond James & Associates, Inc., the Mississippi Development Bank and the City of Hattiesburg, Mississippi.]

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

[Signature Page for Private Placement Agreement, among Raymond James & Associates, Inc., the Mississippi Development Bank and the City of Hattiesburg, Mississippi.]

SCHEDULE I
To Private Placement Agreement
Dated: _____, 2024

MATURITY DATE (_____ 1)	PRINCIPAL AMOUNT	INTEREST RATE	PRICE
20	$___,000,000*	%	100%

*Term Bond subject to mandatory sinking fund redemption. Interest shall be payable semiannually commencing _____ 1, 20____, and each _____ 1 and _____ 1 thereafter.

(i) **Mandatory Sinking Fund Redemption**.

The Series 2024 Bonds are issued as a term bond subject to mandatory sinking fund redemption prior to their scheduled maturity on _____ 1, in each of the years set forth below, under the provisions of the Indenture at one hundred percent (100%) of the principal amount so paid, plus accrued interest thereon:

$___,000,000 Series 2024 Bonds Maturing _____1, 20__	
Year	Principal Amount
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036*	

*Final Maturity.

SCHEDULE I
To Private Placement Agreement
Dated: _____, 2024

[(ii) **Optional Redemption.** The Series 2024 Bonds are subject to redemption prior to their stated date of maturity, in whole or in part, subject to the limitations set forth below, on _____ 1, 20____ and any date thereafter, at a redemption price equal to the principal amount thereof together with accrued interest to the date fixed for redemption and without premium.] [Any partial redemption of the Series 2024 Bonds (a) must be in a principal

amount of at least $1,000,000, (b) shall occur no more than once during any consecutive 12-month period, and (c) shall be applied to the then remaining scheduled installments of principal payable on the Series 2024 Bonds in inverse order of principal installments due.]

SCHEDULE II
To Private Placement Agreement
Dated: _____, 2024

LENDER'S TERM SHEET

(attached)

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, aweekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 1,950 Published 4 times

Date 1st Published: March 21 Amt: 234.00

Date 2nd Published: March 28 Amt: 195.00

Date 3rd Published: April 4 Amt: 195.00

Date 4th Published: April 11 Amt: 195.00

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 819.00

Proof of Publication Fee: 3.00

TOTAL: 822.00

(signed) _____
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 11 day of April, 2024, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Amanda E Strange

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 358460 AMANDA E. STRANGE Commission Expires June 21, 2027 FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-Resolution 2024-10
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

PUBLIC NOTICE

There came on for consideration at a duly constituted meeting of the Mayor and Members of the City Council of the City of Hattiesburg, Mississippi, held on the 5th day of March, 2024, the following Resolution:

RESOLUTION 2024-10

The Mayor and City Council (the ""Governing Body"") of the City of Hattiesburg, Mississippi (the ""City""), acting for and on behalf of the City, took up for consideration the matter of providing financing for certain capital improvement projects of the City, and after a discussion of the subject matter, the following resolution was presented for consideration:

RESOLUTION DECLARING THE INTENTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY"), TO ISSUE GENERAL OBLIGATION BONDS OF THE CITY AND/OR ISSUE A GENERAL OBLIGATION BOND OF THE CITY FOR SALE TO THE MISSISSIPPI DEVELOPMENT BANK (THE "BANK"), IN ONE OR MORE TAXABLE OR TAX-EXEMPT SERIES, ALL IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED SEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS ($7,500,000) FOR VARIOUS CAPITAL IMPROVEMENT PROJECTS WITHIN THE CITY AS PROVIDED HEREIN; DIRECTING THE PUBLICATION OF A NOTICE OF SUCH INTENTION; AND FOR RELATED PURPOSES.

WHEREAS, the Governing Body, acting for and on behalf of the City, hereby finds, determines, adjudicates and declares as follows:

1. The City is authorized by Sections 21-33-301 et seq., Mississippi Code of 1972, as amended and/or supplemented from time to time (the ""City Bond Act"") to issue general obligation bonds for the purposes set forth therein, including, but not limited to, any of (i) purchasing and installing water meters within the City and repairing, improving and extending the waterworks, gas, electric and other public utility plants or distribution systems or franchises; (ii) establishing sanitary, storm, drainage or sewerage systems, and repairing, improving and extending the same; and (iii) for other authorized purposes under the City Bond Act, including funding capitalized interest, if applicable, and paying the costs of borrowing (collectively, the ""Project"").

2. The City is also authorized under Sections 31-25-1 et seq., Mississippi Code of 1972, as amended and supplemented from time to time (the ""Bank Act"" and together with the City Bond Act, the "Act"), and other applicable laws of the State of Mississippi (the ""State""), to issue a general obligation bond of the City to be sold to the Mississippi Development Bank (the ""Bank"") to finance the costs of the Project.

3. The Project is in accordance with and in furtherance of the provisions of the Act.

4. The Governing Body is authorized to provide financing for the costs of the Project either (a) through the issuance of general obligation bonds of the City (the ""Bonds""), in one or more taxable or tax-exempt series, pursuant to the City Bond Act, and/or, (b) through the issuance of a general obligation bond of the City to be sold to the Bank (the ""City Bond""), in one or more taxable or tax-exempt series, pursuant to the Act, all in a total aggregate principal amount not to exceed Seven Million Five Hundred Thousand Dollars ($7,500,000).

5. As of March 1, 2024, (a) the assessed value of all taxable property within the City, according to the last completed assessment for taxation is $543,888,407, and (b) the City has (i) outstanding bonded indebtedness as subject to the fifteen percent (15%) debt limit prescribed by Section 21 33 303 of the City Bond Act in the amount of $52,999,178, and (ii) outstanding bonded and floating indebtedness as subject to the twenty percent (20%) debt limit prescribed by Section 21 33 303 of the City Bond Act (which amount includes the sum set forth above subject to the fifteen percent (15%) debt limit), in the amount of $52,999,178.

6. The Bonds and/or the City Bond, when added to the outstanding bonded indebtedness of the City, including any indebtedness of the City issued subsequent to the adoption of this resolution but prior to the issuance of the Bonds and/or the City Bond, will not result in bonded indebtedness, exclusive of indebtedness not subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen per-

[redacted] subject to the aforesaid fifteen percent (15%) debt limit, of more than fifteen percent (15%) of the assessed value of all taxable property within the City, will not result in indebtedness both bonded and floating, exclusive of indebtedness not subject to the aforesaid twenty percent (20%) debt limit, in excess of twenty percent (20%) of the assessed value of all taxable property within the City, and will not exceed any constitutional or statutory limitation upon indebtedness which may be incurred by the City.

7. There has been no increase in said bonded and floating general obligation indebtedness of the City since March 1, 2024.

8. It is necessary for the health and well-being of the citizens of the City and it is in the best interest of the City for the Governing Body to provide financing for the costs of the Project by borrowing money through the issuance of the Bonds and/or the City Bond, all in accordance with the Act.

9. The Governing Body is authorized and empowered by the Act to issue the Bonds and/or the City Bond for the purposes as hereinafter set forth and there are no other available funds on hand or available from regular sources of income for such purposes.

10. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to Department of Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations"). The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued and incurred for the Project is the amount hereinabove set forth.

11. NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY, ACTING FOR AND ON BEHALF OF THE CITY, AS FOLLOWS:

SECTION 1. The Governing Body, acting for and on behalf of the City, hereby declares its intention to issue and sell the Bonds and/or the City Bond to the Bank, all in one or more taxable or tax-exempt series and all in the total aggregate principal amount not to exceed [redacted] Five Hundred Thousand Dollars ($[redacted]).

SECTION 2. The Bonds and/or the City Bond are to be issued to raise money for the purpose of financing the Project in accordance with the Act.

SECTION 3. The Bonds and/or the City Bond may be issued in one or more taxable or tax-exempt series and, if issued, will be general obligations of the City payable as to principal and interest out of and secured by an irrevocable pledge of the avails of a direct and continuing tax to be levied annually without limitation as to time, rate, or amount upon all the taxable property within the geographical limits of the City; provided, however, that such tax levy for any year shall be abated pro tanto to the extent the City on or prior to September 1 of that year has transferred money to the bond fund of the Bonds and/or the City Bond, or has made other provisions for funds, to be applied toward the payment of the principal of and interest on the Bonds and/or the City Bond due during the ensuing fiscal year of the City, in accordance with the provisions of the bond resolution adopted by the Governing Body in connection with the issuance of the Bonds and/or the City Bond, including, but not limited to, revenues of the combined water and sewer system of the City.

SECTION 4. The Governing Body proposes to direct the issuance of all or any portion or series of the Bonds and/or the City Bond in the amount and for the purposes and secured as aforesaid at a meeting of the Governing Body to be held at its usual meeting in the City Hall, located at 200 Forrest Street, Hattiesburg, Mississippi, at the hour of 5:00 o'clock p.m. on April 16, 2024, or at some meeting or meetings subsequent thereto; provided, however, that if ten percent (10%) of the qualified electors of the City or fifteen hundred (1,500), whichever is less, shall file a written protest with the City Clerk of the City (the ""City Clerk"") in the City Clerk's office located at City Hall, against the issuance of the Bonds and/or the City Bond on or before 4:00 o'clock p.m. on April 16, 2024, then the Bonds and/or the City Bond shall not be issued unless approved at an election on the question thereof called and held as is provided by law; provided, further that if no written protest is filed, then the Bonds and/or the City Bond may be issued and sold, in one or more taxable or tax-exempt series, without an election on the ques-

provided by law, provided, further that if no written protest is filed, then the Bonds and/or the City Bond may be issued and sold, in one or more taxable or tax-exempt series, without an election on the question of the issuance thereof at any time within a period of two (2) years after April 16, 2024.

SECTION 5. This resolution shall be published once a week for at least three (3) consecutive weeks in The Pine Belt News, a newspaper published in the City of Hattiesburg, Mississippi, and having general circulation in the City and qualified under the provisions of Section 13-3-31, Mississippi Code of 1972, as amended and supplemented from time to time. The first publication of this resolution shall be made not less than twenty-one (21) days prior to the date fixed herein, and the last publication shall be made not more than seven (7) days prior to such date.

SECTION 6. The City Clerk shall be and is hereby directed to procure from the publisher of the aforesaid newspaper the customary proof of the publication of this resolution and have the same before the Governing Body on the date and hour specified in Section 4 hereof.

SECTION 7. The City reasonably expects that it will incur expenditures prior to the issuance of the Bonds and/or the City Bond which it intends to reimburse with the proceeds of the Bonds and/or the City Bond upon the issuance thereof. This declaration of official intent to reimburse expenditures made prior to the issuance of the Bonds and/or the City Bond in anticipation of the issuance of the Bonds and/or the City Bond is made pursuant to the Reimbursement Regulations. The Project for which such expenditures are made is the same as described hereinabove. The maximum principal amount of debt expected to be issued for the Project is the amount hereinabove set forth.

SECTION 8. If any one or more of the provisions of this resolution shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any of the other provisions of this resolution, but this resolution shall be construed and enforced as if such illegal or invalid provision or provisions had not been contained herein.

[Remainder of Page Left Blank Intentionally]

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member Carroll, seconded by Council Member Ware and was adopted by the following roll call vote, to wit:

YEAS:
George
Delgado
Carroll
Ware
Brown
NAYS:
ABSENT:

The President thereby declared the motion carried and the Intent Resolution adopted this the 5th day of March 2024.

(SEAL)
ATTEST:
/s/ Bonda S. Kennedy
CLERK OF COUNCIL
ADOPTED:
/s/ Jeffrey George
PRESIDENT

The above and foregoing Intent Resolution having been submitted to and approved by the Mayor, this the 5th day of March 2024.

/s/ Nannas Eaton
CITY CLERK
/s/ Toby Barker
MAYOR

Published March 21, 28, April 4, 11, 2024

Memorandum

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

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Adopt Resolution declaring property identified as Forrest County Parcel PPIN 25271 necessary for public use as part of the FEMA Hazard Mitigation Grant Program (HMGP) Project DR-4429-0014-R, establishing just compensation and authorizing the Mayor to make a fair market value offer to Mickey G. and Brenda G. Allen and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and authorize issuance of manual check.**
File Number: 2024-100
Minute Book #

Summary
Adopt Resolution declaring property identified as Forrest County Parcel PPIN 25271 necessary for public use as part of the FEMA Hazard Mitigation Grant Program (HMGP) Project DR-4429-0014-R, establishing just compensation and authorizing the Mayor to make a fair market value offer to Mickey G. and Brenda G. Allen and any and all interest holders in said property, and to acquire rights to the property from all interest holders, and authorize issuance of manual check.

Recommendation Statement
I recommend that this item be added to the Council's agenda and approved.

Please place this on the April 16, 2024 City Council meeting for consideration.

Prepared by and return to:
City of Hattiesburg
Clerk of Council
P.O. Box 1898
Hattiesburg, MS 39403
601-545-4551

INDEXING INSTRUCTIONS:
Lot 1 and Part of Lot 2, Block A,
Woodland Hills Subdivision,
City of Hattiesburg, Forrest County,
Mississippi

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 all of which are hereby acknowledged,

MICKEY G. ALLEN and BRENDA G. ALLEN
69 Bridgefield Turn
Hattiesburg, MS 39402
_____-_____-_____

the undersigned Grantors, do hereby grant, bargain, sell, convey, and warrant unto Grantee,

CITY OF HATTIESBURG, MISSISSIPPI,
a Political Subdivision of the State of Mississippi
P.O. Box 1898
Hattiesburg, MS 39403
601-545-4540

the following described real property, lying and situated in Forrest County, Mississippi, to-wit:

> Lot 1 and Part of Lot 2, Block A, Woodland Hills Subdivision, City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file in the Office of the Chancery Clerk, and more particularly described in the attached Exhibit A, incorporated herein by reference.

This property is conveyed subject to all easements, roadways, servitudes, restricted covenants, and oil, gas, and other mineral reservations, exceptions, conveyances, leases, and other matters of record.

This conveyance includes all improvements located on the above-described land. The consideration herein named is in full payment of all said improvements.

It is further understood and agreed that this instrument constitutes the entire agreement between the Grantors and the Grantee as to the subject matter, there being no oral agreements or representations of any kind.

WITNESS GRANTOR'S SIGNATURE this the _____ day of _____, 2024.

MICKEY G. ALLEN

_____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the above said County and State, the within named MICKEY G. ALLEN, who acknowledged that he signed, executed, and delivered the above and foregoing Warranty Deed on the day and year therein stated as his free and voluntary act and deed.

Given under my hand and seal of office this the _____ day of _____, 2024.

_____
NOTARY

My Commission Expires:

BRENDA G. ALLEN

_____

STATE OF MISSISSIPPI

COUNTY OF _____

Personally appeared before me, the undersigned authority in and for the above said County and State, the within named BRENDA G. ALLEN, who acknowledged that she signed, executed,

and delivered the above and foregoing Warranty Deed on the day and year therein stated as her free and voluntary act and deed.

Given under my hand and seal of office this the _____ day of _____, 2024.

_____
NOTARY

My Commission Expires:

EXHIBIT A

All of Lot One (1) and a part of Lot Two (2) of Block "A" of Woodland Hills Subdivision, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows: All of Lot One (1) of above said Block and Subdivision and a part of Lot Two (2) described as beginning at the southwest corner of said Lot Two (2), and run Southeasterly along the southerly boundary of said Lot Two (2) for 20.85 feet, thence run Northerly to a point on the most Southerly boundary of Adeline Street, said point being 10 feet in a Southeasterly direction, as measured along the most Southerly boundary of Adeline Street, from the Northwest corner of above said Lot Two (2), thence run Northwesterly and along said most Southerly boundary of Adeline Street for 10 feet to the Northwest corner of said Lot Two (2), thence run Southerly along the dividing line between lots One (1) and Two (2) for 176 feet to the Point of Beginning.

Said legal is the same legal description as in that certain Warranty Deed filed of record in the Office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed Book 381 at Page 215 on July 31, 1973.

David B. Miller
Attorney at Law
308 Short Bay St.
Hattiesburg, MS 39401
601-310-4613
davidbrooksmiller@gmail.com

September 24, 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. 2-039D-18-012.00 (PPIN 25271)

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 in the attached Exhibit A, incorporated herein by reference.

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 Mickey G. Allen and wife, Brenda G. Allen, pursuant to that certain Warranty Deed from Quantum Possibilities, LLC, to Mickey G. Allen and wife, Branda G. Allen, as recorded June 11, 2018, in Deed Book 1282 at Pages 627 ff., in the Office of the Chancery Clerk of Forrest County subject to the following exceptions:

1. That certain Deed of Trust among Mickey G. Allen and Brenda N. Allen, Grantors, Magnolia State Bank, Lender, and Lillous Ann Shoemaker, Trustee, as recorded June 11, 2018, at Mortgage Book 2180 at Pages 273 ff., in the Office of the Chancery Clerk of Forrest County.

2. That certain Assignment of Leases and Rents between Mickey G. Allen and Brenda N. Allen, Assignors, and Magnolia State Bank, Lender, as recorded June 11, 2018, at Mortgage Book 2180 at Pages 289 ff., in the Office of the Chancery Clerk of Lamar County

3. That certain lien for unpaid year 2021 ad valorem property taxes as sold to MS TL LLC RAI as Custodian. on August 29, 2022, via Receipt No. 23245, subject to the statutory right of redemption.

4. That certain lien for unpaid year 2022 ad valorem property taxes as sold to Woodmark Investments LLC on August 28, 2023, via Receipt No. 23499, subject to the statutory right of redemption.

5. 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.

6. Any and all easements and rights-of-way for streets, sidewalks, and utilities, whether of record or of use.

7. The limitations, reservations, and terms of the aforesaid Warranty Deed.

8. Any unrecorded materialman's or mechanic's liens.

9. 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 September 24, 2023, at 5:00 p.m., which shall be deemed to be the date and time of this opinion.

Sincerely,

David B. Miller

EXHIBIT A

All of Lot One (1) and a part of Lot Two (2) of Block "A" of Woodland Hills Subdivision, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows: All of Lot One (1) of above said Block and Subdivision and a part of Lot Two (2) described as beginning at the southwest corner of said Lot Two (2), and run Southeasterly along the southerly boundary of said Lot Two (2) for 20.85 feet, thence run Northerly to a point on the most Southerly boundary of Adeline Street, said point being 10 feet in a Southeasterly direction, as measured along the most Southerly boundary of Adeline Street, from the Northwest corner of above said Lot Two (2), thence run Northwesterly and along said most Southerly boundary of Adeline Street for 10 feet to the Northwest corner of said Lot Two (2), thence run Southerly along the dividing line between lots One (1) and Two (2) for 176 feet to the Point of Beginning.

Said legal is the same legal description as in that certain Warranty Deed filed of record in the Office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed Book 381 at Page 215 on July 31, 1973.

David B. Miller
Attorney at Law
308 Short Bay St.
Hattiesburg, MS 39401
601-310-4613
davidbrooksmiller@gmail.com

February 27, 2024

Mr. Mickey G. Allen
Mrs. Brenda G. Allen
P.O. Box 17618
Hattiesburg, MS 39404

Re: Parcel No. 2-039D-18-012.00 (PPIN 25271)

Dear Mr. and Mrs. Allen:

Please accept this letter as the formal offer of my client, the City of Hattiesburg, to purchase the above referenced real property as more particularly described in the enclosed exhibit for the sum of Two Hundred Forty Six Thousand Dollars ($246,000).

This offer represents the City's best estimate of the fair market value of said property as indicated in a professional appraisal report recently obtained by the City. Please be advised that this offer is conditioned upon your ability to convey fee simple title to said property free from any liens or other encumbrances, excluding easements of record and mineral interests reserved by prior owners.

If you wish to accept the City's offer, please contact me as indicated above or the City's Chief Administrative Officer Ann Jones at annjones@hattiesburgms.com or 601-545-4503 to schedule closing of the transaction at your convenience.

Thank you for your time and attention in this matter. Please let me know if any additional information or documentation would facilitate your consideration of the City's offer.

Sincerely,

David B. Miller

Enclosure (1).

EXHIBIT A

All of Lot One (1) and a part of Lot Two (2) of Block "A" of Woodland Hills Subdivision, as per the map or plat thereof on file in the Office of the Chancery Clerk of Forrest County, Mississippi, and more particularly described as follows: All of Lot One (1) of above said Block and Subdivision and a part of Lot Two (2) described as beginning at the southwest corner of said Lot Two (2), and run Southeasterly along the southerly boundary of said Lot Two (2) for 20.85 feet, thence run Northerly to a point on the most Southerly boundary of Adeline Street, said point being 10 feet in a Southeasterly direction, as measured along the most Southerly boundary of Adeline Street, from the Northwest corner of above said Lot Two (2), thence run Northwesterly and along said most Southerly boundary of Adeline Street for 10 feet to the Northwest corner of said Lot Two (2), thence run Southerly along the dividing line between lots One (1) and Two (2) for 176 feet to the Point of Beginning.

Said legal is the same legal description as in that certain Warranty Deed filed of record in the Office of the Chancery Clerk of Forrest County, Mississippi, in Land Deed Book 381 at Page 215 on July 31, 1973.

INVOICE

FROM:

Michael T. Allen, Inc.
Michael T. Allen, Inc.
P O BOX 691
Carriere, MS 39426-7321

Telephone Number: (601) 447-5434 **Fax Number:** (601) 268-9488

TO:

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

E-Mail: annjones@hattiesburgms.com
Telephone Number: 601-545-4503 **Fax Number:**
Alternate Number: 601-297-8903

INVOICE NUMBER	
09/07/2023	
DATES	
Invoice Date:	083123A
Due Date:	
REFERENCE	
Internal Order #:	083123A
Lender Case #:	
Client File #:	
FHA/VA Case #:	
Main File # on form:	083123A
Other File # on form:	083123A
Federal Tax ID:	
Employer ID:	

DESCRIPTION

Lender:
Client: City of Hattiesburg
Purchaser/Borrower: N/A
Property Address: 3422 W Adeline St
City: Hattiesburg
County: Forrest **State:** MS **Zip:** 39402
Legal Description: See attached tax card

FEES	AMOUNT
Market Value Analysis	400.00
SUBTOTAL	400.00

PAYMENTS			AMOUNT
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
Check #:	**Date:**	**Description:**	
		SUBTOTAL	
Payable upon receipt		**TOTAL DUE**	$ 400.00

Serial# B7CD7BEE
esign.alamode.com/verify

AI Reports™
Form 100.05*

Client File #:		Appraisal File #:	083123A

Appraisal Report · Residential

Appraisal Company:	Michael T Allen, Inc		
Address:	277 Lumpkin Rd, Carriere, MS 39426		
Phone:	601-447-5434	Fax:	Website:

Appraiser: Michael Allen	Co-Appraiser:
AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA ☐ AI-GRS ☐ AI-RRS	AI Membership (if any): ☐ SRA ☐ MAI ☐ SRPA ☐ AI-GRS ☐ AI-RRS
AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate	AI Status (if any): ☐ Candidate for Designation ☐ Practicing Affiliate
Other Professional Affiliation:	Other Professional Affiliation:
E-mail: mtabeliever1@comcast.net	E-mail:
Client: City of Hattiesburg	Contact:
Address: 200 Forrest Street, Hattiesburg, MS 39401	
Phone: 601-545-4503 Fax:	E-mail: annjones@hattiesburgms.com

SUBJECT PROPERTY IDENTIFICATION

Address: 3422 W Adeline St

City: Hattiesburg County: Forrest State: MS ZIP: 39402

Legal Description: See attached tax card

Tax Parcel #: 2-039D-18-012.00 RE Taxes: 3,048.98 Tax Year: 2022

Use of the Real Estate As of the Date of Value: Single Family Residential

Use of the Real Estate Reflected in the Appraisal: Single Family Residential

Opinion of highest and best use (if required): Single Family Residential

SUBJECT PROPERTY HISTORY

Owner of Record: Allen Mickey G & Brenda N Allen

Description and analysis of sales within 3 years (minimum) prior to effective date of value: The subject shows no transfers in the last three years prior to the acceptance of this assignment. The comparables did not have any transfers for the last year.

Description and analysis of agreements of sale (contracts), listings, and options: None

RECONCILIATIONS AND CONCLUSIONS

Indication of Value by Sales Comparison Approach	$ 246,000
Indication of Value by Cost Approach	$
Indication of Value by Income Approach	$

Final Reconciliation of the Methods and Approaches to Value: Most emphasis and credibility was placed on the sale comparsion approach. The cost approach was not developed. The income approach was not developed for this subject.

Opinion of Value as of: 09/04/2023	$ 246,000
Exposure Time: see USPAP addendum	

The above opinion is subject to: ☒ Hypothetical Conditions and/or ☐ Extraordinary Assumptions cited on the following page.

*NOTICE: The Appraisal Institute publishes this form for use by appraisers where the appraiser deems use of the form appropriate. Depending on the assignment, the appraiser may need to provide additional data, analysis and work product not called for in this form. The Appraisal Institute makes no representations, warranties or guarantees as to, and assumes no responsibility for, the data, analysis or work product, or third party certifications, verifications, data specifications, scores, indexes, or valuation tools, used or provided by the individual appraiser(s) or others in the specific contents of the AI Reports®. AI Reports® Report - Residential© Appraisal Institute 2017, All Rights Reserved June 2017

Michael T. Allen

Serial# B7CD7BEE
esign.alamode.com/verify

Client:	City of Hattiesburg	Client File #:	
Subject Property:	3422 W Adeline St, Hattiesburg, MS 39402	Appraisal File #:	083123A

ASSIGNMENT PARAMETERS

Intended User(s): The client and owner of record

Intended Use: Client's purpose

This report is not intended by the appraiser for any other use or by any other user.

Type of Value: Market Value Effective Date of Value: 09/04/2023

Interest Appraised: ☒ Fee Simple ☐ Leasehold ☐ Other

Hypothetical Conditions: (A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results.) None

Extraordinary Assumptions: (An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results.) None

This is an Appraisal Report in accordance with Standard Rule 2-2(a) of the Uniform Standard of Professional Appraisal Practice (USPAP).

SCOPE OF WORK

Definition: The scope of work is the type and extent of research and analysis in an assignment. Scope of work includes the extent to which the property is identified, the extent to which tangible property is inspected, the type and extent of data research, and the type and extent of analysis applied to arrive at credible opinions or conclusions. The specific scope of work for this assignment is identified below and throughout this report.

Scope of Subject Property Inspection/Data Sources Utilized

Appraiser

Property Inspection: ☒ Yes ☐ No

Date of Inspection: 09/04/2023

Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted: Forrest County tax and MLS

Co-Appraiser

Property Inspection: ☐ Yes ☐ No

Date of Inspection:

Describe Scope of Property Inspection, Source of Area Calculations and Data Sources Consulted:

Approaches to Value Developed

Cost Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Sales Comparison Approach:

☒ Is necessary for credible results and is developed in this analysis
☐ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Income Approach:

☐ Is necessary for credible results and is developed in this analysis
☒ Is not necessary for credible results; not developed in this analysis
☐ Is not necessary for credible results but is developed in this analysis

Additional Scope of Work Comments: see addendum

Significant Real Property Appraisal Assistance: ☒ None ☐ Disclose Name(s) and contribution:

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Serial# B7CD7BEE
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Client:	City of Hattiesburg	Client File #:	
Subject Property:	3422 W Adeline St, Hattiesburg, MS 39402	Appraisal File #:	083123A

MARKET AREA ANALYSIS

Location	Built Up	Growth	Supply & Demand	Value Trend	Typical Marketing Time
☐ Urban	☐ Under 25%	☐ Rapid	☒ Shortage	☐ Increasing	☒ Under 3 Months
☒ Suburban	☐ 25-75%	☒ Stable	☐ In Balance	☒ Stable	☐ 3-6 Months
☐ Rural	☒ Over 75%	☐ Slow	☐ Over Supply	☐ Decreasing	☐ Over 6 Months

Neighborhood Single Family Profile

Price		Age
70	Low	10
300	High	75
210	Predominant	40

Neighborhood Land Use

1 Family	85%	Commercial	5%
Condo	0%	Vacant	10%
Multifamily	0%		%

Neighborhood Name: Hattiesburg

PUD ☐ Condo ☐ HOA: $ 0/

Amenities:

Market area description and characteristics: Market conditions are considered average in this GLA and age for this marketing area. Interest rates continue to be excellent and offer great deals to qualified buyers. Seller concessions, special financing, and other pricing factors have minimal effect on overall marketability and market value.

SITE ANALYSIS

Dimensions: 120x180x111.15x175.8	Area: 20,561 sf
View: N;Res;	Shape: Mostly rectangular
Drainage: Typical for parcel only	Utility: Average

Site Similarity/Conformity To Neighborhood

Size:	View:
☐ Smaller than Typical	☐ Favorable
☒ Typical	☒ Typical
☐ Larger than Typical	☐ Less than Favorable

Zoning/Deed Restriction

Zoning: R1 - Single Family

☒ Legal ☐ No zoning
☐ Legal, non-conforming
☐ Illegal

Covenants, Condition & Restrictions
☐ Yes ☒ No ☐ Unknown

Documents Reviewed
☐ Yes ☐ No

Ground Rent $ /

Utilities

Electric	☒ Public	☐ Other	
Gas	☒ Public	☐ Other	
Water	☒ Public	☐ Other	
Sewer	☒ Public	☐ Other	

Off Site Improvements

Street	☒ Public	☐ Private	Asphalt
Alley	☐ Public	☐ Private	None
Sidewalk	☐ Public	☐ Private	None
Street Lights	☒ Public	☐ Private	

Site description and characteristics: Typical lot in this part of Hattiesburg. Located at the end of 37th Ave and Adeline. Close to amenities in town and quick access to Hardy St.

HIGHEST AND BEST USE ANALYSIS

☒ Present Use ☐ Proposed Use ☐ Other

Summary of highest and best use analysis: The Highest and Best Use of this subject as vacant would be to construct a single family residence as currently in place.

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Client:	City of Hattiesburg	Client File #:	
Subject Property:	3422 W Adeline St, Hattiesburg, MS 39402	Appraisal File #:	083123A

IMPROVEMENTS ANALYSIS

General	Design: Ranch	No. of Units: 1	No. of Stories: 1	Actual Age: 56	Effective Age: 15
☒ Existing ☐ Under Construction ☐ Proposed		☐ Attached	☒ Detached	☐ Manufactured	☐ Modular
Other:					

Exterior Elements	Roofing: Composite	Siding: Brick/Wood	Windows: Alum
☒ Patio Uncovered ☐ Deck	☒ Porch Covered ☐ Pool	☐ Fence	
Other:			

Interior Elements	Flooring: Tile	Walls: Sheetrock	☒ Fireplace # 1
Kitchen: ☐ Refrigerator ☒ Range ☒ Oven ☐ Fan/Hood ☒ Microwave ☐ Dishwasher	Countertops:		
Other:			

Foundation	☐ Crawl Space	☒ Slab Concrete	☐ Basement
Other:			

Attic	☐ None ☐ Scuttle	☒ Drop Stair	☐ Stairway	☐ Finished
Mechanicals	HVAC: Electric	Fuel: Electric	Air Conditioning: Electric	
Car Storage	☒ Driveway 1	☐ Garage	☒ Carport 2	☐ Finished
Other Elements				

Above Grade Gross Living Area (GLA)

	Living	Dining	Kitchen	Den	Family	Rec.	Bedrms	# Baths	Utility	Other	Area Sq. Ft.
Level 1	1		1	1			3	2.0	1		1,953
Level 2											

Finished area above grade contains: Bedroom(s): 3 Bath(s): 2.0 GLA: 1,953

Summarize Above Grade Improvements: Typical ranch home with typical ornamentation and design for this midtown area of Hattiesburg.

Below Grade Area or Other Area

	Living	Dining	Kitchen	Den	Family	Rec.	Bedrms	# Baths	Utility	% Finished	Area Sq. Ft.
Below Grade											
Other Area											

Summarize below grade and/or other area improvements:

Discuss physical depreciation and functional or external obsolescence: None

Discuss style, quality, condition, size, and appeal of improvements including conformity to market area: C3;Subject is in good condition on exterior and interior. No observed deferred maintenance or repair items.

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Client:	City of Hattiesburg	Client File #:	
Subject Property:	3422 W Adeline St, Hattiesburg, MS 39402	Appraisal File #:	083123A

SITE VALUATION

Site Valuation Methodology

☐ Sales Comparison Approach: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.

☐ Market Extraction: A method of estimating land value in which the depreciated cost of the improvements on the improved property is estimated and deducted from the total sale price to arrive at an estimated sale price for the land; most effective when the improvements contribute little to the total sale price of the property.

☐ Alternative Method: (Describe methodology and rationale)

Site Valuation

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	3422 W Adeline St Hattiesburg, MS 39402						
Proximity to Subject							
Data Source/ Verification							
Sales Price	$		$		$		$
Price / Sq.Ft.	$		$		$		$
Sale Date							
Location	N;Res;						
Site Size	20,561 sf						
Site View	N;Res;						
Site Improvements							
Net Adjustment		☐ + ☐ −	$	☐ + ☐ −	$	☐ + ☐ −	$
		Net Adj. 0 %		Net Adj. 0 %		Net Adj. 0 %	
Indicated Value		Gross Adj. 0 %	$	Gross Adj. 0 %	$	Gross Adj. 0 %	$
Prior Transfer History							

Site Valuation Comments:

Site Valuation Reconciliation:

Opinion of Site Value	$

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Client:	City of Hattiesburg	Client File #:	
Subject Property:	3422 W Adeline St, Hattiesburg, MS 39402	Appraisal File #:	083123A

COST APPROACH

Cost Approach Definitions

☐ Reproduction Cost is the estimated cost to construct, at current prices as of the effective appraisal date, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship, and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building.

☒ Replacement Cost is the estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials and current standards, design and layout.

Cost Approach Analysis

Estimated Cost New			
Above Grade Living Area	1,953	Sq. Ft @ $	=$
Finished Below Grade Area		Sq. Ft @ $	=$
Unfinished Below Grade Area		Sq. Ft @ $	=$
Other Area		Sq. Ft @ $	=$
Car Storage	390	Sq. Ft @ $	=$
			$
			$
			$
Total Estimated Cost New			**$**
Less Depreciation			
Physical	25.00	% = $	
Functional		$	
External		$	
Total Depreciation			$
Depreciated Value of Improvements			$
Contributory Value of Site Improvements			$
			$
			$
			$
Opinion of Site Value			$
Indicated Value			$

Cost Approach Comments (Data Sources, Depreciation Basis, Site Value, Etc.):

Cost Approach Reconciliation:

Indication of Value by Cost Approach	**$**

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Client:	City of Hattiesburg	Client File #:	
Subject Property:	3422 W Adeline St, Hattiesburg, MS 39402	Appraisal File #:	083123A

INCOME APPROACH

Market Rent Analysis

ITEM	SUBJECT	RENTAL 1	RENTAL 2	RENTAL 3
Address	3422 W Adeline St Hattiesburg, MS 39402			
Proximity to Subject				
Data Source/ Verification				
Lease Term				
Date of Lease				
Rent /	$	$	$	$
Rent Concession				
Less Utilities				
Less				
Adjusted Market Rent		$	$	$
Location	N;Res;			
Site/View				
Quality of Construction	Good			
Age	56			
Condition	Good			
Above Grade Bedrooms	Bedrooms 3	Bedrooms	Bedrooms	Bedrooms
Above Grade Baths	Baths 2.0	Baths	Baths	Baths
Gross Living Area	1,953 Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Below Grade Area	558 Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Other Area	Sq.Ft.	Sq.Ft.	Sq.Ft.	Sq.Ft.
Heating/Cooling	EWFA/ECAC			
Car Storage				
Net Adjustment		☐+ ☐− $	☐+ ☐− $	☐+ ☐− $
		Net Adj. %	Net Adj. %	Net Adj. %
Indicated Market Rent		Gross Adj. % $	Gross Adj. % $	Gross Adj. % $

Rent comparable analysis and reconciliation of market rent of subject property:

Opinion of Market Rent $

Gross Rent Multiplier Analysis

ADDRESS	DATE	SALE PRICE	GROSS RENT	GRM	COMMENTS

Comment and reconciliation of the gross rent multiplier (GRM):

Opinion of Market Rent: $ _____ x _____ GRM = $

Indication of Value by Income Approach **$**

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June 2017

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Client:	City of Hattiesburg	Client File #:	
Subject Property:	3422 W Adeline St, Hattiesburg, MS 39402	Appraisal File #:	083123A

SALES COMPARISON APPROACH

ITEM	SUBJECT	COMPARISON 1		COMPARISON 2		COMPARISON 3	
Address	3422 W Adeline St Hattiesburg, MS 39402	618 Woodland Hills Dr Hattiesburg, MS 39402		2800 Jamestown Rd Hattiesburg, MS 39402		3101 Jamestown Rd Hattiesburg, MS 39402	
Proximity to Subject		0.42 miles SE		0.76 miles SE		0.41 miles SE	
Data Source/ Verification		HAARMLS#125757 Realtors		HAARMLS#131429 Realtors		HAARMLS#133400 Realtors	
Original List Price	$		$ 266,500		$ 279,900		$ 249,900
Final List Price	$		$ 266,500		$ 249,000		$ 249,900
Sale Price	$		$ 266,005		$ 250,000		$ 249,900
Sale Price % of Original List	%		99.8 %		89.3 %		100.0 %
Sale Price % of Final List	%		99.8 %		100.4 %		100.0 %
Closing Date		02/24/2023		03/27/2023		06/06/2023	
Days On Market		5		122		1	
Price/Gross Living Area	$	$ 126.37		$ 123.64		$ 131.73	
	DESCRIPTION	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment	DESCRIPTION	+(-) Adjustment
Financing Type		Conv;3000	0	FHA;6465	0	Conv;0	0
Concessions		ArmLth		ArmLth		ArmLth	
Contract Date		01/23/2023		02/27/2023		05/03/2023	
Location	N;Res;	N;Res;		N;Res;		N;Res;	
Site Size	20,561 sf	13,500 sf	0	16,940 sf	0	11,662 sf	0
Site Views/Appeal	N;Res;	N;Res;		N;Res;		N;Res;	
Design and Appeal	DT1;Ranch	DT1;Ranch		DT1;Ranch		DT1;Ranch	
Quality of Construction	Good	Good		Good		Good	
Age	56	60	0	61	0	55	0
Condition	Good	Good		Good		Good	
Above Grade Bedrooms	Bedrooms 3	Bedrooms 4	-7,000	Bedrooms 3		Bedrooms 4	-7,000
Above Grade Baths	Baths 2.0	Baths 2.0		Baths 2.0		Baths 2.0	
Gross Living Area	1,953 Sq.Ft.	2,105 Sq.Ft.	-9,120	2,022 Sq.Ft.	-4,140	1,897 Sq.Ft.	+3,360
Below Grade Area	0sf	0sf		0sf		0sf	
Below Grade Finish							
Other Area							
Functional Utility	Typical	Typical		Typical		Typical	
Heating/Cooling	EWFA/ECAC	EWFA/ECAC		EWFA/ECAC		EWFA/ECAC	
Car Storage	Carport2	Garage2	-4,000	Carport2		Carport2	
Other	Cvrd/Patio/No	Cvrd/Patio/No		Cvrd/Patio/No		Stoop/Patio/No	+1,500
Other	Fireplace - 1	Fireplace - 1		None	+1,500	Fencing	-1,000
Other	None	Fencing/Shed	-1,500	Fencing	-1,000	None	
Net Adjustment (total)		☐ + ☒ −	$ -21,620	☐ + ☒ −	$ -3,640	☐ + ☒ −	$ -3,140
Adjusted Sale Price		Net Adj. 8.1 % Gross Adj. 8.1 %	$ 244,385	Net Adj. 1.5 % Gross Adj. 2.7 %	$ 246,360	Net Adj. 1.3 % Gross Adj. 5.1 %	$ 246,760
Prior Transfer History							

Comments and reconciliation of the sales comparison approach: See addendum for full commentary and details. MS is non-disclosure state and no pricing, etc is available through any public record.

Indication of Value by Sales Comparison Approach $ **246,000**

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Subject Photo Page

Borrower	N/A						
Property Address	3422 W Adeline St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39402
Lender/Client							



Subject Front/side

3422 W Adeline St

Sales Price	
Gross Living Area	1,953
Total Rooms	8
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	20,561 sf
Quality	Good
Age	56



Subject Rear



Subject Front

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Photograph Addendum

Borrower	N/A						
Property Address	3422 W Adeline St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39402
Lender/Client							



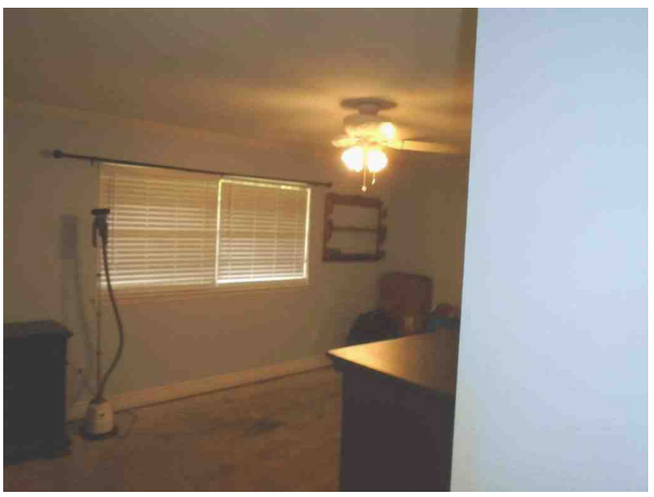
Street



Street



Bedroom 1



Bedroom 2



Bathroom 1



Bathroom 1

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Photograph Addendum

Borrower	N/A						
Property Address	3422 W Adeline St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39402
Lender/Client							



Bathroom 2



Den



Living room



Foyer



Kitchen



Laundry

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USPAP ADDENDUM

083123A
File No. 083123A

Borrower	N/A						
Property Address	3422 W Adeline St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39402
Lender							

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report — This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report — This report was prepared in accordance with USPAP Standards Rule 2-2(b).

This appraisal report is for a market value opinion stated in terms of cash in U.S. dollars or the equivalency thereof.

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: _____

Reasonable exposure time for this subject is 1 to 150 days on market.

Additional Certifications

I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

None

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APPRAISER:

Michael T. Allen

Signature:
Name: Michael Allen
Date Signed: 09/07/2023
State Certification #: RA-1005
or State License #:
State: MS
Expiration Date of Certification or License: 12/31/2024
Effective Date of Appraisal: 09/04/2023

SUPERVISORY APPRAISER: (only if required)

Signature:
Name:
Date Signed:
State Certification #:
or State License #:
State:
Expiration Date of Certification or License:
Supervisory Appraiser Inspection of Subject Prope Michael T. Allen
☐ Did Not ☐ Exterior-only from Street terior

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Borrower	N/A						
Property Address	3422 W Adeline St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39402
Lender/Client							

The specific search parameters and methods utilized for this assignment were as follows: Review of HAAR MLS. Sq ft of 1600 to 2300 with age range of 1955 to 1980. Area searched was all of this part of Hattiesburg. Distance is not considered. Data was limited with a total of 24 comparable sales, based on criteria, in the last 12 months ranging from $146,110 to $274,500. Sales most like the subject were chosen from the subject's immediately named s/d: Woodland Hills.

Site size was not adjusted for these sales as site plays little-to-no part in overall marketability. Age adjustments are not made in lieu of any condition adjustments that may be necessary. Adjustments for bedrooms are $7000. Carports adjusted at $3000 per stall; garages at $5000 per stall. Fencing adjusted at $1000, Sheds given $500. All adjustments are Market Derived and based on based on costs to purchase, install and maintain plus depreciation in the market. GLA adjustments are made at $60/sf as a percentage applied to the average selling prices of $127.25/sf of the comparables considered for value. These numbers are based upon costs and installation of components as well as general builder "per sq ft" rates applied to framing, floors, roofing, etc for constructing in a new construction environment.

NOTE: It is not uncommon nor inappropriate to arrive at the final value conclusion based upon the adjusted sale pricing and NOT the unadjusted pricing. EVEN if the subject were to be valued solely on the average price per sq foot (which is NEVER applied), the subject may fall into the range of the adjusted sales pricing based upon the additional amenities which the subject may have over the comparable sales used. Therefore it is completely plausible and logically to assume that the market would respond to any additional and/or superior features and/or amenities and these items of comparison should be given the contributory value to the subject as applicable.

The predominant value stated in the neighborhood section of the URAR is considered an unreliable data point (when considering all aspects of the marketing area for a subject property). This value does not determine nor drive any marketability across the entirety of the market and should really be viewed as "average pricing" rather a predominant value. The value of the subject may be higher or lower than the predominant value. This value does not take into account the specifics for which the subject was compared against and compiles the whole of the marketing area.

Additionally, major roads, highways, etc are not market pricing drivers in this area and generally do not play a particularly large part in determining marketability in Central to South MS markets.

It is also typical for up to 6% application of the total seller's costs to be absorbed by the transaction costs (as is customary, per local realtors). All other seller's concessions are considered and are adjusted on the grid accordingly.

Even though Fannie Mae has abandoned the standard guidelines for net/gross adjustment percentages, this standard is often still held by some lenders and appraisers. However, due to the necessity of applying more market driven adjustments to the GLA in conjunction with the selling prices of the comparables, some comparables may exceed these older standards of 15% / 25% respectively. The newer methodology of applying truer GLA adjustments are much better indicators and measures of what the market is doing.

Note that the GLA for comparable sales are taken directly from the relied upon sources on the MLS listing from any appraiser-reported sq ft measurements (if available). If no sq ft was reported, either the county public record or another sources (e.g. Realquest.com) is used.

Note that comparable data was verified by the MLS stated in this report and Realquest.com where applicable. Realquest.com is an outside data collection service which uses MLS and public record data as noted in the marketing area. It is not all encompassing, but is considered a reliable secondary source. Additionally, Realquest.com is typically used for site size verifications on comparable sales only.

Subject is not currently listed.

Serial# B7CD7BEE
esign.alamode.com/verify

Borrower	N/A						
Property Address	3422 W Adeline St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39402
Lender/Client							

To clarify and validate the need for proximity of comparable search parameters for the State of Mississippi (as a whole) and more specifically, South Mississippi, it would be of value to the reader and others who do not understand the typical landscape and layout of this state to view this basic geography lesson.

1)Mississippi is largely and mostly a rural state. This simply means that there are maybe two or three areas of the state that have more population density than the whole of the entire rest of the state. These areas are typically considered to be the coastal counties with the exception of Hancock and eastern Jackson counties. These areas have many swamps, wetlands and inland waterways which fore many of the properties to be located more than the standard 1 mile consideration of a larger and denser market with larger developments throughout the area. Another area is Jackson (proper) and Southaven. These two cities have pockets of tightly developed neighborhood environments which lend more to the 1 mile suburban guidelines. But even these often extend past this distance.

2)The other cities in this state (e.g. Hattiesburg, Laurel, Meridian, Starkville, Tupelo) and other like-size cities have much more stretched out populations due to land uses, expansion of city limits, etc than you might imagine them to have. Even though there are tighter neighborhoods, it is often very difficult to find suitable comparable sales with a simply 1-mile radius. Toss in GLA, age and style (which, of course is what “COMPARING” is all about) and you find yourself expanding your search areas to 5, 10, 15 and sometimes 20 miles…for these “suburban” cities.

3)Just about every other small city, town or community almost always involves developing a search parameter based on the county and/or surrounding and adjacent counties which leaves the search (in terms of miles) well outside 20 miles…easily. These small towns rarely have enough data to develop any suitable and viable comparable sales unless you do go outside of their immediate areas.

Range of Comparable sales and associated data. There is simply no way to understand why a sale was sold at the price that the buyer and seller agreed upon at the time of the close of their transaction. This state is a NON DISCLOSURE state and all documentation is considered private unless the buyer and/or seller agreed that this information should be provided to other sources for research, etc. These particular comparable sales are what they are. The sales price is NEVER a consideration is developing suitable and adequate comparable sales for a subject unless they are known to be foreclosed or some other non-arms length factor is disclosed. Some comparable searches make inferences in their documentation to this end, but most do not. It becomes, therefore, the appraiser’s experience of the area to make a determination of whether or not a comparable sale is suitable for a subject.

Not that all square footage adjustments are determined by taking an average of the first three sold comparable sales on a per sq ft pricing. Then, this per sq ft price average is weighted (usually somewhere between 60 to 75% of that sq ft pricing average) and applied to the GLA adjustment which is a reasonable and market-driven adjustment. Typically these numbers range from $15/sq to $120/sf, depending upon the market. As the other line items are specific to those line items, this is the best and most reasonable method to adjusting GLA and makes for a total contribution to value adjustment tighter and more logical.

Additionally, when a value opinion is placed on a subject, it is typically not a consideration as to what the unadjusted sales price is of a comparable utilized. Even if the values of the comparables are higher, the adjustments made to those comparables are the overall determining factors to arrive at a true marketable value for the subject. The adjusted sales prices are always more likely what the subject would sell for than the unadjusted sales prices. This is the entire purpose for the Sales Comparison Grid.

The subject is legally permissible based on current zoning. Land-to-building ratios allow the present structure and indicates good utilization of the improvements. Additionally, based on current conditions, the existing structure as a single family residence is financially feasible and produces the maximum use for this area at this time. The highest and best use (if vacant land) would be to construct a single family residence as has been done.

Note that Room counts are considered for ALL functional rooms that have separations from one another (i.e. walls, doors, etc). Any contiguous space/area (e.g. dining-to-kitchen) is considered as ONE, not TWO rooms. Even though definition by the Appraisal Institute considers bathrooms as amenities, that definition is considered (by this appraiser and some realtors) as disingenuous as bathrooms are not amenities, but absolute necessities and fully functional rooms. Moreover, these bathrooms (in and of themselves) can literally make or break a sale in the marketplace. This position is also held by many builders in MS and all other parties usually associated with any real property definitions. This is the typical and logical method that this appraiser uses in all reports.

Serial# B7CD7BEE
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License



State of Mississippi
MISSISSIPPI REAL ESTATE APPRAISER LICENSING
AND CERTIFICATION BOARD
LICENSE # RA-1005 STATUS: ACTIVE

MICHAEL T ALLEN

HAS BEEN GRANTED A LICENSE AS A
STATE CERTIFIED RESIDENTIAL APPRAISER
Effective Date: 01/01/2023
Expiration Date: 12/31/2024

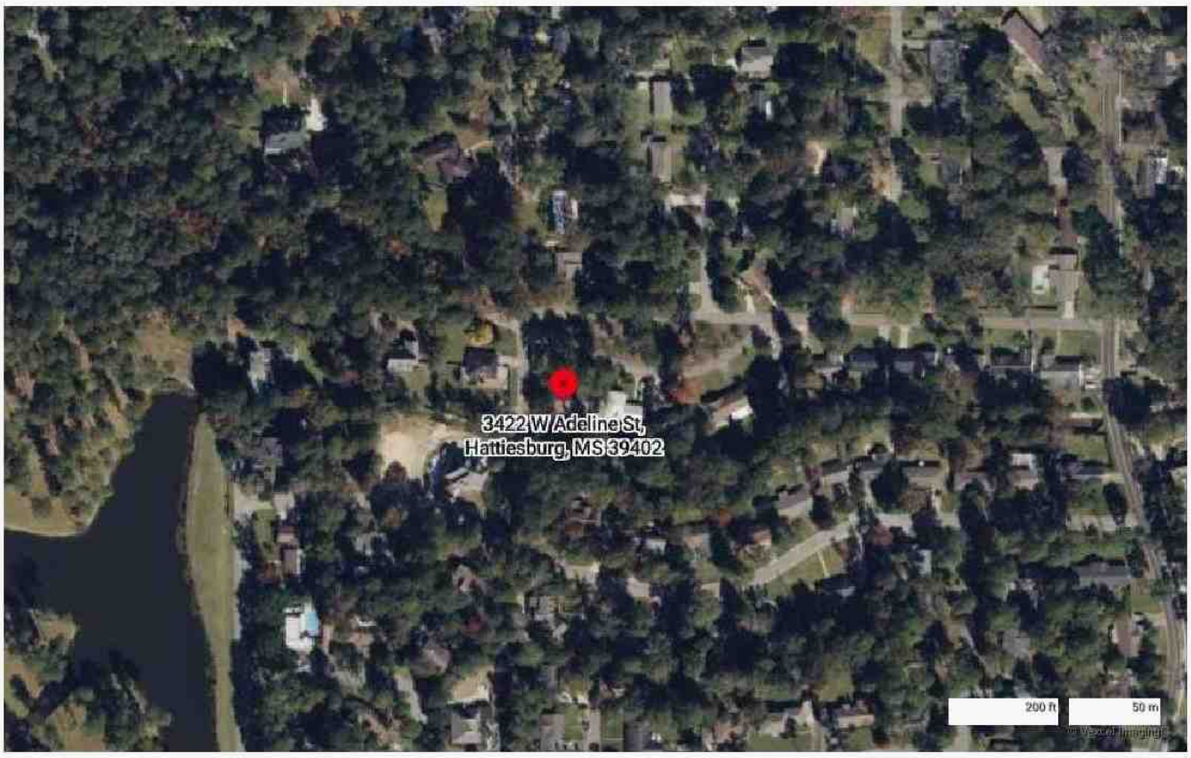
SIGNATURE OF LICENSEE
Robert E. Praytor, Administrator

Serial# B7CD7BEE
esign.alamode.com/verify

Aerial Map

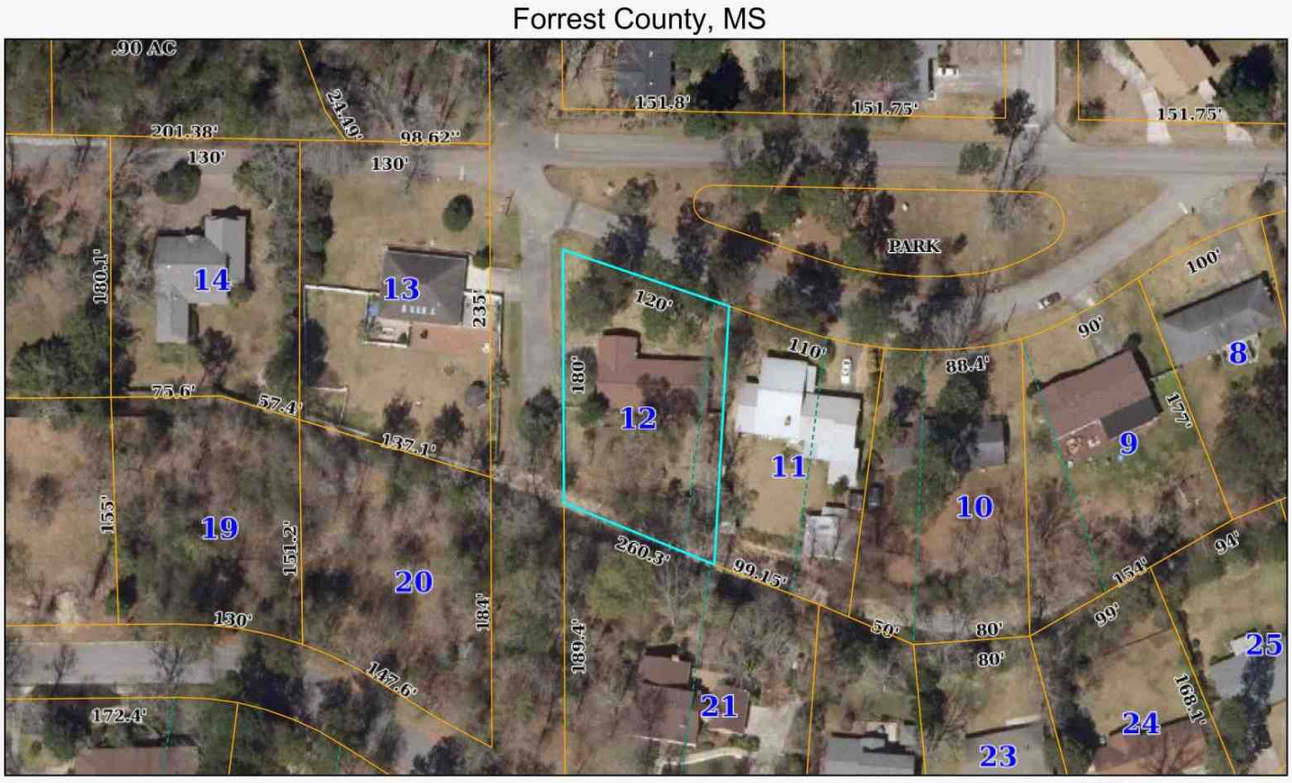
bing maps

3422 W Adeline St, Hattiesburg, MS 39402
Location: 31.317147, -89.34338



Serial# B7CD7BEE
esign.alamode.com/verify

Plat



Serial# B7CD7BEE
esign.alamode.com/verify

Tax

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **9/ 5/2023**

Tax Year 2022
Records Last Updated **9/ 5/2023**

PROPERTY DETAIL

OWNER ALLEN MICKEY G & BRENDA N ALLE
3422 WEST ADELINE S

HATTIESBURG MS 39402-0000

ACRES : **NA**
LAND VALUE : 35660
IMPROVEMENTS : 70150
TOTAL VALUE: 105810
ASSESSED : 15872

PARCEL 2-039D-18-012.00
ADDRESS 3422 W ADELINE STREET

TAX INFORMATION

YEAR 2022	TAX DUE	PAID	BALANCE
COUNTY	1039.62	0.00	1081.20
CITY	843.28	0.00	877.01
SCHOOL	1048.82	0.00	1090.77
TOTAL	2931.72	0.00	3048.98 **4.00% Penalty**

A Print Fee May Apply, Contact County For Total.

LAST PAYMENT DATE **NA**

TAXES DELINQUENT PRIOR YEAR

MISCELLANEOUS INFORMATION

EXEMPT CODE
HOMESTEAD CODE None
TAX DISTRICT 1110
PPIN 025271
SECTION 18
TOWNSHIP 04N
RANGE 13W

LEGAL LT 1 & PT LT 2 BG SW/CR 2 SELY
20.85 FT NLY TO PT 10FT SELY
FRM NW/CR LT 2 NWLY 10FT TO
NW/C LOT 2 SLY 176 FT TO BG
BLK A DB381 P215 7/73
PREV #:H0984-01-001
WOODLAND HILLS SUB

Book 1282 **Page** 0627

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
2022	STATE OF MISSISSIPPI	NOT REDEEMED
2021	MS TL LLC RAI AS CUSTODIAN	NOT REDEEMED
2020	SUNSHINE STATE CERTIFICATES VIII	7/28/2023 ALLEN MICKEY G & BRENDA N ALLE
2019	GUARDIAN TAX MS LLC	8/ 5/2022 ALLEN MICKEY G & BRENDA N ALLE
2018	T T L B L LLC	6/24/2021 ALLEN MICKEY

View Appraisal Record

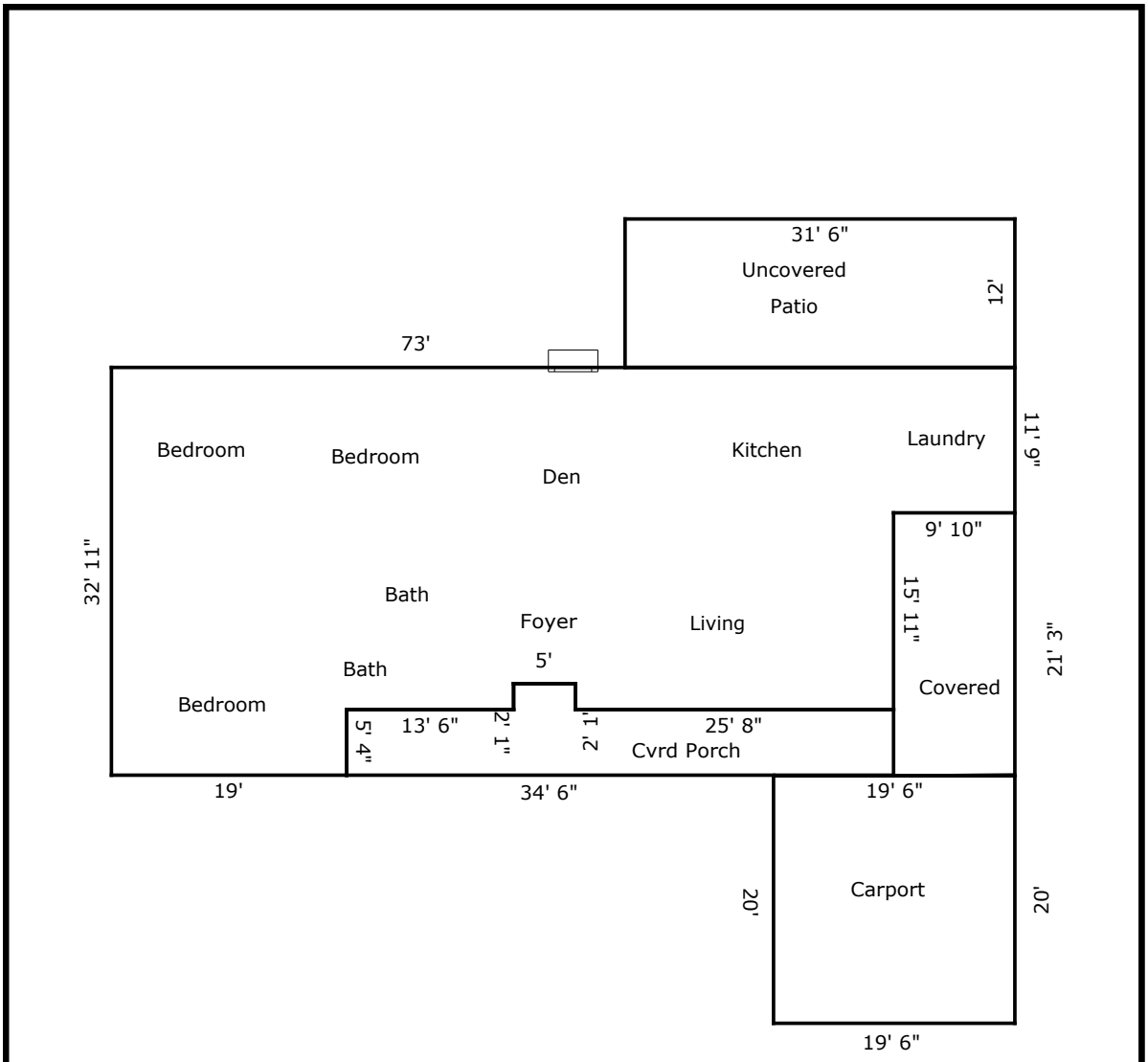
Back

Form SCNLGL - "TOTAL" appraisal software by a la mode, inc. - 1-800-ALAMODE

Serial# B7CD7BEE
esign.alamode.com/verify

Building Sketch

Borrower	N/A						
Property Address	3422 W Adeline St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39402
Lender/Client							



TOTAL Sketch by a la mode

Area Calculations Summary

Living Area		Calculation Details	
First Floor	1952.83 Sq ft	11.75 × 9.8	= 115.15
		27.65 × 25.7	= 710.6
		37.5 × 25.55	= 958.12
		7.4 × 19	= 140.6
		2.1 × 13.5	= 28.35
Total Living Area (Rounded):	**1953 Sq ft**		
Non-living Area			
Open Porch	244.76 Sq ft	5 × 2.1	= 10.5
		5.3 × 44.2	= 234.26
2 Car Carport	390 Sq ft	19.5 × 20	= 390
Concrete Patio	378 Sq ft		= 3

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Comparable Photo Page

Borrower	N/A						
Property Address	3422 W Adeline St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39402
Lender/Client							



Comparable 1

618 Woodland Hills Dr

Prox. to Subject	0.42 miles SE
Sale Price	266,005
Gross Living Area	2,105
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	13,500 sf
Quality	Good
Age	60



Comparable 2

2800 Jamestown Rd

Prox. to Subject	0.76 miles SE
Sale Price	250,000
Gross Living Area	2,022
Total Rooms	7
Total Bedrooms	3
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	16,940 sf
Quality	Good
Age	61



Comparable 3

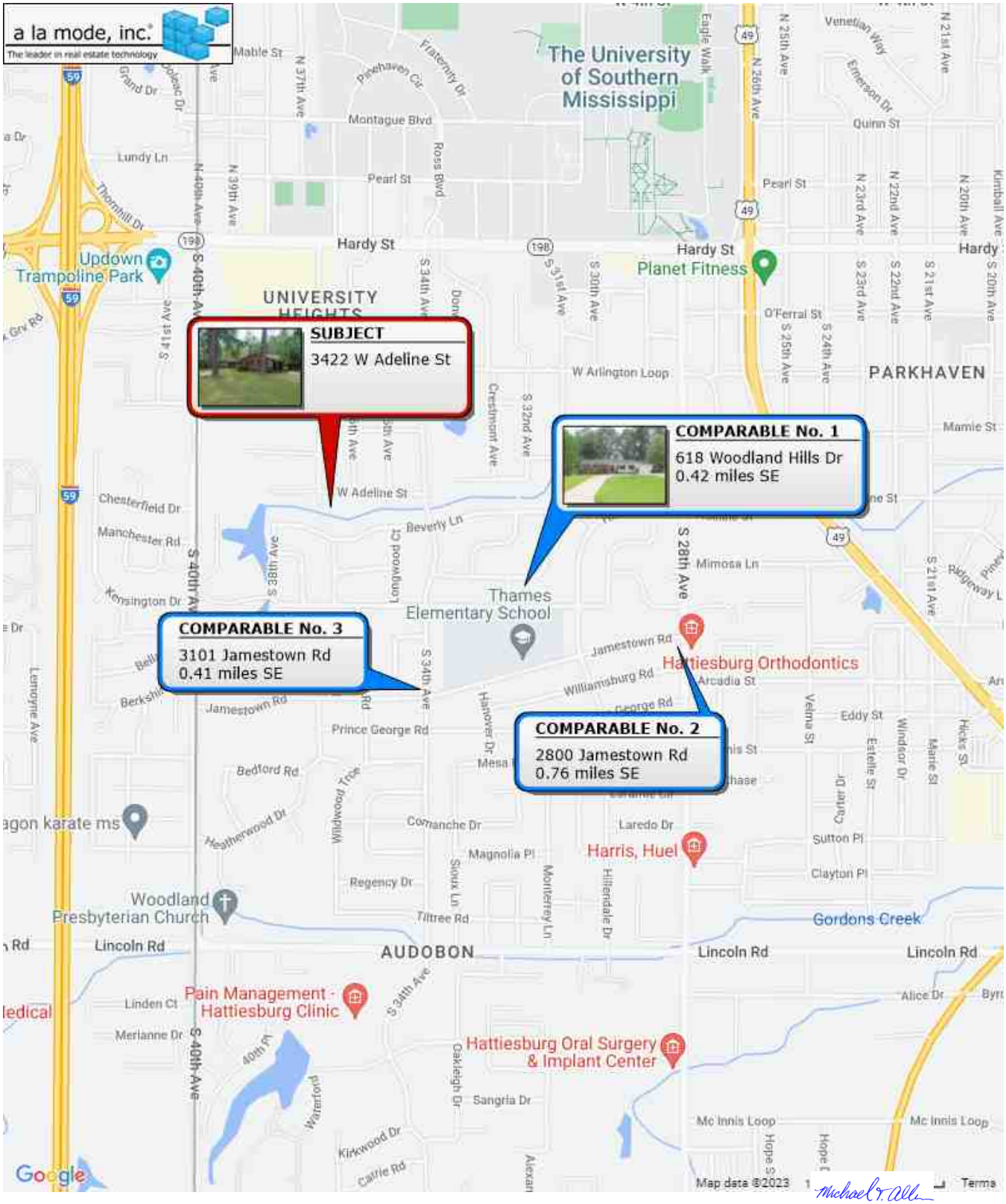
3101 Jamestown Rd

Prox. to Subject	0.41 miles SE
Sale Price	249,900
Gross Living Area	1,897
Total Rooms	9
Total Bedrooms	4
Total Bathrooms	2.0
Location	N;Res;
View	N;Res;
Site	11,662 sf
Quality	Good
Age	55

Serial# B7CD7BEE
esign.alamode.com/verify

Location Map

Borrower	N/A						
Property Address	3422 W Adeline St						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39402
Lender/Client							



Serial# B7CD7BEE
esign.alamode.com/verify

RESOLUTION

WHEREAS, upon careful consideration, the City of Hattiesburg, Mississippi, (hereinafter "City"), acting by and through the City Council, has determined it to be in the best interests of the citizens of the City to acquire and demolish as a repetitive flooded structure and return to open green space as per FEMA Hazard Mitigation Grant Program (BMGP) DR-4429-0014-R; and

WHEREAS, to accomplish this project, the City finds it necessary to acquire for public use all of property belonging to the following landowners or their successors in title and/or other parties interested in said property which is more particularly described as Forrest County PPIN 25271; and

WHEREAS, an appraisal of the subject property was conducted by Michael T. Allen, a licensed real estate appraiser, on September 4, 2023, showing the fair market value of the interests to be acquired to be $246,000; and

Forrest County Parcels PPIN 25271
3422 W. Adeline Street

NOW, THEREFORE, LET IT BE KNOWN THAT the appraisal by Micael Allen, a licensed real estate appraiser, on September 4, 2023 of said property is approved, and the appraised value of $246,000 for the interests to be acquired is acknowledged to be just compensation for said parcel, and the Mayor or his representative is authorized to make a Fair Market Value offer to the owner(s) of said parcel, and, if accepted, the Mayor is authorized to execute any and all documents required to complete said transaction, including the issuance of a manual check in payment.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the Resolution adopted this the 16th Day of April, 2024.

(SEAL)

ATTEST: ADOPTED:

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th Day of April, 2024.

ATTEST: APPROVED:

CITY CLERK MAYOR

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Acknowledge receipt of closing documents for the Water Plant #1 Rehabilitation Phase 1 Project; Authorize Advertisement of Final Settlement; Authorize Final Acceptance of the project, and payment of Final Pay Application to the Contractor.**
File Number: 2024-85
Minute Book #

Summary
Acknowledge receipt of closing documents for the Water Plant #1 Rehabilitation Phase 1 Project; Authorize Advertisement of Final Settlement; Authorize Final Acceptance of the project, and payment of Final Pay Application to the Contractor.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Hemphill Construction Company, Inc. dated April 29, 2022, for the Water Plant #1 Rehabilitation Phase 1 Construction project, as per approved plans and specification on file in the City Clerk's Office, has been fully and completely performed and exercised, and that final settlement thereof and thereunder will be made.

THIS NOTICE is given pursuant to and under the terms and provisions of Section 31-5-53, Mississippi Code of 1972, annotated as amended and pursuant to the authority conferred by Order of the Mayor and City Council of Hattiesburg, Mississippi, appearing for record upon and as part of the official minutes of said City of Hattiesburg.

WITNESS my signature and the official seal of said City, on this the 16th day of April, 2024, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish (1) First Available After April 16, 2024
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

Engineering Progress

February 15, 2024

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Attn: Hunter White

RE: Hattiesburg Water Treatment Plant #1, Phase 1
1273-W015, Phase 1
City of Hattiesburg

Dear Mr. White:

Enclosed please find Pay Application No. 11 and FINAL in the amount of $104,187.26, and the certification of payment to subcontractors, for the above referenced project.

Also included are:

- The contractors request for return of the CD provided in lieu of retainage,
- Consent of Surety to Final Payment,
- Certificate of Substantial Completion,
- Affidavit Certifying Payment to Subcontractors,
- Contractor's Affidavit of Payment of Debts and Claims,
- Contractor's Affidavit of Release of Liens,
- Contractor's Warranty

The work on this pay application includes construction of the following items:

- Existing Rapid Mix Tank Demolition, $28,100.00
- Demolish Alum Storage Area, $6,655.00
- Yard Piping, $1,850.00
- Fluoride Feed System and Appurtenances, $12,260.00
- Filter Rehabilitation including Air Scour Piping and Appurtenances, $57,543.40
- Exhaust Fan and Piping to Vent, $2,180.00

And also includes changes in stored materials for the following items:

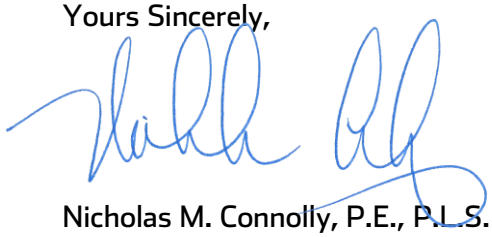
- Existing Rapid Mix Tank Demolition, -$4,401.14

We recommend approval of the Pay Application.

The contractor has currently completed 100% of the work and has used 100% of the contract time.

If you have any questions or we can be of further assistance please do not hesitate to call me at (601) 544-1821.

Yours Sincerely,



Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

P.O. Drawer 879
Florence, MS 39073-0879

HEMPHILL CONSTRUCTION COMPANY FLORENCE, MS SINCE 1963

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction Heavy & Highway Construction

January 9, 2024

W. L. Burle Engineers, P.A.
111 S Walnut Street
Greenville, MS 38701

Attn: Nick Connolly

Re: Hattiesburg WTP #1 Rehab.
SRF-DWI-L180008-01
Hattiesburg, Mississippi

Dear Sir:

Hemphill is submitting our final pay application. We ask that as you process our final estimate, that you also process any paper work necessary to release our Certificate of Deposit that you are holding as retainage. Please, have the Owner enclose the certificate with our payment for the final estimate when you mail it to us. Your immediate help in closing this project out is greatly appreciated. **Please, return the original power of attorney and certificate of deposit. We will return it to the bank. You will not need to take any other action. Thank you.**

Sincerely,

HEMPHILL CONSTRUCTION CO., INC.

Richard A. Rula, P.E.
President

CD #	Date on CD	Amount
1303716	10/26/2022	$40,000.00
	Total	$40,000.00

RAR/dk

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☒
OTHER

AIA DOCUMENT G707 FEDERAL INSURANCE COMPANY BOND NO. K40541123

PROJECT: Water Plant #1 Rehabilitation Phase 1

TO (Owner)
City of Hattiesburg
P O Box 1898
Hattiesburg MS 39401

ARCHITECT'S PROJECT NO.:

CONTRACT FOR: SAME AS ABOVE

CONTRACT DATE: April 29, 2022

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

FEDERAL INSURANCE COMPANY
P O Box 1650
Whitehouse Station NJ 08889-1650

, SURETY COMPANY,

on bond of (here insert name and address of Contractor)

Hemphill Construction Company, Inc.
P O Drawer 879
Florence, MS 39073-0879

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (here insert name and address of Owner)

City of Hattiesburg
P O Box 1898
Hattiesburg MS 39401

,OWNER

as set forth in the said Surety Company's bond.

IN WITNESS WHEREOF,
the Surety Company has hereunto set its hand this 9 day of January, 2024.

FEDERAL INSURANCE COMPANY
Surety Company

Mary Anne Goodin
Signature of Authorized Representative

Mary Anne Goodin
Title: Attorney In Fact

NOTE: This form is to be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS, Current Edition

© 1970 · THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., NW, WASHINGTON, D.C. 20006

FORM 15-10-87 (ED. 4-77)

HUBB

ower of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That **FEDERAL INSURANCE COMPANY,** an Indiana corporation, **VIGILANT INSURANCE COMPANY,** a New York corporation, and **PACIFIC INDEMNITY COMPANY,** a Wisconsin corporation, do each hereby constitute and appoint Ronald Lee Andrews, Mary Anne Goodin and Susan G. Johnston of Vicksburg, Mississippi----------

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY,** and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **1st** day of **August, 2019.**

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Steven M Haney

Stephen M. Haney, Vice President

STATE OF NEW JERSEY

County of Hunterdon ss.

On this **1st** day of **August, 2019,** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this January 9, 2024

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: *(Name and address)*
Hattiesburg WTP #1 Rehab

PROJECT NUMBER: SRF DWI-L180008-01

CONTRACT FOR: General Construction

CONTRACT DATE: July 01, 2022

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

TO OWNER: *(Name and address)*
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

TO CONTRACTOR: *(Name and address)*

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Shows, Dearman & Waits — ARCHITECT
BY
1-14-2024 — DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 0.00

The Contractor will complete or correct the Work on the list of items attached hereto within (0) days from the above date of Substantial Completion.

Hemphill Construction — CONTRACTOR
BY
01/14/2024 — DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at *(time)* on *(date)*.

OWNER
BY
DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: *(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)*

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AIA® Document G704™ – 2000 Instructions

Certificate of Substantial Completion

GENERAL INFORMATION

Purpose
This document was developed to establish the date of Substantial Completion for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

Related Documents
This document was prepared for use under the terms of AIA Document A201, General Conditions of the Contract for Construction; and under the general conditions contained in AIA Document A107 and A105.

Use of Current Documents
Prior to using any AIA Contract Document, users should consult www.aia.org or a local AIA component to verify the most recent edition.

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COMPLETING THE G704 FORM

After the words "Project or Designated Portion shall include:," insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.

Determine Work to be completed.
- Provide a list of items that are to be completed or corrected.
- Determine dates for completion of the Work.
- Establish an amount to be withheld to complete the Work.

EXECUTION OF THE DOCUMENT

The G704 document should be executed in not less than triplicate by the Owner, Architect and Contractor, each of whom retains an original.

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AFFIDAVIT CERTIFYING PAYMENT TO ALL SUBCONTRACTORS

Department of Finance and Administration
Bureau of Building, Grounds and Real Property Management

I acknowledge that, pursuant to Miss. Code Ann. §31-5-25 and H.B. 1562, Laws of 2002, that I am required to submit monthly certification indicating payments to subcontractors on prior payment requests. I, the undersigned Contractor, do hereby certify that I have paid the following amounts to subcontractors for Work which has been performed and incorporated into previous Applications for Payment which were issued and payment received from the Owner on the project listed below. I understand that this document must be submitted on a monthly basis after the submittal, approval and payment of Application for Payment #1. I understand that the Bureau of Building reserves the right to require me, the undersigned, to provide verification of payment and/ or additional information.

Division O
Section 00800 SUPPLEMENTARY CONDITIONS
Article 9.6 Progress Payments
Article 9.6.8.1
Pursuant to Code §31-5-25 and HB1562, Laws of 2002
. . .Contractors shall submit monthly certification to the project engineer or architect indicating payments to subcontractors on prior payment request. . . .

Project Name and Number: Hattiesburg WTP #1 Rehab - SRF DWI-L180008-01

Using Agency: Shows, Dearman & Waits, Inc

Subcontractor:	Doleac Electric Co. Inc	Amount: $	43,240.00
Subcontractor:	Capital Concrete Cutting	Amount: $	0.00
Subcontractor:	Penhall Company	Amount: $	7,040.00
Subcontractor:	Stephens TPS, inc	Amount: $	184,965.20
Subcontractor:	B Clean, LLC	Amount: $	26,498.10
Subcontractor:		Amount: $	
Subcontractor:		Amount: $	
Subcontractor:		Amount: $	
Subcontractor:		Amount: $	
Subcontractor:		Amount: $	
Subcontractor:		Amount: $	
Subcontractor:		Amount: $	

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

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Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

Subcontractor: _____ Amount: $_____

(Attach additional list of subcontractors and amounts, if necessary)

Contractor Name and Title: Hemphill Construction Company, Inc., Doug Schroeder, Project Manager

Contractor Certificate of Responsibility Number: 02449-MC

Contractor Signature: _____ Date: 01/09/23

STATE OF MISSISSIPPI

COUNTY OF Madison

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned notary public, this the 9th day of January, 2024.

Denise Harrison Kette

NOTARY PUBLIC

Denise Harrison Kette

My Commission Expires:
February 02, 2024

STATE OF MISSISSIPPI
DENISE HARRISON KETTE
NOTARY PUBLIC
ID No. 115135
Commission Expires
February 2, 2024
MADISON COUNTY

AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*
Hattiesburg WTP #1 Rehab

ARCHITECT'S PROJECT NUMBER: SRF DWI-L180008-01

CONTRACT FOR: General Construction

CONTRACT DATED: July 01, 2022

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

STATE OF: Mississippi
COUNTY OF: Madison

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS: None.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate Attachment ☒Yes ☐No

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR: *(Name and address)*
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY: Doug Schroeder

(Signature of authorized representative)

Doug Schroeder, Project Manager

(Printed name and title)

Subscribed and sworn to before me on this date:
January 09, 2024

Notary Public: Denise Harrison Kette
Denise Harrison Kette

My Commission Expires:
February 02, 2024

STATE OF MISSISSIPPI
DENISE HARRISON KETTE
NOTARY PUBLIC
ID No. 115135
Commission Expires
February 2, 2024
MADISON COUNTY

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*
Hattiesburg WTP #1 Rehab

ARCHITECT'S PROJECT NUMBER: SRF DWI-L180008-01

CONTRACT FOR: General Construction

CONTRACT DATED: July 01, 2022

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

TO OWNER: *(Name and address)*
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

STATE OF: Mississippi
COUNTY OF: Madison

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS: Payment of $104,187.26 on Payment Application No. 11 Final.

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*
Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

BY: _____
(Signature of authorized representative)

Doug Schroeder, Project Manager
(Printed name and title)

Subscribed and sworn to before me on this date:
January 09, 2024
Notary Public: Denise Harrison Kette
My Commission Expires:
February 02, 2024

STATE OF MISSISSIPPI
DENISE HARRISON KETTE
NOTARY PUBLIC
ID No. 115135
Commission Expires
February 2, 2024
MADISON COUNTY

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HEMPHILL CONSTRUCTION COMPANY
FLORENCE, MS SINCE 1963

P.O. Drawer 879
Florence, MS 39073-0879

Phone: 601-932-2060
Fax: 601-932-2550

Municipal & Public Works Construction Heavy & Highway Construction

WARRANTY

Owner: City of Hattiesburg, MS
212 West Front Street
Hattiesburg, MS 39401

Contractor: Hemphill Construction Company, Inc.
P.O. Drawer 879
Florence, MS 39073

Project: Hattiesburg WTP #1 Rehab
SRF DWI-L180008-01

Completion Date: December 27, 2023

Hemphill Construction Company, Inc. hereby warrants that all labor and materials furnished and work performed by the Hemphill Construction Company, Inc. on the above referenced project are in accordance with the requirements of the contract, including amendments thereto, for a period of one (1) year following the completion date and written acceptance by the Owner. Hemphill Construction shall make good any defects at no expense to the Owner for this period.

Doug Schroeder
Project Manager

Subscribed and sworn to me this date:

9th day of January, 2024.

STATE OF MISSISSIPPI
DENISE HARRISON KETTE
NOTARY PUBLIC
ID No. 115135
Commission Expires
February 2, 2024
MADISON COUNTY

Notary, Denise Harrison Kette

My Commission Expires February 02, 2024.

The difficult we do immediately, the impossible takes a little longer!

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: H22080-11F

To Customer: City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

Project: H22080- Hattiesburg WTP #1 Rehab

Via Engineer: Shows, Dearman & Waits, Inc.
301 2nd Street
Hattiesburg, MS 39401

Application No. : JB App #11 **FINAL**
Period From: 12/1/2023
Period To: 1/31/2024

Distribution to :
☐ Owner
☐ Engineer
☐ Contractor
☐
☐

From Contractor: Hemphill Construction Company, Inc.
PO Drawer 879
1858 Hwy 49 South
Florence, MS 39073

Owner: City of Hattiesburg
212 West Front St
Hattiesburg, MS 39401

External Contract No SRF DWI-L180008-01

Application Date: 1/9/2024

Contract Date: 7/1/2022

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. Original Contract Sum	$1,305,095.00
2. Net Change By Change Order	$62,884.90
3. Contract Sum To Date	$1,367,979.90
4. Work Completed To Date	$1,367,979.90
5. Stored Materials Inventory	$0.00
6. Total Completed and Stored To Date	$1,367,979.90
7. Retainage	
a. Maximum Retainage is in effect.	
b. Securities are not furnished in lieu of Retainage.	$0.00
c. Retainage on Work Completed to Date 0.00 %	$0.00
d. Retainage on Stored Materials Inventory 0.00 %	$0.00
e. Total Calculated Retainage	$0.00
f. Total Retainage To Be Withheld	$0.00
8. Total Earned Less Retainage	$1,367,979.90
9. Less Previous Certificates For Payments	$1,263,792.64
10. Current Payment Due	$104,187.26
11. Balance to Finish, Plus Retainage	$0.00

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	$62,884.90	$0.00
Total Approved this Month	$0.00	$0.00
TOTALS	$62,884.90	$0.00
Net Changes By Change Order	**$62,884.90**	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown

CONTRACTOR: Hemphill Construction Company, Inc.

By: _____ Date: 1/9/2024

State of: Mississippi County of: Rankin

Subscribed and sworn to before me this 9th day of January 2024

Notary Public: Denise Harrison Kette

My Commission expires: January 12, 2027

STATE OF MISSISSIPPI
DENISE HARRISON KETTE
NOTARY PUBLIC
ID No. 115135
Commission Expires
February 2, 2024
MADISON COUNTY

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED **$ 104,187.26**

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: 2-14-2024

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Invoice # : H22080-11F

Application No. : JB App #11
Application Date : 01/09/24
Period From: 12/01/23
Period To: 01/31/24
External Contract No.: SRF DWI-L180008-01

Contract : H22080- Hattiesburg WTP #1 Rehab

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
	EXISTING RAPID MIX TANK DEMOLI													
01.1	Demo Tank and appurtenances	LS	1.00	$12,445.00	$12,445.00	0.00	1.00	1.00	$0.00	$12,445.00	0.00	$12,445.00	$0.00	100.00%
01.2	Remove Demo'd material	LS	1.00	$1,500.00	$1,500.00	0.00	1.00	1.00	$0.00	$1,500.00	0.00	$1,500.00	$0.00	100.00%
01.3	Reconnection of 16" DI pipe	LS	1.00	$11,995.00	$11,995.00	0.00	1.00	1.00	$0.00	$11,995.00	0.00	$11,995.00	$0.00	100.00%
01.4	Backfill, grade, seed and mulch	LS	1.00	$2,160.00	$2,160.00	0.00	1.00	1.00	$0.00	$2,160.00	0.00	$2,160.00	$0.00	100.00%
	EXISTING RAPID MIX TANK DEMOLI Tota				**$28,100.00**				**$0.00**	**$28,100.00**	**$0.00**	**$28,100.00**	**$0.00**	**100.00%**
	DEMOLITION OF ALUMINUM STORAGE													
02.1	Remove tank items	LS	1.00	$4,600.00	$4,600.00	1.00	0.00	1.00	$4,600.00	$0.00	0.00	$4,600.00	$0.00	100.00%
02.2	Remove CMU block wall	LS	1.00	$2,545.00	$2,545.00	1.00	0.00	1.00	$2,545.00	$0.00	0.00	$2,545.00	$0.00	100.00%
02.3	Demo and remove concrete platform	LS	1.00	$5,975.00	$5,975.00	0.00	1.00	1.00	$0.00	$5,975.00	0.00	$5,975.00	$0.00	100.00%
02.4	Clean up	LS	1.00	$680.00	$680.00	0.00	1.00	1.00	$0.00	$680.00	0.00	$680.00	$0.00	100.00%
	DEMOLITION OF ALUMINUM STORAGE T				**$13,800.00**				**$7,145.00**	**$6,655.00**	**$0.00**	**$13,800.00**	**$0.00**	**100.00%**
	CONSTRUCTION OF NEW RAPID MIX													
03.1	Exploration and Excavation	LS	1.00	$7,200.00	$7,200.00	1.00	0.00	1.00	$7,200.00	$0.00	0.00	$7,200.00	$0.00	100.00%
03.2	Form and pour concrete structure	LS	1.00	$87,395.00	$87,395.00	1.00	0.00	1.00	$87,395.00	$0.00	0.00	$87,395.00	$0.00	100.00%
03.3	Water tightness test	LS	1.00	$2,361.00	$2,361.00	1.00	0.00	1.00	$2,361.00	$0.00	0.00	$2,361.00	$0.00	100.00%
03.4	Tank coatings	LS	1.00	$32,360.00	$32,360.00	1.00	0.00	1.00	$32,360.00	$0.00	0.00	$32,360.00	$0.00	100.00%
03.5	Backfill	LS	1.00	$3,054.00	$3,054.00	1.00	0.00	1.00	$3,054.00	$0.00	0.00	$3,054.00	$0.00	100.00%
03.6	Misc. Metals - platform, grating, railings	LS	1.00	$50,010.00	$50,010.00	1.00	0.00	1.00	$50,010.00	$0.00	0.00	$50,010.00	$0.00	100.00%
03.7	Install Rapid Mixer	LS	1.00	$42,769.00	$42,769.00	1.00	0.00	1.00	$42,769.00	$0.00	0.00	$42,769.00	$0.00	100.00%
03.8	Electrical	LS	1.00	$11,401.00	$11,401.00	1.00	0.00	1.00	$11,401.00	$0.00	0.00	$11,401.00	$0.00	100.00%
03.9	Install 4" drain line	LS	1.00	$6,300.00	$6,300.00	1.00	0.00	1.00	$6,300.00	$0.00	0.00	$6,300.00	$0.00	100.00%
	CONSTRUCTION OF NEW RAPID MIX Tot				**$242,850.00**				**$242,850.00**	**$0.00**	**$0.00**	**$242,850.00**	**$0.00**	**100.00%**
	YARD PIPING													
04.1	Install 16" DI piping	LS	1.00	$133,610.00	$133,610.00	1.00	0.00	1.00	$133,610.00	$0.00	0.00	$133,610.00	$0.00	100.00%
04.2	Install Chlorine and Flouride Piping	LS	1.00	$13,860.00	$13,860.00	1.00	0.00	1.00	$13,860.00	$0.00	0.00	$13,860.00	$0.00	100.00%

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Invoice # : H22080-11F

Application No. : JB App #11
Application Date : 01/09/24
Period From: 12/01/23
Period To: 01/31/24
External Contract No.: SRF DWI-L180008-01

Contract : H22080- Hattiesburg WTP #1 Rehab

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
	YARD PIPING													
04.03	Test and chlorinate	LS	1.00	$1,850.00	$1,850.00	0.00	1.00	1.00	$0.00	$1,850.00	0.00	$1,850.00	$0.00	100.00%
	YARD PIPING Totals				**$149,320.00**				**$147,470.00**	**$1,850.00**	**$0.00**	**$149,320.00**	**$0.00**	**100.00%**
	LIME FEED SYSTEM AND APPURTENA													
05.1	Install lime feed equipment	LS	1.00	$34,895.00	$34,895.00	1.00	0.00	1.00	$34,895.00	$0.00	0.00	$34,895.00	$0.00	100.00%
05.2	Install lime feed pipe assembly	LS	1.00	$16,610.00	$16,610.00	1.00	0.00	1.00	$16,610.00	$0.00	0.00	$16,610.00	$0.00	100.00%
05.3	Electrical	LS	1.00	$9,690.00	$9,690.00	1.00	0.00	1.00	$9,690.00	$0.00	0.00	$9,690.00	$0.00	100.00%
	LIME FEED SYSTEM AND APPURTENA T				**$61,195.00**				**$61,195.00**	**$0.00**	**$0.00**	**$61,195.00**	**$0.00**	**100.00%**
	FLOURIDE FEED SYSTEM													
06.1	Install flouride feed equipment	LS	1.00	$42,800.00	$42,800.00	1.00	0.00	1.00	$42,800.00	$0.00	0.00	$42,800.00	$0.00	100.00%
06.2	Replace chlorine room exhaust fan	LS	1.00	$12,260.00	$12,260.00	0.00	1.00	1.00	$0.00	$12,260.00	0.00	$12,260.00	$0.00	100.00%
06.3	Electrical	LS	1.00	$4,600.00	$4,600.00	1.00	0.00	1.00	$4,600.00	$0.00	0.00	$4,600.00	$0.00	100.00%
	FLOURIDE FEED SYSTEM Totals				**$59,660.00**				**$47,400.00**	**$12,260.00**	**$0.00**	**$59,660.00**	**$0.00**	**100.00%**
	FILTER REHABILITATION													
07.1	Remove media and piping from filter basin	EA	6.00	$19,100.00	$114,600.00	6.00	0.00	6.00	$114,600.00	$0.00	0.00	$114,600.00	$0.00	100.00%
07.2	Basin wall remediation and coating	EA	6.00	$24,600.00	$147,600.00	6.00	0.00	6.00	$147,600.00	$0.00	0.00	$147,600.00	$0.00	100.00%
07.3	Installation of new air scour piping	EA	6.00	$43,950.00	$263,700.00	6.00	0.00	6.00	$263,700.00	$0.00	0.00	$263,700.00	$0.00	100.00%
07.4	Installation of new media	EA	6.00	$9,200.00	$55,200.00	6.00	0.00	6.00	$55,200.00	$0.00	0.00	$55,200.00	$0.00	100.00%
07.5	Chlorinate and test	EA	6.00	$1,320.00	$7,920.00	6.00	0.00	6.00	$7,920.00	$0.00	0.00	$7,920.00	$0.00	100.00%
07.6	Replace Auma actuator valve	EA	1.00	$10,183.00	$10,183.00	0.20	0.80	1.00	$2,036.60	$8,146.40	0.00	$10,183.00	$0.00	100.00%
07.7	Clean sludge out of EQ basin	LS	1.00	$49,397.00	$49,397.00	0.00	1.00	1.00	$0.00	$49,397.00	0.00	$49,397.00	$0.00	100.00%
	FILTER REHABILITATION Totals				**$648,600.00**				**$591,056.60**	**$57,543.40**	**$0.00**	**$648,600.00**	**$0.00**	**100.00%**
	SPIRAL STAIRCASE													
08.1	Remove existing and install spiral staircase	LS	1.00	$10,370.00	$10,370.00	1.00	0.00	1.00	$10,370.00	$0.00	0.00	$10,370.00	$0.00	100.00%

CONTINUATION SHEET

Application and Certification for Payment, containing
Engineer's signed certification is attached.
Tabulations below.

Invoice # : H22080-11F

Application No. : JB App #11
Application Date : 01/09/24
Period From: 12/01/23
Period To: 01/31/24
External Contract No.: SRF DWI-L180008-01

Contract : H22080- Hattiesburg WTP #1 Rehab

Item No.	Description of Item	Contract Qty	Units	Cost Per Unit	Total Cost Of Contract	Previous Quantity	Current Quantity	To Date Quantity	Previous Cost	Current Cost	Stored Materials	Total Completed and Stored	Balance to Finish	Percent Complete
	SPIRAL STAIRCASE Totals				**$10,370.00**				**$10,370.00**	**$0.00**	**$0.00**	**$10,370.00**	**$0.00**	**100.00%**
	EXHAUST FAN AND PIPING TO VENT													
09.1	Install chlorine exhaust fan	LS	1.00	$17,160.00	$17,160.00	1.00	0.00	1.00	$17,160.00	$0.00	0.00	$17,160.00	$0.00	100.00%
09.2	Core drill concrete wall	LS	1.00	$2,200.00	$2,200.00	1.00	0.00	1.00	$2,200.00	$0.00	0.00	$2,200.00	$0.00	100.00%
09.3	Install 18" PVC Pipe to vent	LS	1.00	$43,800.00	$43,800.00	1.00	0.00	1.00	$43,800.00	$0.00	0.00	$43,800.00	$0.00	100.00%
09.4	Install vent assembly	LS	1.00	$2,860.00	$2,860.00	1.00	0.00	1.00	$2,860.00	$0.00	0.00	$2,860.00	$0.00	100.00%
09.5	Install pipe bollards	LS	1.00	$2,180.00	$2,180.00	0.00	1.00	1.00	$0.00	$2,180.00	0.00	$2,180.00	$0.00	100.00%
09.6	Electrical	LS	1.00	$23,000.00	$23,000.00	1.00	0.00	1.00	$23,000.00	$0.00	0.00	$23,000.00	$0.00	100.00%
	EXHAUST FAN AND PIPING TO VENT Tot				**$91,200.00**				**$89,020.00**	**$2,180.00**	**$0.00**	**$91,200.00**	**$0.00**	**100.00%**
	Change Order 2													
CO 2.1	Relocate Flouride Feeder	LS	1.00	$9,392.35	$9,392.35	1.00	0.00	1.00	$9,392.35	$0.00	0.00	$9,392.35	$0.00	100.00%
CO 2.2	Rehabilitation to walls of filter basins	LS	1.00	$53,492.55	$53,492.55	1.00	0.00	1.00	$53,492.55	$0.00	0.00	$53,492.55	$0.00	100.00%
	Change Order 2 Totals				**$62,884.90**				**$62,884.90**	**$0.00**	**$0.00**	**$62,884.90**	**$0.00**	**100.00%**
	none													
6	Flouride Feed System and Appurtenances	LS	0.00	$0.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
7	Filter Rehabilitation Including Air Scour	EA	0.00	$0.00	$0.00	0.00	0.00	0.00	$0.00	$0.00	0.00	$0.00	$0.00	0.00%
	none Totals				**$0.00**				**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**0.00%**
	Grand Totals				**$1,367,979.90**				**$1,259,391.50**	**$108,588.40**	**$0.00**	**$1,367,979.90**	**$0.00**	**100.00%**

Memorandum

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

From: **Marybeth Bergin, Director of Transportation and Engineering**

cc: **Lakecia Buckhalter, Office Assistant**

Date: **Tuesday, April 16, 2024**

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: 2024-84
Minute Book #

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

Recommendation Statement

Please place this on the April 16, 2024 City Council meeting for consideration.

DATE: 4/1/24

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		
90 WATT LED	R	William Carey Pkwy upgrade to larger LED
110 WATT LED	I 31	Monthly increase per light $3.81x 31 = $118.11 increase per month
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: **Marybeth Bergin, Director of Transportation and Engineering**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Approve Change Order #2 with R & J Construction, Inc. for the Hall Avenue East project to add time to the contract with no change to the total contract amount of $13,963,133.93, and authorize the Mayor to execute in multiples.**
File Number: 2024-104
Minute Book #

Summary
Approve Change Order #2 with R & J Construction, Inc. for the Hall Avenue East project to add time to the contract with no change to the total contract amount of $13,963,133.93, and authorize the Mayor to execute in multiples.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

Tuesday, April 9, 2024
N-S Project No. 15045.001

Hunter White
Deputy Director
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

REFERENCE: CONTRACT TIME EXTENSION
CITY OF HATTIESBURG, FORREST COUNTY
HALL AVENUE EAST

Dear Mr. White:

Enclosed is one (1) copy of Change Order No. 2 adding 46 calendar days to the contract. Enclosed is the letter dated March 28, 2024, from the general contractor, R&J Construction requesting an extension of contract time. I concur with this request.

Please call me at 545-1565 if you have any questions or need additional information.

Sincerely,

NEEL-SCHAFFER, INC.



Korey Hardin, P.E.
Senior Project Manager

WKH

Enclosures: CONTRACT CHANGE ORDER NO. 2
TIME EXTENTION REQUEST LETTER DATED 3/28/2024

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. 2

DATE:	**TUESDAY, APRIL 9, 2024**
OWNER:	**CITY OF HATTIESBURG**
PROJECT:	**NEEL-SCHAFFER PROJ NO. 15045**
PROJECT NAME:	**HALL AVENUE EAST**
REASON FOR CHANGE:	**TIME EXTENSION**

ORIGINAL CONTRACT AMOUNT:	**$ 13,637,834.93**
TOTAL CONTRACT CHANGES TO DATE:	**$ 325,299.00**
CURRENT CONTRACT AMOUNT:	**$ 13,963,133.93**
THIS CONTRACT CHANGE:	**$ 0.00**
REVISED CONTRACT AMOUNT:	**$ 13,963,133.93**
CURRENT CONTRACT COMPLETION DATE:	**APRIL 16, 2024**
TIME EXTENSION REQUIRED BY CHANGE (CALENDAR DAYS):	**46 CALENDAR DAYS**
REVISED CONTRACT COMPLETION DATE:	**MAY 31, 2024**

NOTE: THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ 04/09/2024

NEEL-SCHAFFER, INC
ENGINEER

DATE

ACCEPTED BY: _____ _____

R&J CONSTRUCTION, INC
CONTRACTOR

DATE

APPROVED BY: _____ _____

CITY OF HATTIESBURG
OWNER

DATE

RECEIVED
By Korey Hardin, P.E. at 8:12 am, Mar 28, 2024

R&J CONSTRUCTION
LAUREL, MISSISSIPPI
P.O. Box 6 Laurel, Mississippi 39441
601-426-1042 601-426-1044 FAX

March 28, 2024

Korey Hardin, P.E.
Neel-Schaffer
704 Hardy Street
Hattiesburg, MS 39401

Re: Hall Avenue East Project
Hattiesburg, Mississippi
Forrest County

Mr. Hardin,

As you are aware, our completion date for this project is April 16, 2024.

Throughout this project, R & J Construction, Inc. has not requested any additional time for unforeseen delays that in way could have been controlled.

I would like to take this opportunity to request that our completion date be extended to May 31, 2024. This extension should ensure the completion of all work and line up with the completion of the round-a-bout.

If you have any questions or comments, please feel free to give me a call.

Thank you,

William Trae' Shoemake
R & J Construction, Inc.

Memorandum

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

From: **Ann Jones, Chief Administrative Officer**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Approve Agreement between City of Hattiesburg and Powers of Mississippi to provide professional preventive maintenance and inspection services related to the building automation and controls system at the Hattiesburg Police Safety Complex, and authorize the Mayor to execute the same.**
File Number: 2024-88
Minute Book #

Summary

Recommendation Statement
I recommend this item for approval.

Please place this on the April 16, 2024 City Council meeting for consideration.

Monthly Preventive Maintenance Service Agreement

HVAC Mechanical Systems Building

Automation and Controls Systems

Hattiesburg Public Safety

March 21, 2024

Customer Address 701 James St.
Hattiesburg, MS. 39401

Customer Contact Major Shannon Harris
Direct Support A-4
601.554.3745
sweaver@hattiesburgms.com

Service Locations Hattiesburg Public Safety

Service Agreement

Signature Page

By and Between	Customer
Powers of Mississippi 5440 Northshore Drive North Little Rock, AR 72118	**Hattiesburg Public Safety** 701 James St. Hattiesburg, MS. 39401

Powers of Mississippi shall provide services in accordance with the Scope of Services and the Terms and Conditions of Sales contained in this agreement.

Scope of Services Summary

A) Preventive Maintenance Service Agreement
B) Maintain the systems identified in "List of Equipment" & "Maintained Equipment Schedule" C) ***Preferred Customer Rates*** for Labor and Parts

Term

This Agreement shall remain in effect for an Original Term of ONE (1) YEAR beginning the first of the month following acceptance and from year to year thereafter

Pricing and Payment

The Price of this Agreement for the Original Term shall be **$17,250.00** annually, will increase 2.00% per year, is payable QUARTERLY at a rate of **$4,312.50** and is due upon receipt of invoice. Tax Not Included.

Remit Payments to: Powers of Mississippi | 5440 Northshore Dr, North Little Rock, AR, 72118

Buildings Covered

Hattiesburg Public Safety

Proposal Submitted By:

Charles Hutton
Controls Service Sales

Proposal Approved By:

Bradly Bergeson (Service Manager)	**Mayor Toby Barker**
Powers of Mississippi	*Customer Name*
Signature Date	Signature Date

Scope of Services

Building Automation and Controls Systems

Powers of Mississippi will provide the following professional maintenance services for the Building Automation and Controls Systems identified in the "Maintained Equipment Schedule."

1) Preventive Maintenance and Inspection Services

Under this agreement, Powers of Mississippi will provide preventive maintenance and inspection labor, associated materials, and travel labor and expense during normal Powers of Mississippi working hours required to:

A) Perform preventive and inspection services for the Building Automation and Controls System in accordance with manufacturer recommendations, application demands, environmental factors, and the experience of Powers of Mississippi technicians and service managers.

B) Identify and Correct issues through the Building Automation and Controls System with a review of point logs and points that are in failure, alarm, out of compliance, or operator priority and review of the programs as applicable.

C) Inform Customers of preventive maintenance progress, inspection findings, and applicable maintenance and repair options.

D) Recommend cost-effective repairs, applicable retrofit options and equipment replacement alternatives.

E) Provide Written Service Reports in the form of Service Tickets will be presented to the Customer.

F) Reports - The Building Automation and Controls System has many reports available. Through training the system operators can learn the different reports. Customer reports, which are unique and require additional expertise will be created at the "Preferred Customer Rates".

2) The Building Automation and Controls System Software

A) Protection and Recovery Services are performed during scheduled visits. A backup will be performed of the database, programs, and graphics for protection and recovery in the event of a memory loss or hardware failure.

B) Firmware updates are not included to this contract.

C) Consultation to assist the operator with database, programming or operation questions is included.

D) This contract will include a Desigo License upgrade, Which will continue to July of 2025.

General Items and Special Services

Building Automation and Controls Systems

1) Repairs, Unscheduled Service Calls, and Service Not Included in this Agreement A)

This agreement is a Preventive Maintenance Service Agreement.

B) If additional services that are not covered in the "Scope of Services" are requested by the Customer, work will be performed according to the scope of work in a timely manner.

C) System corrections, database changes, programming modifications, component repairs, sensors, controllers and parts installation or unscheduled service calls will be performed under this agreement during normal working hours and billed according to the "Preferred Customer Rates" listed in the "Labor Rate Schedule".

D) Powers of Mississippi will furnish labor, overtime or emergency labor, repair parts and components regulated material recovery and disposal services at "Preferred Customer Rates" listed in the "Labor Rate Schedule".

2) Training

A) We include training at no additional cost for our scheduled Training Courses.

B) Specific training on the Owner's specific is available at ***Preferred Customer Rates*** as listed in the current "Labor Rate Schedule".

3) Response Time

A) Immediate response is our goal, which we usually achieve. Our technicians will respond within three hours of notification by phone, email, text or in person to determine the nature of the service request and then respond accordingly.

B) If an on-site visit is required, our technicians will be on site within eight (8) business hours. We understand the urgency of service requests and therefore will endeavor to respond quickly and professionally, as the situation requires.

C) Our toll-free number is 877.274.7127 and our main office number is 228.231.1788 both will be answered by a person who will then notify our service technicians. After hour service is according to the "Preferred Customer Rates" listed in the "Labor Rate Schedule".

4) Service Agreement

Customers receive the ***Preferred Customer Rates*** listed in the “Labor Rate Schedule” along with priority service.

5) Special Services

A) Special Services included will be identified in the **"Special Services Included"** section.

B) Special Services **NOT** included identified in the **"Special Services Not Included"** section.

C) Reheat boxes not to be physically visited unless problem detected from the front end computer.

Special Services Included

Powers of Mississippi understands that our customers have varying needs and priorities. Based upon your requirements we are pleased to offer you the following special services.

The special services below shall be provided by Powers of Mississippi under the "Term and Conditions of Sales" of this agreement.

- Qty (12) 8 hour visits per contract term
- Thes visits maybe used at your convenience or necessity, Once these 96 hours are used up. You will then be charged a discounted labor rate and billed accordingly.
- Repair Labor can be withdrawn from your contract days, but parts are not covered in this contract and will be billed separately.
- Each scheduled visit will consist of Controls PM and maintenance.
- Desigo software subscription renewal and upgrades are included until July of 2025.
- Quantity = 117 | Part Number = P55802-Y900-B410

Exclusions & Clarifications

- No materials are included in this contract.
- No after-hours calls are included in your contract.

Maintained Equipment Schedule

Building Automation and Controls Systems

Powers of Mississippi will provide professional maintenance on the HVAC equipment specified below.

Equipment Type	Quantity
Building Automation Control System	

Operational Maintenance Routines

Building Automation and Controls Systems

Service Tasks	Actions	Benefits	Site Visits Per Year
Backup Filed LAN Level Controller	Provide current back up of controller database for local and remote storage.	Ensures accumulated data may be recovered for remote analysis. Protects customer investment from catastrophic loss or malicious damage by providing off-site archived storage and ability to react quickly in the event of catastrophic failure.	1
Backup Network Level Controller	Provide current backup of Network controller database for local and remote storage.	Ensures accumulated data may be recovered for remote analysis. Protects customer investment from catastrophic loss or malicious damage by providing off-site archived storage and ability to react quickly in the event of catastrophic failure.	1

Backup Graphical User Interface	Provide current backup of headend GUI database for local and remote storage.	Ensures accumulated data may be recovered for remote analysis. Protects customer investment from catastrophic loss or malicious damage by providing off-site archived storage and ability to react quickly in the event of catastrophic failure.	1

During regularly scheduled service intervals, Powers of Mississippi will make recommendations to the Customer to improve system efficiency and reliability, or to reduce operational costs. A summary of recommendations will be prepared and presented to the customer.

Database Backup - Direct Digital Controls

Scheduled Actions and Intervals

Operational Maintenance Routines

Building Automation and Controls Systems

Service Tasks	Actions	Benefits	Site Visits Per Year
Visual Inspection	Ensure device is not physically damaged. Report all damaged components to owner.	Helps to extend over all device operation longevity.	12
Verify System Communications	Ensure that all devices in the system are communicating properly.	Ensure that all devices in the system are communicating properly.	12
Verify Proper Operation of Workstation	Perform evaluation and diagnostic test on the PC to assure that it is in a reliable, operating condition.	Increased up-time and optimal performance of the Graphical User Interface.	12
Verify Workstation Database	Verify setup and operation of graphics, schedules, and alarms. Verify setup and operation of remote site in/out communications. Synchronize network clock operations.	Integrity and efficiency of system performance is maintained.	12

Operational Maintenance Routines

Building Automation and Controls Systems

During regularly scheduled service intervals, Powers of Mississippi will make recommendations to the Customer to improve system efficiency and reliability, or to reduce operational costs. A summary of recommendations will be prepared and presented to the customer.

Check Device Battery and/or UPS	Inspect battery and/or UPS for safer operating condition.	Ensure historical data integrity is maintained.	12

During regularly scheduled service intervals, Powers of Mississippi will make recommendations to the Customer to improve system efficiency and reliability, or to reduce operational costs. A summary of recommendations will be prepared and presented to the customer.

Network Controllers and Graphical User Interface - Direct Digital Controls

Scheduled Actions and Intervals

Operational Maintenance Routines

Building Automation and Controls Systems

During regularly scheduled service intervals, Powers of Mississippi will make recommendations to the Customer to improve system efficiency and reliability, or to reduce operational costs. A summary of recommendations will be prepared and presented to the customer.

RTU & AHU - Direct Digital Controls

Scheduled Actions and Intervals

Service Tasks	Actions	Benefits	Site Visits Per Year
Visual Inspection	Ensure device is not physically damaged. Report all damaged components to owner.	Helps to extend over all device operation longevity.	Not Included
Check Sequence of Mechanical Operation	Verify that controlled equipment properly cycles from full heat to full cool and economizer operation as appropriate.	Reliable and efficient utilization of the Building Automation and Controls System. Accurate reporting of system alarms and reports.	Not Included
Verify Input/Output Devices	Ensure that input and output devices are operating correctly through visual and program verification.	Database verification ensures DDC system operates and performs as designed to meet goals for energy reduction and comfort performance.	Not Included
Verify Controller Database	Identify all additions, modifications, and changes to software sequences and limits. Provide assessment report to Owner of impact of all noted changes	Database verification ensures DDC system operates and performs as designed to meet goals for energy reduction and comfort performance.	Not Included
Check Room Sensor Accuracy	Verify operational accuracy of room sensor.	Ensure historical data integrity is maintained.	Not Included

Operational Maintenance Routines

Building Automation and Controls Systems

During regularly scheduled service intervals, Powers of Mississippi will make recommendations to the Customer to improve system efficiency and reliability, or to reduce operational costs. A summary of recommendations will be prepared and presented to the customer.

Check Device Battery and/or UPS	Inspect battery and/or UPS for safer operating condition.	Ensure historical data integrity is maintained.	Not Included

Plant Equipment - Direct Digital Controls

Scheduled Actions and Intervals

Service Tasks	Actions	Benefits	Site Visits Per Year
Visual Inspection	Ensure device is not physically damaged. Report all damaged components to owner.	Helps to extend over all device operation longevity.	Not Included
Verify Input/Output Devices	Ensure that input and output devices are operating correctly through visual and program verification.	Database verification ensures DDC system operates and performs as designed to meet goals for energy reduction and comfort performance.	Not Included
Verify Controller Database	Identify all additions, modifications, and changes to software sequences and limits. Provide assessment report to Owner of impact of all noted changes	Database verification ensures DDC system operates and performs as designed to meet goals for energy reduction and comfort performance.	Not Included

VAV Terminal Units - Direct Digital Controls

Scheduled Actions and Intervals

Service Tasks	Actions	Benefits	Site Visits Per Year
Visual Inspection	Ensure device is not physically damaged. Report all damaged components to owner.	Helps to extend over all device operation longevity.	Not Included

Operational Maintenance Routines

Building Automation and Controls Systems

During regularly scheduled service intervals, Powers of Mississippi will make recommendations to the Customer to improve system efficiency and reliability, or to reduce operational costs. A summary of recommendations will be prepared and presented to the customer.

Verify Input/Output Devices	Ensure that input and output devices are operating correctly through visual and program verification.	Database verification ensures DDC system operates and performs as designed to meet goals for energy reduction and comfort performance.	Not Included
Verify Controller Database	Identify all additions, modifications, and changes to software sequences and limits. Provide assessment report to Owner of impact of all noted changes	Database verification ensures DDC system operates and performs as designed to meet goals for energy reduction and comfort performance.	Not Included

Labor Rate Schedule

January 1, 2024

HOURLY LABOR RATES	CUSTOMER RATES (Without Service Agreement)	PREFERRED CUSTOMER RATES (Service Agreement)
	$/hour	**$/hour**
Service		
Boiler Service	-	**-**
Controls Service	145	**130**
Mechanical Service	-	**-**
Start-up		
Controls System Start-up	145	**130**
HVAC Equipment Start-up	145	**130**
TAB		
NEBB Certified Technician	145	**130**
NEBB Certified Professional	155	**140**

Notes

1) Labor rates are charged from the time we leave our office until we return (portal to portal).

2) Normal hours are 8-5. Overtime is hourly rate multiplied times 1.5, applies to times other than normal. Double time, hourly rate multiplied times 2, applies to holidays.

3) Service Agreement customers receive the Preferred Rates along with priority service.

4) Labor Rate Schedule subject to revision.

Proprietary and Confidential Property of Powers of Mississippi

Terms and Conditions of Sales

Powers of Mississippi

General Provisions

1.1) Unless stated otherwise, the services provided under this agreement shall be provided during POWERS OF MISSISSIPPI normal working hours Monday through Friday inclusive, excluding Holidays.

1.2) Client shall provide reasonable means of access to the equipment being served. POWERS OF MISSISSIPPI shall not be responsible for any removal, replacement or refinishing of the building structure, if required to gain access to the equipment.

1.3) POWERS OF MISSISSIPPI shall be permitted to control and/or operate all equipment necessary to perform the services herein described as arranged with the Client's representative.

1.4) This agreement, when accepted in writing by the Client and approved by an authorized POWERS OF MISSISSIPPI representative, shall constitute the entire agreement between the two parties.

1.5) Either party may terminate this agreement by giving written notification 30 days in advance termination.

Charges

2.1) For services not covered by this agreement but performed by POWERS OF MISSISSIPPI upon the Client's authorization, the client agrees to pay POWERS OF MISSISSIPPI upon presentation of itemized invoice(s) at POWERS OF MISSISSIPPI prevailing rates.

2.2) If emergency service is requested by the Client and inspection does not reveal any defect for which POWERS OF MISSISSIPPI is liable under this agreement, the Client will be charged at POWERS OF MISSISSIPPI prevailing rates.

2.3) Client shall reimburse POWERS OF MISSISSIPPI for all temporary measures including rental equipment that the client approves for temporary business continuation.

Limitations of Liability

3.1) POWERS OF MISSISSIPPI shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, water damage, lightening, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restrictions, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief. IN NO EVENT SHALL POWERS OF MISSISSIPPI BE LIABLE FOR BUSINESS INTERRUPTION LOSSES OR CONSEQUENTIAL OR SPECULATIVE DAMAGES, but this sentence shall not relieve POWERS OF MISSISSIPPI of liability for damage to property or injury to persons resulting from accidents caused directly by the negligence of POWERS OF MISSISSIPPI in performance or failure of performance of its obligations under this agreement.

3.2) POWERS OF MISSISSIPPI shall not be required to make safety tests, install new devices or make modifications to any equipment beyond the scope of the original contract in order to comply with recommendations or directives of insurance companies, governmental bodies, or for other reasons.

3.3) POWERS OF MISSISSIPPI shall not be required to make replacements or repairs necessitated by reason of negligence, abuse or misuse, or by reason of any other cause beyond its control except ordinary wear and tear.

3.4) This agreement pre-supposes that all equipment is in satisfactory working condition. A cost estimate will be furnished for any equipment found in need of repair, upon initial inspection or initial seasonal startup, with a written estimate stating the cost of repairs. Should repairs not be authorized within 30 days, the equipment will be eliminated from coverage and the agreement price shall be adjusted accordingly.

3.5) This agreement pre-supposes no substance regarded as hazardous by EPA is utilized in the system. If, in servicing the system, POWERS OF MISSISSIPPI discovers the use of hazardous material, the Client will be responsible to remove, or have removed, any such substance and to replace it with a non-hazardous substitute. The Client will incur the cost of removal and substitution.

3.6) The amount of any present or future sales, use, occupancy, excise, or other federal, state or local tax which POWERS OF MISSISSIPPI hereafter shall be obligated legally to pay, either on its own behalf or on the behalf of the Client or otherwise, with respect to the services and material covered by this agreement, shall be paid by the Client.

3.7) If the equipment or software included under this agreement is altered, modified, or changed by a party other that POWERS OF MISSISSIPPI, this agreement shall be modified to incorporate such changes and the agreement price shall be adjusted accordingly.

3.8) It is understood that the provisions of this agreement apply only to the systems and equipment covered herein. Repair or replacement of non-maintained or non-moving parts of the system such as ductwork, boiler shell and tubes, unit cabinets, boiler refractory material, electrical wiring, hydronic and pneumatic piping, structural supports, etc. is not included under this agreement.

Proprietary and Confidential Property of Powers of Mississippi

3.9) Following 12 months of service or any time thereafter, if individual items(s) cannot, in POWERS OF MISSISSIPPI opinion, be properly repaired on-site, due to excessive wear or deterioration, POWERS OF MISSISSIPPI may withdraw the item(s) from coverage upon ninety (90) days prior written notice.

3.10) This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Mississippi.

Proprietary and Confidential Property of Powers of Mississippi

Powers of Mississippi shall provide services in accordance with the Scope of Services and the Terms and Conditions of Sales contained in this agreement.

Scope of Services Summary

A) Preventive Maintenance Service Agreement

B) Maintain the systems identified in "List of Equipment" & "Maintained Equipment Schedule" C) ***Preferred Customer Rates*** for Labor and Parts

Term

This Agreement shall remain in effect for an Original Term of ONE (1) YEAR beginning the first of the month following acceptance and from year to year thereafter

Pricing and Payment

The Price of this Agreement for the Original Term shall be **$17,250.00** annually, will increase 2.00% per year, is payable QUARTERLY at a rate of **$4,312.50** and is due upon receipt of invoice. Tax Not Included.

Remit Payments to: Powers of Mississippi | 5440 Northshore Dr, North Little Rock, AR, 72118

Buildings Covered

Hattiesburg Public Safety

Proposal Submitted By:

Charles Hutton
Controls Service Sales

Proposal Approved By:

Bradly Bergeson (Service Manager)

Powers of Mississippi 04/08/2024

Signature Date

Mayor Toby Barker

Customer Name

Signature Date

Memorandum

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

From: **Ann Jones, Chief Administrative Officer**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Approve Agreement between City of Hattiesburg and Downtown Hattiesburg Association (DHA), a designated Mississippi Main Street Association (MMSA) member to provide operational support for Downtown Hattiesburg Association's partnered events; authorize manual check and the Mayor to execute the same.**
File Number: 2024-90
Minute Book #

Summary
Approve Agreement between City of Hattiesburg and Downtown Hattiesburg Association (DHA), a designated Mississippi Main Street Association (MMSA) member to provide operational support for Downtown Hattiesburg Association's partnered events and authorize the Mayor to execute the same. Authorize issuance of manual check.

Recommendation Statement
I recommend this item for approval.

Please place this on the April 16, 2024 City Council meeting for consideration.

2024 MEMORANDUM OF AGREEMENT FOR OPERATIONAL SUPPORT FOR DOWNTOWN HATTIESBURG ASSOCIATION'S PARTNERED EVENTS

THIS AGREEMENT constitutes a Memorandum of Agreement (MOA) between Downtown Hattiesburg Association, (DHA), a designated Mississippi Main Street Association (MMSA) member, and the City of Hattiesburg for the purpose of operational support for DHA's partnered events.

The mission of the Downtown Hattiesburg Association is to create a program that will encourage and promote the economic growth and development of downtown Hattiesburg through, planning, beautification, and preservation of our central business district in order to build a competitive local and regional arts district and business market, and to support our growing tourism industry.

DHA has partnered event agreements with the Downtown Hattiesburg Farmers Market and Live at Five.

In consideration of the executed agreement, the parties agree to the following terms and conditions:

Section I: City of Hattiesburg Agrees to:

1. The City of Hattiesburg fund DHA's partnered events annually in the amounts of $5000.00 (for Downtown Hattiesburg Farmers Market) and $15,000.00 (for Live at Five).
2. The City agrees to extend the use of certain City facilities and parks at no charge for DHA coordinated or sponsored events and activities.
3. The City agrees to permit DHA the use of certain City services at no charge for DHA partnered events and activities.
4. The City agrees to work collaboratively with DHA, as appropriate, to expand and promote DHA partnered events.

Section II: Downtown Hattiesburg Association Agrees to:

1. Downtown Hattiesburg Association (DHA) agrees to provide to Live at Five Events LLC (Live @ 5) and to Downtown Hattiesburg Farmers Market (DHFM) general liability insurance coverage up to $2 million dollars General Aggregate insurance and provide them each with a certificate of insurance listing them as additional insured under DHA's Liability insurance coverage.
2. Downtown Hattiesburg Association (DHA) agrees to provide to Live at Five Events LLC (Live @ 5), through our partnership with the City of Hattiesburg, sufficient space at Town Square Park for the operation of a free live music series on select Friday evenings between the hours of 5 p.m. and 9 p.m subject to the continued agreement of the City to provide this. DHA will facilitate through the City to provide sufficient electrical power outlets for vendors, port-a-lets, and hand washing stations for vendors and customers.
3. Downtown Hattiesburg Association (DHA) agrees to provide to Downtown Hattiesburg Farmers Market, through our partnership with the City of Hattiesburg, sufficient space at Town Square Park for the operation of a local farmers market on select Thursday afternoons between the hours of 3 p.m. and 7 p.m subject to the continued agreement of the City to provide this. DHA will facilitate through the City to provide sufficient electrical power outlets for vendors, port-a-lets, and hand washing stations for vendors and customers.
4. DHA will provide such volunteers as are available to assist in the operation of these partnered events.
5. DHA will provide limited marketing support to these partnered events in the form of shares on social media and newsletter support, professional photography, and a limited amount of signage as the DHA is able to provide signage.

Witness whereof, the parties have executed this agreement.

By: _____ Hattiesburg, MS
MAYOR COMMUNITY

Toby Barker Date: _____
Name printed

_____ Hattiesburg, MS
DHA BOARD PRESIDENT/CHAIRPERSON COMMUNITY

Anna Rush Date: 4/8/24
Name printed

Memorandum

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

From: **Ann Jones, Chief Administrative Officer**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Approve Agreement between the City of Hattiesburg and the YMCA of Southeast Mississippi to organize and manage the Summer Aquatics Program at City pools and authorize the Mayor to execute the same.**
File Number: 2024-89
Minute Book #

Summary
Approve Agreement between the City of Hattiesburg and the YMCA of Southeast Mississippi to organize and manage the Summer Aquatics Program at City pools and authorize the Mayor to execute.

Recommendation Statement
I recommend this item for approval.

Please place this on the April 16, 2024 City Council meeting for consideration.

CITY OF HATTIESBURG
PARKS AND RECREATION DEPARTMENT
POOL SERVICES AGREEMENT

This agreement between the City of Hattiesburg Parks and Recreation Department and the YMCA of Southeast Mississippi was made and entered into on this the 7th day of May, 2024. Defined in the following contract, hereinafter, the City of Hattiesburg will be referred to as "City" and the YMCA of Southeast Mississippi will be referred to as "Contractor".

WHEREAS, the City is the owner of three (3) swimming pool facilities.

Vernon Dahmer Park - 1000 Country Club Road
Ben McNair Recreation Center Pool - 300 North 12th Avenue
Scott Jones Jr. Pool at C.E. Roy Community Center - 300 East 5th Street

WHEREAS, the Contractor is willing to undertake the obligations herein outlined to provide aquatic activities and services at City-owned pools in the City of Hattiesburg for the summer season beginning June and ending August 2024.

NOW, THEREFORE, in consideration of the promises and of the covenants herein expressed, the City and Contractor mutually agree as follows:

SECTION I

GENERAL TERMS AND CONDITIONS

TERM OF AGREEMENT

The Agreement shall commence on or about the 7th day of May 2024 and shall end on August 3rd, 2024 unless terminated earlier under the provisions herein. Staffing shall begin on the 3rd of June, 2024, and run for nine (9) weeks, completing on August 3rd.

City of Hattiesburg pools are open Monday, Wednesday and Friday from 9:00 AM to 11:00 AM and 1:00 PM to 4:00 PM and on Saturday from 9:00 AM to 4:00 PM. An entry fee of $1.00 shall be collected at the gate prior to entry.

TERMINATION AND CANCELLATION

The City or YMCA may terminate this contract at any time by delivery of written notice stating the contract will terminate within thirty (30) days from the date of the receipt of said notice.

NEGOTIATIONS

The City reserves the right to negotiate all elements that comprise the Contractor's proposal to ensure the best possible consideration is afforded to all concerned.

LEGAL RELATIONSHIPS

It is understood and hereby agreed by the parties that the Contractor is and shall be independent and shall control all ways, means, and details incident to the performance of him/herself and his/her agents and employees under this contract. The Contractor shall not be subject to the personnel policies of the City, however his/her agents or employees shall perform and be held to personnel policies just as all City employees.

LAWS, STATUS AND OTHER GOVERNMENTAL PROVISIONS

The Contractor shall at all times observe and comply with all Federal and State Laws and City Ordinances and Regulations which affect the operation of Pool Facilities and will comply with all orders, laws, ordinances, and regulations which may be enacted by a body having jurisdiction over such facilities.

EQUAL OPPORTUNITY

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or under that title, to the end, following Title VI of the Act and the regulations, no person in the United States shall, on the grounds of race, color, age, sex, disability or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination as a result of any use or activity at the stated premises. If the Contractor does not comply with the non-discrimination clauses of the Agreement, the Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be barred from further contracts with the City of Hattiesburg, Mississippi.

SECTION II

SPECIFIC DUTIES

1. The contractor shall organize and manage the City of Hattiesburg Summer Aquatics Program within the given hours designated by the Director of Parks and Recreation. Under this agreement, the City of Hattiesburg will provide the necessary funds for the Contractor to conduct all necessary steps to recruit, retain, hire, and manage staff for the operations of all three (3) pools.
    a) The Contractor shall oversee the recruitment, interview process, hiring, training (certification), and supervision of all pool staff including, but not limited to lifeguards, water safety instructors, head lifeguards, and other pool-related staff to ensure safety and complete management in the performance of this Agreement.
        (1) The Contractor shall coordinate all lifeguard training and certification.
        (2) The Contractor shall coordinate all lifeguard manager training for head lifeguards.
        (3) The Contractor shall coordinate/provide weekly in-service training for staff. Including but not limited to: CPR and First Aid.
        (4) The Contractor shall conduct daily staff meetings with personnel on duty.
    b) The Contractor shall provide lifeguard and aquatic program management along with necessary facility management.
        (1) Includes group swim scheduling and coordination.
        (2) Includes staff scheduling and payroll.

(3) Includes daily fee collection and submission to the Parks and Recreation Department. Entry fees will be recorded daily and brought to the Ben McNair Center (300 North 12th Avenue) every Friday and Monday.
(4) Enforcement of pool rules and regulations.
(5) Daily stock of restroom facilities and requests for necessary cleaning of support facilities.

c) The Contractor shall provide
(1) The Contractor shall coordinate with the pool maintenance company to provide and schedule pool cleaning/maintenance. The City shall be responsible for supplying necessary cleaning equipment, chemicals, etc. for daily maintenance. The City shall be responsible for completing repairs, emergency service, etc to all pools and equipment through the City of Hattiesburg Construction Department or an outside vendor.
(2) The Contractor shall perform and log daily pool water testing and report any quality test failures to the Director of the Parks and Recreation Department immediately.

d) The Contractor should keep the following records daily and complete a weekly report to be given to the Director of Parks and Recreation.
(1) Daily pool group attendance
(2) Daily lesson participation
(3) Daily public swim attendance and names
(4) Fee collection data per pool (recorded daily and turned into the Ben McNair Center administrative offices on Friday and Monday of each week)
(5) Water quality testing

e) The Contractor shall provide swim lessons twice per month, with registration and waivers per participant. The Contractor will take registrations and host swim lessons for three (3) days at one hour each. Fees may be collected by the Contractor for registered participants.

f) The Contractor shall promptly inform the Director of Parks and Recreation of any damage or need for repair to any of the Pool Facilities

2. The Contractor shall indemnify and hold harmless the City from all expenses, damages, attorneys' fees, and other costs arising from any claim or suit in whole or in part from any claim or suit in whole or in part from any alleged failure or gross negligence of the Contractor in the operation of the City of Hattiesburg Summer Aquatics Program and/or any tart committed by Contractor and/or the Contractor's employee.

SUPPLY AND MAINTENANCE OF EQUIPMENT AND LIFEGUARD STAFF

1. The City shall supply and maintain all pool facilities and mechanical equipment located at each pool site. Equipment owned by the contractor will be maintained at its own expense.
2. The City shall supply pool chemicals and necessary maintenance equipment.

3. The Contractor shall notify the City's Director of Parks and Recreation when City–owned equipment needs maintenance. The City shall perform such maintenance at its own cost and expense.
4. The Contractor agrees to surrender City-owned equipment in good condition, with normal wear and tear expected, at the termination of this Agreement or when the Contractor vacates the premises.

SECTION III

COMPENSATION

The City of Hattiesburg shall pay the Contractor a total of $35,000.00 for the above-mentioned services.

IN WITNESS WHEREOF City and Contractor have executed this Agreement on the day and year first above written.

YMCA OF SOUTHEAST MISSISSIPPI

Matt Ryan

Executive Director

4/5/2024

CITY OF HATTIESBURG, MISSISSIPPI

Mayor

Memorandum

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

From: **Adam Moore, Grants Coordinator**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Approve and authorize Mayor to execute the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of $75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day." The grant requires the city to provide $25,000 in matching funds.**
File Number: 2024-59
Minute Book #

Summary
MDEQ Solid Waste Assistance Grant Agreement

Recommendation Statement
I recommend approval and authorization for Mayor to execute the MS Department of Environmental Quality (MDEQ) Solid Waste Assistance Grant Agreement in the amount of $75,000.00 to fund a Household Hazardous Waste "Right Way to Throw Away Day." The grant requires the city to provide $25,000 in matching funds.

Please place this on the April 16, 2024 City Council meeting for consideration.

State of Mississippi

TATE REEVES
Governor

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

CHRIS WELLS, EXECUTIVE DIRECTOR

April 3, 2024

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

Dear Mayor Barker:

Our Department has completed a favorable review of the solid waste assistance grant application for competitive funds submitted on behalf of the City of Hattiesburg. Based on this review and available funding, the City has been preliminarily approved for a grant in the amount of **$75,000.00**, subject to the full execution of a formal grant agreement. The terms of the grant agreement will include conditions for the *City of Hattiesburg/Forrest and Lamar County Household Hazardous Waste Day Collection Program* as proposed in the application.

The formal grant agreement has been enclosed for your review and signature. **Please have the Mayor sign the agreement and return it within 15 days of signature to Ms. Erika Andrews in our Contracts Division**. Please contact our office at (601) 961-5250 if you have any questions concerning your grant award.

Sincerely,

Kim L. Grant

Kim L. Grant, Grants Coordinator
Grants/Management Support Branch
Waste Division

Enclosures

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY ASSISTANCE AGREEMENT		ASSISTANCE ID NO. SWC609
		DATE OF STAFF APPROVAL 04/03/2024
AGREEMENT TYPE		**RECIPIENT TYPE**
COOPERATIVE AGREEMENT		CITY
GRANT AGREEMENT	X	**TAX ID NO.**
ASSISTANCE AMENDMENT		

RECIPIENT	**PROJECT MANAGER**
CITY OF HATTIESBURG P.O. BOX 1898 HATTIESBURG, MS 39403	TOBY BARKER MAYOR
ISSUING OFFICE	**PROJECT MANAGER**
MS DEPT. OF ENVIRONMENTAL QUALITY OFFICE OF POLLUTION CONTROL P. O. BOX 2261 JACKSON, MS 39225	KIM L. GRANT, GRANTS COORDINATOR GRANTS/MANAGEMENT SUPPORT BRANCH
ASSISTANCE PROGRAM LOCAL GOVERNMENT SOLID WASTE ASSISTANCE PROGRAM	**STATUTORY AUTHORITY** SECTION 17-17-65, MS CODE ANN.

PROJECT TITLE AND DESCRIPTION

CITY OF HATTIESBURG/FORREST AND LAMAR COUNTY HOUSEHOLD HAZARDOUS WASTE DAY COLLECTION PROGRAM

PROJECT LOCATION	**PROJECT PERIOD**
CITY HATTIESBURG **COUNTY** FORREST **STATE** MS	The project period shall begin upon execution of the grant agreement by the Executive Director of MDEQ and end no later than **DECEMBER 31, 2026.**
	TOTAL PROJECTED PERIOD COST **$75,000.00**

FUNDS	**FORMER AWARD**	**THIS ACTION**	**AMENDED TOTAL**
MDEQ Amount This Action -- Competitive (4050)		$ 75,000.00	
Recipient Contribution			
Total Project Cost			
APPROVED BUDGET			
Personnel			
Indirect			
Travel			
Equipment			
Supplies			
Educational Material			
Construction			
Other		$ 75,000.00	
Total Charges		$ 75,000.00	

METHOD OF PAYMENT	
Advance	
Reimbursement	X

SPECIAL TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENT
(Local Governments Solid Waste Assistance Grants Program)

1. Method of Payment

Reimbursement shall be the method of payment. The Recipient shall submit the completed Attachment A - Request for Payment form and additional documentation for verification of the service or work performed or the purchases made, prior to payment being issued by the Mississippi Department of Environmental Quality (MDEQ). The Request for Payment forms and supporting documentation generally will be submitted to MDEQ on a quarterly basis or as funds are otherwise expended and shall include a report of activities to date, (i.e., unauthorized dump sites cleaned, wastes disposed, HHW collected, hours worked, etc.). The Recipient shall submit a Request for Payment for eligible program activities performed through June 30 of each year (the end of the state fiscal year) no later than July 31 of that year. All requests for payment related to this grant agreement shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant agreement after which time, the grant agreement will be considered closed and funds will no longer be available to the Recipient. Funds utilized and/or disbursed under this grant award shall be consistent with the Recipient's approved grant application, incorporated herein by reference. This clause shall supercede Clause 5, Method of Payment of the Standard Terms and Conditions.

2. Grant Administration Costs

Under the terms of state law, the Recipient is eligible to use up to three percent (3%) of funds provided through this grant to defray the costs of administration of the grant. No Request for Payment will be processed for grant administration costs that total more than 3% of the grant award.

3. Unauthorized Dump Clean-Up Projects

For grant projects involving the clean-up or abatement of an unauthorized dump(s), the Recipient shall make a reasonable effort to determine the person(s) responsible for creating or causing the unauthorized dumping. If the responsible persons are determined, the Recipient shall make a reasonable effort to require that person to clean up the property before expending any funds from this grant award to clean up the property. If the Recipient is unable to locate the person responsible for creating the dump or if the Recipient determines that person is financially or otherwise incapable of cleaning up the property, the Recipient may use the funds from the grant award to clean-up the property. Upon completion of the clean-up and the determination of the costs of the clean-up, the Recipient shall make a reasonable effort to recover any funds expended from the responsible person.

In addition, where the Recipient is seeking the reimbursement of equipment expenses used in the clean-up activities of an unauthorized dump(s), the Recipient shall develop its request for reimbursement utilizing the established equipment rates of the most recently released version of the FEMA Schedule of Equipment Rates, (unless another alternative rate or schedule is approved by MDEQ). All equipment and personnel expenses involved in the unauthorized dump clean-up activities and requested for reimbursement shall be commensurate with the size, location and types of wastes encountered in the clean-up of the dump.

4. **Solid Waste Enforcement Officer Projects**

For projects that involve the employment of a local solid waste enforcement officer, the Recipient agrees to provide MDEQ with the following information, upon the selection or designation of the enforcement officer:

a) Name, address, telephone number, fax number, and, e-mail address for the enforcement officer(s);

b) Detailed description of the duties and responsibilities for the enforcement officer(s).

Should the enforcement officer(s) be replaced or should the officer's information change, the Recipient shall provide an update to the information described above upon selection of the replacement or upon change in the information.

The Recipient further agrees that the enforcement officer shall be required to investigate local solid waste complaint related matters, which may be directed to the enforcement officer by MDEQ or through direct public complaints. The Recipient also agrees that the Recipient and the officer employed will adhere to the Local Solid Waste Enforcement Officers Duties and Procedures guidance document prescribed by MDEQ.

5. **Household Hazardous Waste Collection Project (HHW)**

For projects that involve conducting a household hazardous waste (HHW) collection event, the Recipient shall conduct the HHW project in accordance with Sections 17-17-439 through 17-17-445 and the Mississippi "Right-Way to Throw Away Program."

The Recipient shall provide to MDEQ a comprehensive summary report following the HHW collection day event which would include, at a minimum, the following:

a) Description of the public notification efforts for the event;

b) Amounts of waste collected, by type;

c) Cost summary;

d) Number of residents participating in the HHW collection day event.

e) A summary of any special issues or needs identified in the event.

The Recipient shall ensure that all hazardous materials collected are managed and disposed by qualified contractor(s) who are properly licensed and approved by all applicable regulatory agencies to manage the hazardous materials.

6. Disposal of Wastes

The final disposal of solid wastes from the clean-up of unauthorized dumps or from other collection activities funded by this grant shall be conducted in accordance with existing solid waste disposal laws and regulations. The preferred method of disposal shall be the removal of the wastes to a legitimate recycling facility where feasible, to a permitted solid waste landfill, to a permitted rubbish landfill, to a hazardous waste management facility or to another authorized waste management facility as appropriate. In limited circumstances and where conditions warrant, the Recipient, upon concurrence from MDEQ, may abate an unauthorized dump by on-site burial of such wastes as allowed by state law. Such on-site burial of wastes shall be considered by MDEQ on a case-by-case and shall be limited to nonhazardous wastes.

STANDARD TERMS AND CONDITIONS FOR ASSISTANCE AGREEMENTS

1. Workplan

The workplan (grant application) constitutes the Recipient's and MDEQ's commitment to accomplish the program goals and objectives. MDEQ's review and evaluation of performance under this agreement and MDEQ's response to the findings of oversight will be carried out in accordance with the stated policies.

2. Expenditure Commitment

The Recipient commits to expend the funds awarded in this agreement and to complete the funded project in accordance with the workplan included in this grant application (workplan) and incorporated into this agreement by reference.

3. Financial Management

MDEQ requires that Recipients have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every grant dollar from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation are vendor invoices, bills of lading, payment vouchers, payrolls, bank statements and reconciliations.

4. Audit: Access to Records

Recipient assures that it will give MDEQ, the Comptroller General of the United States, and the State of Mississippi, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives; and will retain all required records relating to this agreement for three years after project completion and all other pending matters are closed.

5. Method of Payment

Reimbursement shall be the preferred method of funding. Recipients shall be paid a predetermined sum for services/work performed. Recipient shall submit a Request for Payment, as provided in Attachment A, and additional documentation for verification of service/work performed prior to payment being issued. In special cases, funding advances may be allowed, subject to approval by MDEQ. Requests for Payment and applicable supporting documentation shall be submitted to MDEQ upon project completion. All requests for payments related to this grant shall be submitted to MDEQ no later than forty-five (45) days after the expiration date of the grant.

6. Final Payment

Pursuant to satisfactory completion of the work performed under this agreement as may be determined by final inspection, and as a condition before final payment under this agreement or as termination settlement under this agreement, the Recipient shall execute and deliver to MDEQ a release of all claims against MDEQ arising under, or by virtue of, this agreement, except claims which are specifically exempted by the Recipient to be set forth therein. Such release is provided in Attachment B of this agreement. Unless otherwise provided in this agreement, by state law, or expressly agreed to by the parties in this agreement, final payment under this agreement or settlement upon termination of this agreement shall not constitute waiver of MDEQ's claims against the Recipient or his sureties under this agreement or applicable performance and payment of bonds.

7. Procurement

Recipient shall comply with purchasing guidelines established in 31-7-13 of the Mississippi Code in the procurement of commodities and services.

8. Disadvantaged Businesses

Recipient will ensure that its best efforts will be used in making available to minority businesses a minimum of 5% of the grant funds that may be expended as necessary in obtaining any supplies, construction, equipment, or services in completing the project detailed in the Workplan.

9. Title to Real Property, Equipment and Supplies

Unless otherwise agreed to, title to any real property, equipment and supplies that may be acquired under this agreement shall vest upon acquisition in the Recipient. Real property, equipment and supplies shall be used by the Recipient in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds.

10. Changes and Amendments

Changes may be made to the agreement in relation to the effective period of the agreement, the total amount of the agreement, budgetary categories associated with the funding of the agreement, and the work to be performed as defined in the work plan. Such changes shall be constructively made by way of a formal agreement amendment, which shall require written approval of the Executive Director of MDEQ prior to any such changes being made. Changes which affect the total amount of the agreement may also require prior approval by the Commission on Environmental Quality.

11. Recycled Paper

Recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to MDEQ.

12. Gratuities

A. If MDEQ finds, after a notice and hearing, that the Recipient or any of the Recipient's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any employee, official or agent of MDEQ, the state agency providing funds used in this agreement in an attempt to secure a agreement or favorable treatment in awarding, amending or making any determination related to the performance of this agreement, MDEQ may, by written notice to the Recipient, terminate this agreement. MDEQ may also pursue other rights and remedies that the law or this agreement provides. However, the existence of the facts on which MDEQ bases such findings shall be in issue and may be reviewed in proceedings under the Remedies clause of this agreement.

B. In the event this agreement is terminated as provided in paragraph A., MDEQ may pursue the same remedies against the Recipient as it could pursue in the event of a breach of the agreement by the Recipient, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount (as determined by MDEQ) which shall be not less than three nor more than ten times the costs the Recipient incurs in providing any such gratuities to such officer or employee.

13. Publication and Publicity

A. Recipient may publish results of its participation pursuant to this agreement after prior review by and consent by MDEQ's Project Manager provided that (1) such publications acknowledge that the program is supported by funds granted by MDEQ, and (2) that one (1) copy of the publication is furnished to MDEQ.

B. Recipient shall use its best efforts to ensure that any publicity received by the Recipient as a result of the work funded by this agreement shall acknowledge that the program is supported by funds granted by MDEQ.

14. Hold Harmless for Personnel Claims

To the extent permitted by Mississippi law, recipient agrees to indemnify, save and hold harmless the Mississippi Commission on Environmental Quality, MDEQ and the state of Mississippi, as well as their employees, from and against any and all losses, claims, debts, demands, damages, suits or actions at law, judgments, and costs, including attorney's fees, or expenses on the part of MDEQ or MDEQ's agents or employees arising out of or attributable to work performed under this agreement or the use of facilities or equipment provided to Recipient under the terms of this agreement.

15. Assurances

The Recipient certifies that:

A. It maintains the legal authority to apply for state assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-state share of project costs) to ensure proper planning, management and completion of the project described in the grant application.

B. It is not presently debarred, suspended, proposed for debarment, declared ineligible from participating in government projects; has not within a three year period preceding this application been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing public transactions; has not within a three year period preceding this proposal been convicted of violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; is not presently indicted or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and has not within a three year period preceding this application had one or more public transactions terminated for default.

C. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

D. It will comply with all applicable requirements or State and Federal laws, executive orders, regulations and policies governing this program.

E. The Recipient shall maintain current permits and approvals necessary from applicable regulatory agencies to carry out the project/program activities.

16. Enforcement

A. If a Recipient materially fails to comply with any term of an award, whether stated in Federal and State statute or regulation, an assurance, in a State plan or application, a notice of an award, or elsewhere, MDEQ may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withholding payments pending correction of the deficiency by the Recipient or more severe enforcement by MDEQ;

2. Disallow (that is deny both use of funds and matching credit for) all or part of the cost of the activity of action not in compliance;

3. Wholly or partly suspend or terminate the current award for the Recipient's program.

4. Withhold further awards for the program, or

5. Take other remedies that may be legally available.

B. In taking an enforcement action, MDEQ will provide the Recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Recipient is entitled under any statute or regulation applicable to the action involved.

C. Costs of Recipient resulting from obligations incurred by the Recipient during a suspension or after termination of an award are not allowable unless MDEQ expressly authorizes them in the notice of suspension or termination or subsequently. Other Recipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the Recipient before the effective date of suspension of termination, are not in anticipation of it, and in the case of a termination, are non-cancelable, and

2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

17. Termination for Convenience

This agreement may be terminated in whole or in part as follows:

A. By MDEQ with the consent of the Recipient in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of a partial termination, the portion to be terminated; or

B. By the Recipient upon written notification to MDEQ, setting forth the reasons for such termination, the effective date, and in the case of a partial termination, the portion to be terminated. However, if, in the case of a partial termination, MDEQ determines that the remaining portion of the award will not accomplish the purposes for which the award was made, MDEQ may terminate the award in its entirety under paragraph A. of this section.

18. Counterparts

This agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall be deemed to be one and the same agreement. A signed copy of this agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this agreement.

19. Remedies

Unless otherwise provided in this agreement, all claims, counter-claims, disputes and other matters in question between MDEQ and the Recipient arising out of, or relating to, this agreement or the breach of it will be decided in a court of competent jurisdiction within the State of Mississippi. Before pleading to the Mississippi judicial system at any level, the Recipient must exhaust all administrative remedies in effect on the date the agreement giving rise to the dispute was executed.

The State of Mississippi, acting by and through the Mississippi Department of Environmental Quality, hereby offers assistance/amendment to **CITY OF HATTIESBURG** for all approved costs incurred up to and not exceeding **$75,000.00** for the support of approved budget period effort described in application (including all application modifications) cited in this agreement for the **CITY OF HATTIESBURG/FORREST AND LAMAR COUNTY HOUSEHOLD HAZARDOUS WASTE DAY COLLECTION PROGRAM.**

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

_____ _____

Chris Wells
Executive Director

Date

CITY OF HATTIESBURG

_____ _____

Authorized Signature

Date

_____

Typed/Printed Name

_____

Title

ATTACHMENT A

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
ATTN: INVOICES
P. O. BOX 2369
JACKSON, MS 39225

REQUEST FOR PAYMENT

Name of Recipient _____ Grant Agreement No._____

Address _____ Person preparing report:_____

_____ Telephone number:_____

_____ Request period: From_____To_____

1. Amount of this payment request: $_____
2. Total amount of grant: $_____
3. Total prior payments approved: $_____
4. Total funds requested to date (*line 1 plus line 3*): $_____
5. Balance of grant funds remaining after this request (*line 2 minus line 4*) $_____

TO BE COMPLETED ONLY IF RECIPIENT IS PROVIDING FUNDS TO THE GRANT PROJECT.

6. Total funds to be contributed by recipient: $_____
7. Amount contributed by recipient to date: $_____
8. Balance to be contributed by recipient (*line 6 minus line 7*): $_____

I hereby certify that the amount requested is for reimbursement of allowable costs consistent with the terms of this agreement, that request for reimbursement of these costs has not previously been made, and that the amounts requested herein do not exceed budgeted amounts stipulated in the award.

NOTE: Please attach appropriate documentation that supports this payment request (for example, payroll records for Enforcement officer, billing records, volume of tires disposed, volume of solid wastes disposed, location of solid waste sites cleaned up.

_____
Signature of Authorized Official

_____
Typed Name and Title of Authorized Official

_____
Date

ATTACHMENT B

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

RELEASE OF CLAIMS

Agreement Number **SWC609**

WHEREAS, by the terms of the above-identified agreement entered into by the Mississippi Department of Environmental Quality and the Recipient, **CITY OF HATTIESBURG** it is provided that after completion of all work, and prior to final payment, the Recipient will furnish the Mississippi Department of Environmental Quality with a release of all claims;

NOW, THEREFORE, in consideration of the above premises and the payments by the Mississippi Department of Environmental Quality to the Recipient pursuant to the above referenced agreement, the sum of $_____, the Recipient hereby remises, releases, and forever discharges the Mississippi Department of Environmental Quality, its officers, agents, and employees, of and from all manner of debts, dues, liabilities, obligations, accounts, claims, and demands whatsoever, in law and equity, under or by virtue of the said agreement except:

CITY OF HATTIESBURG

_____

Authorized Signature

Memorandum

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

From: **Ann Jones, Chief Administrative Officer**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Approve agreement between City of Hattiesburg and Complete Environmental & Remediation Co., LLC; for the 2024 Household Hazardous Waste Event, Saturday, May 4, 2024, to provide labor and equipment to transport and dispose of all household hazardous waste collected from the event.**
File Number: 2024-111
Minute Book #

Summary
Approve agreement between City of Hattiesburg and Complete Environmental & Remediation Co., LLC; for the 2024 Household Hazardous Waste Event, Saturday, May 4, 2024, to provide labor and equipment to transport and dispose of all household hazardous waste collected from the event.

Recommendation Statement
I recommend that this item be added to the Council's agenda for consideration and approval.

Please place this on the April 16, 2024 City Council meeting for consideration.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR

THIS AGREEMENT is dated as of the 21 day of March in the year 2024 by and between the City of Hattiesburg, (hereinafter called OWNER) and Complete Environmental & Remediation Co, LLC (hereinafter called CONTRACTOR).

OWNER AND CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agrees as follows:

Article 1. WORK.

Contractor shall complete all work as or indicated in the Contract Documents. The work is generally described as follows:

Provide complete labor and equipment to transport and dispose of all household hazardous waste, collected from a County wide collection day on *MAY 4, 2024 from 8 am until 2 pm* at the Bobby Chain Airport and Lamar County Multi-Purpose Center.

Article 2. CONTRACT TIMES.

The work will be completed on day of event and ready for final payment within 60 days of completion.

Article 3. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined by agreed upon pricing.

3.1 For all unit price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quality of that item as indicated in this paragraph 3.1:

UNIT PRICE WORK

NO.	ITEM	UNIT	ACTUAL QUANTITY	UNIT PRICE	TOTAL QUANTITY

Article 4. INTEREST.

All moneys not paid when due as provided in Article 3 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 5. CONTRACTORS'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

5.1. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents including "technical data."

5-2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, and performance or furnishing of the work.

5.3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

5.4. CONTRACTOR is aware of general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.

Article 6. MISCELLANEOUS.

6.1. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

6.2. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

6.3. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

6.4. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall

continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by the ENGINEER on their behalf.

This Agreement will be effective on _____, 20____ (which is the Effective Date of the Agreement).

OWNER: _____

Signature: _____

Print: _____

Title: _____

Date: _____

CONTRACTOR: Complete Environmental & Remediation Co, LLC

Signature: _____

Print: Kevin Ivy

Title: Operations Manager

Date: March 21, 2024

2024 Right Way to Throw Away - Household Hazardous Waste Event Pricing

	Mobilization / Demobilization - Site Set Up	per event	$ -
	Labor - Project Leader & Seven Staff Members	per event	$ -
	Equipment	per event	$ -
	Supplies	per event	$ 2,200.00
	Waste Category	**Unit**	**Unit Price**
1	Aerosols	per pound	$ 2.22
2	Corrosives	per pound	$ 1.26
3	Oxidizers Solids	per pound	$ 3.60
4	Oxidizers Liquids	per pound	$ 1.95
5	Poisons - Pesticides/Fertilizers	per pound	$ 1.40
6	Flammable Solids - Loosepack	per cubic yard bag	$330.00
7	Flammable Liquids - Bulk	per pound	$ 0.38
8	Used Oil - Bulk	per gallon	$ 0.25
9	Batteries - NiCad/Lithium/Alkaline	per pound	$ 1.32
10	Mercury (thermostats, thermometers, & elemental)	per pound	$ 5.15
11	Fluorescent Bulbs	per linear foot	$ 0.49
12	Compact Bulbs	per pound	$ 1.90
13	Miscellaneous	per pound	$ 5.50
14	25 YD Roll Off Box - Paint	each	$ 6,750.00
15	Helium Tanks	each	$ 18.00
16	Freon Tanks	each	$40.00
17	Cylinders - Propane (BBQ Style)	each	$ 5.00
18	E-waste (electronic waste)	per pound	$ 0.36
19	Non-PCB Ballasts and Capacitors	per pound	$ 0.96
20	Fuel Surcharge - Rate Set at Time of Event	%	TBD
21	Fire Extinguishers	per pound	$ 5.50

*Loosepack refers to many of liked kind containers packaged into one larger container for shipping

*Bulk refers to paint or other liquids of liked kind being poured from their original container into a drum for shipping

*Hazardous (oil based) & Non Hazardous (latex paint) will not be segregated. All paint will be packaged together

ENERGY RECOVERY FEE

Due to the continuous rise in fuel cost, Complete Environmental is currently imposing an Energy Recovery Fee that is based on monthly average diesel prices from the United States Department of Energy. This fee will be applied to the entire invoice and will be a separate line item.

The charge for energy costs will be set on the first Wednesday of the month based on data from the US Department of Energy. The charge will be based on diesel prices on the date that the job was done. The energy fee will be determined from the following table:

Diesel Price Range	Energy Recovery Fee
2.31-2.40	8%
2.41-2.50	8.5%
2.51-2.60	9%
2.61-2.70	9.5%
2.71-2.80	10%
2.81-2.90	10.5%
2.91-3.00	11%
3.01-3.10	11.5%
3.11-3.20	12%
3.21-3.30	12.5%
3.31-3.40	13%
3.41-3.50	13.5%
3.51-3.60	14%
3.61-3.70	14.5%
3.71-3.80	15%
3.81-3.90	15.5%
3.91-4.00	16%
4.01-4.10	16.5%
4.11-4.20	17%
4.21-4.30	17.5%
4.31-4.40	18%
4.41-4.50	18.5%
4.51-4.60	19%
4.61-4.70	19.5%
4.71-4.80	20%
4.81-4.90	20.5%
4.91-5.00	21%
5.01-5.10	21.5%
5.11-5.20	22%
5.21-5.30	22.5%
5.31-5.40	23%
5.41-5.50	23.5%
5.51-5.60	24%
5.61-5.70	24.5%
5.71-5.80	25%
5.81-5.90	25.5%
5.91-6.00	26%

Memorandum

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

From:

cc:

Date: **Tuesday, April 16, 2024**

Re: **Approve Maintenance Agreement with Business Information Systems, Inc., for DCR, digital recording system in the Council Chambers at an annual rate of $925.00 and authorize the Mayor to execute the same.**
File Number: 2024-109
Minute Book #

Summary

Recommendation Statement

Please place this on the April 16, 2024 City Council meeting for consideration.

BUSINESS INFORMATION SYSTEMS, INC.
1350 NE 56th Street Suite 300
Fort Lauderdale, FL 33334
800-834-7674
AP@bisdigital.com
www.bisdigital.com

Maintenance Agreement

BILL TO
City of Hattiesburg
Attn.: Ronda Kennedy
P.O. Box 1898
Hattiesburg, MS 39403

DATE 06/01/2024 TERMS Due on receipt

SHIP VIA	TRACKING NO.	START DATE	END DATE
MNT	HAT900/M-50026991	06/01/2024	05/31/2025

QTY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	**MNT-R-DCR-R**	#25-06-A-71007/M-50026991 Remote Support Renewal Contract BIS Digital Recording System. (On-Site Support & Hardware Replacements Not Included)	500.00	500.00
1	**DCR SAS**	Annual DCR Software Assurance (SAS). Coincides with Maintenance Contract.	425.00	425.00

TOTAL DUE **$925.00**

_____ _____
Mayor, City of Hattiesburg, MS **Date**

_____ _____
Witness **Date**

Memorandum

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

From: **Ann Jones, Chief Administrative Officer**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Approve a Sponsorship Agreement between the City of Hattiesburg and JTR Productions, INC for advertisement sponsorship, in accordance with Mississippi 17-3-1, for an amount not to exceed $7,500.00 and authorize manual check for the same.**
File Number: 2024-1148
Minute Book #

Summary
Approve a Sponsorship Agreement between the City of Hattiesburg and JTR Productions, INC for advertisement sponsorship, in accordance with Mississippi 17-3-1, for an amount not to exceed $7,500.00 and authorize manual check for the same.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

Memorandum

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

From: **Ann Jones, Chief Administrative Officer**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Approve Engagement of Local Impact Analytics in the submission of the Chain Municipal Airport Terminal Expansion Project-DCIP grant, as per attached scope.**
File Number: 2024-58
Minute Book #

Summary
Approve Engagement of Local Impact Analytics in the submission of the Chain Municipal Airport Terminal Expansion Project-DCIP grant, as per attached scope.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

LOCAL IMPACT ANALYTICS

3414 W Adeline Street
Hattiesburg, MS 39402
April 1, 2024

Exhibit A:

Grant Writing Scope of Work for the City of Hattiesburg - Bobby Chain Municipal Airport Terminal Expansion Project – DCIP FF24

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

Local Impact Analytics shall prepare the necessary application to the U.S. Department of Transportation for project funding assistance pursuant to criteria established in the Notice of Funding Opportunity (NOFO) for the Defense Communities Infrastructure Program (DCIP) grant program for FY24.

Local Impact Analytics shall complete the following tasks as part of this grant application for DCIP FY24:

TASK 1. PROJECT MANAGEMENT AND COORDINATION

This task includes project management, administrative, and coordination activities for the Project. Local Impact Analytics shall facilitate meetings and/or interviews with project stakeholders as required to complete the analysis and prepare the proposed grant applications. Local Impact Analytics shall prepare and distribute notes from any formal meetings by request.

Task 1 Deliverables: Meeting agendas and notes if applicable.

TASK 2. DEVELOP PROJECT NARRATIVE

This task shall include research, project definition, coordination with key project stakeholders, finalization of project narratives, and benefit-cost analysis for the proposed project. The deliverables prepared under this task shall meet the format and content criteria established for each individual Grant Program as appropriate.

TASK 2.1 – Conduct research and gather supporting data.

Local Impact Analytics shall review available and pertinent information related to each individual Grant Program and the proposed project – e.g., grant application criteria, project reports, feasibility studies, engineering plans. Potential discussions with U.S. DOT officials, US and AL Legislative officials and local stakeholders to determine emphasis areas for each individual Grant Program shall be included in the task.

TASK 2.2 – Coordinate Project Partners to Define Project Scope of Work, Budget, and Schedule.

Local Impact Analytics shall collaborate with the Client and Project Team to confirm the scope, goals, budget, and schedule of the project. Information for each application shall be agreed upon by all relevant parties before the submission of a grant application.

TASK 2.3 – Confirm project's adherence to individual Grant Program criteria.

Local Impact Analytics shall screen the proposed project against the individual Grant Program's criteria, considering such factors as project readiness, funding sources, and long-term outcomes. Based on this review, Local Impact Analytics shall develop a descriptive narrative to demonstrate the project's alignment with the criteria.

TASK 2.4 – Assist with obtaining letters of support for the project.

Local Impact Analytics shall assist with efforts to solicit and obtain endorsement letters from key public officials and potential private partners with a stake in the project's implementation and success as requested. These letters shall be included with the grant application.

TASK 2.5 – Develop supporting graphics, figures and tables.

Local Impact Analytics shall develop any necessary graphics, figures and tables as required to clearly communicate and effectively summarize the important details of the proposed project. Based on the findings from Task 2.1, additional graphical information shall be developed as needed.

TASK 2.6 – Layout, Format and QA/QC the Project Narrative document.

Based on information developed in the preceding subtasks, Local Impact Analytics shall prepare a single coherent Project Narrative document meeting the requirements for each individual Grant Program application as necessary.

TASK 3. FINALIZE AND SUBMIT GRANT APPLICATION DOCUMENTS

TASK 3.1 – Compile draft application package including SF-424, Project Narrative & appendices.

Local Impact Analytics shall assemble a draft grant application package, including the Application for Federal Assistance (SF-424) 4040-0004, Project Narrative, benefit/cost analysis documentation, endorsement letters from public and private partners, and other supporting documents.

TASK 3.2 – Coordinate final application review and submittal via GRANTS.GOV.

Local Impact Analytics shall submit the draft final application package for review by all relevant project partners. After addressing all comments, Local Impact Analytics shall submit the final application package through the GRANTS.GOV website in accordance with the deadlines for each individual grant program.

Task 4 Deliverables: Draft application submittal final assembly and submittal assistance of the complete final grant application package.

LOCAL IMPACT ANALYTICS

3414 W Adeline Street
Hattiesburg, MS 39402
April 1, 2024

Exhibit B:

Proposed Fee Structure for Grant Writing Services

The cost for an initial grant application for this Grant Application (including all services contained in Exhibit A) shall be $6,000 for their involvement in the Bobby Chain Municipal Airport Terminal Expansion project. Invoicing shall be submitted within five (5) days after the project is considered complete by all parties or the DCIP program's future application submission deadline, whichever comes earliest. Payment of this invoice shall be due within 30-days of transmitting the invoice to the client.

Memorandum

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

From: **Ann Jones, Chief Administrative Officer**

cc: **Ann Jones, Chief Administrative Officer**

Date: **Tuesday, April 16, 2024**

Re: **Approve Engagement of Local Impact Analytics in the submission of the CRISI FY23-24 grant, as per attached scope.**
File Number: 2024-34
Minute Book #

Summary
Approve Engagement of Local Impact Analytics in the submission of the CRISI FY23-24 grant, as per attached scope.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

LOCAL IMPACT ANALYTICS

3414 W Adeline Street
Hattiesburg, MS 39402
April 1st, 2024

Exhibit B:
Grant Writing Scope of Work – City of Hattiesburg
CRISI FY23-FY24

SPECIFIC SCOPE OF WORK FOR THIS WORK ASSIGNMENT OR PHASE

Local Impact Analytics shall prepare the necessary application to the U.S. Department of Transportation for project funding assistance pursuant to criteria established in the combined Notice of Funding Opportunity (NOFO) for the Consolidated Railroad Infrastructure and Safety Improvements (CRISI) grant for FY23 & FY24.

Local Impact Analytics shall complete the following tasks to update and expand the project's previous CRISI FY24 application:

TASK 1. PROJECT MANAGEMENT AND COORDINATION

This task includes project management, administrative, and coordination activities for the Project. Local Impact Analytics shall facilitate meetings and/or interviews with project stakeholders as required to complete the analysis and prepare the proposed grant applications. Local Impact Analytics shall prepare and distribute notes from any formal meetings by request.

Task 1 Deliverables: Meeting agendas and notes if applicable.

TASK 2. DEVELOP PROJECT NARRATIVE

This task shall include research, project definition, coordination with key project stakeholders, finalization of project narratives, and benefit-cost analysis for the proposed project. The deliverables prepared under this task shall meet the format and content criteria established for each individual Grant Program as appropriate.

TASK 2.1 – Conduct research and gather supporting data.

Local Impact Analytics shall review available and pertinent information related to each individual Grant Program and the proposed project – e.g., grant application criteria, project reports, feasibility studies, engineering plans. Potential discussions with U.S. DOT officials, US and MS Legislative officials and local stakeholders to determine emphasis areas for each individual Grant Program shall be included in the task.

TASK 2.2 – Coordinate Project Partners to Define Project Scope of Work, Budget, and Schedule.

Local Impact Analytics shall collaborate with the Client and Project Team to confirm the scope, goals, budget, and schedule of the project. Information for each application shall be agreed upon by all relevant parties before the submission of a grant application.

TASK 2.3 – Confirm project's adherence to individual Grant Program criteria.

Local Impact Analytics shall screen the proposed project against the individual Grant Program's criteria, considering such factors as project readiness, funding sources, and long-term outcomes. Based on this review, Local Impact Analytics shall develop a descriptive narrative to demonstrate the project's alignment with the criteria.

TASK 2.4 – Assist with obtaining letters of support for the project.

Local Impact Analytics shall assist with efforts to solicit and obtain endorsement letters from key public officials and potential private partners with a stake in the project's implementation and success as requested. These letters shall be included with the grant application.

TASK 2.5 – Develop supporting graphics, figures and tables.

Local Impact Analytics shall develop any necessary graphics, figures and tables as required to clearly communicate and effectively summarize the important details of the proposed project. Based on the findings from Task 2.1, additional graphical information shall be developed as needed.

TASK 2.6 – Layout, Format and QA/QC the Project Narrative document.

Based on information developed in the preceding subtasks, Local Impact Analytics shall prepare a single coherent Project Narrative document meeting the requirements for each individual Grant Program application as necessary.

TASK 3. DEVELOP BENEFIT-COST ANALYSIS

This task shall include the benefit-cost analysis for the proposed project. The deliverables prepared under this task shall meet the format and content criteria for each individual Grant Program as appropriate.

TASK 3.1 – Organize project economic/financial data to prepare benefit-cost analysis (BCA).

Local Impact Analytics shall organize the information obtained in the preceding subtasks as needed to provide an analysis of monetized benefits and costs over the project's life cycle, both "with" and "without" the project. This effort shall involve a comparison of upfront project costs versus expected benefits such as traveltime savings, fuel savings, environmental benefits, safety benefits, reduced maintenance cost and other benefit types as outlined in the Benefit-Cost Analysis Guidance for Discretionary Grant Programs from the U.S. DOT. Local Impact Analytics shall provide the required information regarding the BCA for the application narrative, technical appendix, and BCA Excel Workbook. Using the findings from the BCA, Local Impact Analytics shall estimate the associated economic impacts of the project to include in the application narrative.

Task 3 Deliverables: Benefit-Cost Analysis and other supporting information.

TASK 4. FINALIZE AND SUBMIT GRANT APPLICATION DOCUMENTS

TASK 4.1 – Compile draft application package including SF-424, Project Narrative & appendices.

Local Impact Analytics shall assemble a draft grant application package, including the Application for Federal Assistance (SF-424) 4040-0004, Project Narrative, benefit/cost analysis documentation, endorsement letters from public and private partners, and other supporting documents.

TASK 4.2 – Coordinate final application review and submittal via GRANTS.GOV.

Local Impact Analytics shall submit the draft final application package for review by all relevant project partners. After addressing all comments, Local Impact Analytics shall submit the final application package through the GRANTS.GOV website in accordance with the deadlines for each individual grant program.

Task 4 Deliverables: Draft application assembly and submittal assistance of the finalized applicationpackage.

LOCAL IMPACT ANALYTICS

3414 W Adeline Street
Hattiesburg, MS 39402
April 1st, 2024

Exhibit B:

Proposed Fee Structure for Grant Writing Services

The cost for the scope of work described in Exhibit A shall be determined based on the hours of work required to complete the tasks described above within said exhibit. The estimated hours necessary to complete this work is 147 hours at a billable rate of $150.00 an hour for a maximum cost of $22,050. Local Impact Analytics shall not exceed 147 billable hours in completing the tasks outlined in Exhibit A, unless mutually agreed upon in writing by both parties. Local Impact Analytics shall track the hourly efforts committed to this project within a calendar month and invoice the City of Hattiesburg for those hours by the fifth (5th) business day of the following month. Payment of these invoices shall be due within 30-days of transmitting said invoice.

Memorandum

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

From:

cc:

Date: **Tuesday, April 16, 2024**

Re: **Approve and authorize the Hattiesburg Police Department to apply for the Firehouse Subs Public Safety Foundation Grant in the amount of $20,000.00 to fund the purchase of an all-terrain vehicle.**
File Number: 2024-69
Minute Book #

Summary

Recommendation Statement

Please place this on the April 16, 2024 City Council meeting for consideration.

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

April 04, 2024

To Hattiesburg City Council:

RE: Firehouse Subs Grant Abstract

The Hattiesburg Police Department's Mobile is asking for funding to purchase a 2024 Kawasaki Mule side by side through funds provided by a grant from Firehouse Subs. This vehicle will be used to navigate through and provide rapid response to off-road incidents or natural disasters. Additionally, this vehicle can be used at large events to assist in evacuating injured citizens or deliver aid rapidly to remote locations.

Very Respectfully,

Lieutenant Neal Rockhold
Fleet Manager

CITY OF HATTIESBURG

HATTIESBURG POLICE DEPARTMENT

COVER SHEET

DATE: 04APR2024

TO: Pro Flow Motorsports

PHONE: 601-319-8303

EMAIL: matt.michel1988@gmail.com

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

DO NOT HESITATE TO CALL Sylvester London AT 601-545-4912 IF YOU HAVE ANY QUESTIONS.

THANK YOU,

LT. NEAL ROCKHOLD

FLEET MANAGER

601-554-3746

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. ALL BIDS MUST HAVE PRICE, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PRIVED CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS.

Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by the Department that requested the quote.

BIDS MAY BE MAILED TO: City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898

OR FAXED TO THE PURCHASING DEPARTMENT AT 601-545-6661

OR EMAILED TO TWOQUOTE@HATTIESBURGMS.COM

OR EMAILED TO (SLONDON@HATTIESBURGMS.COM)

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

Purchasing Department
City of Hattiesburg

BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER THAN 5:00 P.M. ON

05APR2024

CONTACT PERSON(S): Sylvester London AT 601-545-4512

OR

Lt. Neal Rockhold AT 601-506-4988

PRO FLOW MOTORSPORTS

1721 Old Amy Road
Laurel MS 39440
601-425-2484

HATTIESBURG POLICE DEPARTMENT

Buyer's Order

Date 04/04/2024
Deal No. 4014060
Salesperson Matt Michel
Lienholder no lien holder

+

H 601-554-3746 W C 601-554-3746 Email NROCKHOLD@HATTIESBURGMS.COM

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2024	KAWASAKI	KAT1000DRFNN	JKAATCD17RB502628	K-02628	$19,840.00

Options:

Dealer Unit Price	$19,840.00
Factory Options	$0.00
Added Accessories	$0.00
Freight	$0.00
Dealer Prep	$0.00
MS Trauma Care Fee	$50.00
Title Fee- Units	$10.00

Notes:

RECEIVED
APR 4 2024
AWARDED

Trade Information

Cash Price	$19,900.00
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$19,900.00
Sales Tax	$0.00
Title/License/Registration Fees	$0.00
Document or Administration Fees	$100.00
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$100.00
Sub Total (Net Sale + Other Charges)	$20,000.00
Cash Down Payment	$0.00
Amount to Pay/Finance	$20,000.00

Monthly Payment of $20,000.00 **For** 1 **Months at** 0.00% **Interest**

Exp Date 4/30/2

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

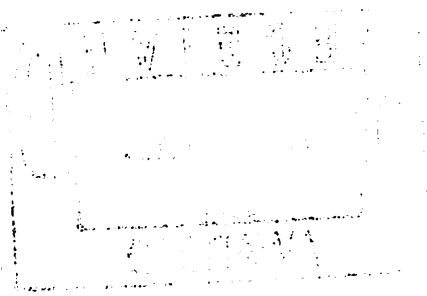
Customer Signature _____ Dealer Signature Matthew Michel 4/4/2024

Thank You for Your Business!

Unit is in stock! [redacted] Mule Can Be Delivered Once a PO # is given! Thanks!

SPECIFICATIONS

- One (1) 2024, white in color, Kawasaki ranch platinum PROFXT 1000cc side by side



Hattiesburg Cycles

6412 U.S. HIGHWAY 49
Hattiesburg MS 39401
(601) 582-8611

Buyer's Order

Date 04/04/2024
Order No. 99240670
Salesman CHANDLER HENDRY

CITY OF HATTIESBURG

P.O.BOX1898
HATTIESBURG MS 39402
H 6015454650 W 601-584-4895 C

I hereby agree to purchase the following unit(s) from you under the terms and conditions specified. Delivery is to be made as soon as possible. It is agreed, however, that neither you nor the manufacturer will be liable for failure to make delivery.

Unit Information

New/U	Year	Make	Model	Serial No.	Stock No.	Price (Incl factory options)
New	2024	KAWASAKI	KAT1000DRFNN	JKAATCD1XRB501800	K01800	$17,344.80

Options:

Notes:

A DOCUMENT/SERVICE FEE IS NOT AN OFFICIAL FEE AND IS NOT REQUIRED BY LAW. HOWEVER, IT MAY BE CHARGED TO A BUYER/LESSEE FOR THE PREPARATION, HANDLING AND PROCESSING OF DOCUMENTS AND THE PERFORMING OF SERVICES RELATED TO THE SALE OR LEASE AND MAY INCLUDE DEALER PROFIT. THIS NOTICE IS REQUIRED BY REGULATION OF THE MISSISSIPPI MOTOR VEHICLE COMMISSION.

Subscribed and sworn to before me in my presence, this _____ day of _____ 20_____, a Notary Public in and for the County of _____ State of _____

My Commission expires _____, 20_____

Trade Information

Manufacturer Retail Price	$21,899.00
Less Dealer Discount	$4,554.20
Dealer Unit Price	$17,344.80
Factory Options	$0.00
Added Accessories	$0.00
Freight	$1,674.00
Dealer Prep / Rigging Fee	$734.00
Assembly / PDI	$0.00
(not used)	$0.00
Title	$10.00
Trauma Tax	$50.00
(not used)	$0.00
(not used)	$0.00
Service Contract	$0.00
Property / Liability	$0.00
Tire &Wheel	$0.00
Wear Care	$0.00
Riders Advantage	$0.00
Power Care	$0.00
Theft	$0.00
GAP Insurance	$0.00
	$0.00
Cash Price	$19,812.80
Trade Allowance	$0.00
Payoff	$0.00
Net Trade	$0.00
Net Sale (Cash Price - Net Trade)	$19,812.80
Sales Tax	$0.00
Title/License/Registration Fees	$0.00
Document Fees	$424.20
Credit Life Insurance	$0.00
Accident & Disability	$0.00
Total Other Charges	$424.20
Sub Total (Net Sale + Other Charges)	$20,237.00
Cash Down Payment	$0.00
Amount to Pay/Finance	$20,237.00

15.90%

NOTICE TO BUYER: (1) Do not sign this agreement before you read it or if it contains any blank spaces to be filled in. (2) You are entitled to a completely filled in copy of this agreement. (3) If you default in the performance of your obligations under this agreement, the vehicle may be repossessed and you may be subject to suit and liability for the unpaid indebtedness evidenced by this agreement.

TRADE-IN NOTICE: Customer respresents that all trade in units described above are free of all liens and encumbrances except as noted.

*With Approved Credit. Interest rates and monthly payment are approximate and may vary from those determined by the lendor.

Dealer Signature _____

Thank You for Your Business!

Hattiesburg Police Department Firehouse Subs Grant

Program Budget

Expense	Cost per Unit	Quantity	Total Cost	Proposed Funding Source
2024 Kawasaki Mule Ranch Platinum PROFXT 1000	$20,000.00	1	$20,000.00	Firehouse Subs
Total Requested			$20,000.00	

Budget Narrative

The extra expense to the Hattiesburg Police Department will be the purchase of one 2024 Kawasaki Mule side by side all terrain vehicle. This vehicle will be used to navigate through and provide rapid response to off-road incidents or natural disasters. Additionally, this vehicle can be used at large events to assist in evacuating injured citizens or deliver aid rapidly to remote locations.

Memorandum

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

From: **Neal Rockhold , Lieutenant**

cc: **Hardy Sims, Chief of Police**

Date: **Tuesday, April 16, 2024**

Re: **Approve and declare the purchase of Stalker Radar Systems for the Hattiesburg Police Department from Applied Concepts Inc. as a sole source purchase as provided for in Section 31-7-13(viii), of the Mississippi Code of 1972, based on information in the attached letters.**
File Number: 2024-22
Minute Book #

Summary
Sole Source purchase of Stalker Radar equipment.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Hardy Sims, Chief of Police

April 01, 2024

Department of Finance
City of Hattiesburg Mayor and City Council

RE: Stalker radar equipment for new patrol vehicles

Our Police Department is requesting the purchase of Stalker DSR radar equipment for the seven (7) Dodge Chargers purchased in 2024. This system has been used in all of our Hattiesburg Police patrol vehicles. This system is compatible with our Watch Guard camera system.

Other companies make radar systems, however; only Stalker DSR antennas process return signals digitally, improving range and accuracy. This system also provides voice verification of for which antenna is being used. Stalker Radar are made in the USA and are in full compliance with the Buy American Act.

Please consider this a sole source request as no comparative or competitive quotations can be obtained. Stalker Radar is the sole manufacturer and exclusive distributor of this product.

Sincerely,

Hardy Sims
Chief of Police

(601) 545-4903 HATTIESBURG POLICE DEPARTMENT FAX (601) 545-4952
701 JAMES STREET• HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR * C.S.

STALKER radar
applied concepts, inc.

QUOTE #2081878

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Brooke Journet, +1-469-656-8011, brookej@stalkerradar.com
Reg Sales Mgr: Debbie Aull, +1-214-551-5538, aull@stalkerradar.com

Date: 12/11/23

Effective From : 12/08/2023 **Valid Through:** 12/29/2023 Lead Time: 35 working days

Bill To:	**Customer ID:** 106949	**Ship To:**	*FedEx Ground*
City of Hattiesburg PO Box 1898 Hattiesburg, MS 39403-1898	Accounts Payable	Hattiesburg Police Dept #1 Government Plaza Hattiesburg, MS 39401	Lieutenant Neal Rockhold

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	6	806-0022-00	DSR 2 Antenna Radar	36	$2,495.00	$14,970.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	6	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB		$0.00
2	6	200-1000-40	DSR Modular Display		$0.00
3	12	200-1468-00*	Dual DSR Ka Antenna		$0.00
4	6	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		$0.00
5	6	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
6	6	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
7	6	200-0243-00	Counting/Display Tall Mount		$0.00
8	6	200-0886-00	Antenna Glass Suction Cup Mount	$88.20	$529.20
9	6	200-0245-00	Antenna Tall Deck Mount		$0.00
10	6	200-0648-00	Display Sun Shield		$0.00
11	6	155-2591-08	8 Foot Antenna Cable, IP67		$0.00
12	6	155-2591-20	20 Foot Antenna Cable, IP67		$0.00
13	6	200-0622-00	VSS Cable Kit		$0.00
14	6	200-0821-00	DSR Documentation Kit		$0.00
15	6	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
16	6	060-1000-36	36 Month Warranty		$0.00
33	6	155-2211-00	Remote Display Interconnect Cable, 10'	$80.10	$480.60
				Group Total	$15,979.80

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1	806-0022-00	DSR 2 Antenna Radar	36		$0.00

Ln	Qty	Part Number	Description	Price	Ext Price
17	1	200-0999-40	DSR Enhanced Counting Unit, 1.5 PCB		$0.00
18	1	200-1000-40	DSR Modular Display		$0.00
19	2	200-1468-00*	Dual DSR Ka Antenna		$0.00
20	1	200-0921-00	DSR Ergonomic Remote Control w/Screw Latch		$0.00
21	1	200-0769-00	25 MPH/40 KPH KA Tuning Fork		$0.00
22	1	200-0770-00	40 MPH/64 KPH KA Tuning Fork		$0.00
23	1	200-0243-00	Counting/Display Tall Mount		$0.00
24	1	200-0886-00	Antenna Glass Suction Cup Mount	$88.20	$88.20
25	1	200-0245-00	Antenna Tall Deck Mount		$0.00

** Continued on Next Page **

STALKER radar
applied concepts, inc.

QUOTE #2081878

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Brooke Journet, +1-469-656-8011, brookej@stalkerradar.com
Reg Sales Mgr: Debbie Aull, +1-214-551-5538, aull@stalkerradar.com

Date: 12/11/23

Effective From : 12/08/2023 **Valid Through:** 12/29/2023 Lead Time: 35 working days

Bill To:	**Customer ID:** 106949	**Ship To:**	*FedEx Ground*
City of Hattiesburg PO Box 1898 Hattiesburg, MS 39403-1898	Accounts Payable	Hattiesburg Police Dept #1 Government Plaza Hattiesburg, MS 39401	Lieutenant Neal Rockhold

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
2	1	806-0022-00	DSR 2 Antenna Radar	36		$0.00

Ln	Qty	Part Number	Description	Price	Ext Price
26	1	200-0648-00	Display Sun Shield		$0.00
27	1	155-2591-08	8 Foot Antenna Cable, IP67		$0.00
28	1	155-2591-20	20 Foot Antenna Cable, IP67		$0.00
29	1	200-0622-00	VSS Cable Kit		$0.00
30	1	200-0821-00	DSR Documentation Kit		$0.00
31	1	035-0361-00	Shipping Container, Dash Mounted Radar		$0.00
32	1	060-1000-36	36 Month Warranty		$0.00
34	1	155-2211-00	Remote Display Interconnect Cable, 10'	$80.10	$80.10
35	1	005-8038-00	2023 Promo Pricing - Buy 4 DSR get 1 Free		$0.00
				Group Total	$168.30

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
3	1		Accessories	0	$0.00	$0.00

Ln	Qty	Part Number	Description	Price	Ext Price
36	2	200-0886-00	Antenna Glass Suction Cup Mount	$88.20	$176.40
				Group Total	$176.40

22222 22223 22224
22225 22226 22227
22228

Product	$16,324.50	Sub-Total:	$16,324.50
Discount	$0.00	Sales Tax 0%	$0.00
		Shipping & Handling:	$157.50
		Total: USD	**$16,482.00**

Payment Terms: Net 30 days

001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.

Sole Source for STALKER DSR Radar System

This is to confirm and verify that Applied Concepts, Inc., 855 E. Collins, Richardson, TX 75081 is the sole source manufacturer of the **STALKER DSR Radar System**. There is no other radar being manufactured that meets the specifications below:

- **Only Stalker's DSR antennas process return signals *digitally*.** The signal that goes to the Counting Unit is a clean *digital signal* which helps to eliminate RF interference. Digital antennas also improve a radar's range beyond 1 mile. (*This patented technology makes Stalker Radar the most accurate and dependable radar system on the market.*)
- When a target is locked, voice verification alerts the operator which antenna is in use, the radar's mode, and the direction the vehicle is traveling.
- All Stalker Radar products are made in the USA and are in full compliance with the Buy American Act.
- Applied Concepts, Inc was awarded an ISO 9001:2015 Certificate of Registration for design, manufacture and service of speed measurement products. This is unique in our market segment.

The **STALKER DSR Radar System** can only be purchased directly from Applied Concepts, Inc. or through one of our Regional Sales Managers.

Respectfully Submitted,

Jan Achilles
Sales Administrator

applied concepts, inc.
StalkerRadar.com | Registered to ISO 9001:2015
855 East Collins Boulevard | Richardson, Texas 75081 | 972.398.3780 | 1-800-STALKER | Fax: 972.398.3781

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Ratify and confirm the Mayor's re-appointment of Eddie Holloway to the Hattiesburg Public School Board for a term effective March 1, 2024, and ending February 28, 2029.**
File Number: 2024-115
Minute Book #

Summary
Re-appointment of Eddie Holloway to the Hattiesburg Public School Board for a 5-year term.

Recommendation Statement
irecommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

Memorandum

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

From: **Hunter White, Deputy Director**

cc: **Marybeth Bergin, Director of Transportation and Engineering**

Date: **Tuesday, April 16, 2024**

Re: **Adopt Resolution determining waiver valuation and just compensation for certain real property with low fair market value to be acquired in connection with the COMSWIP Sewer Improvements – Phase IX Project.**
File Number: 2024-116
Minute Book #

Summary
COMSWIP Sewer Improvements – Phase IX Project - Waiver valuation and just compensation for real property.

Recommendation Statement
I recommend adoption of the Resolution.

Please place this on the April 16, 2024 City Council meeting for consideration.

RESOLUTION DETERMINING WAIVER VALUATION AND JUST COMPENSATION FOR CERTAIN REAL PROPERTY WITH LOW FAIR MARKET VALUE TO BE ACQUIRED IN CONNECTION WITH THE COMSWIP SEWER IMPROVEMENTS – PHASE IX PROJECT.

WHEREAS, previous action of the Council of the City of Hattiesburg as recorded in its minutes has authorized the City to undertake the COMSWIP Sewer Improvements - Phase IX Project; and,

WHEREAS, pursuant to the provisions of Mississippi Code Section 43-37-3(b), the Council is authorized to determine a waiver valuation for any real property with low fair market value comprising the necessary right of way for the project;

WHEREAS, the Forrest County Tax Assessor has recently assessed the true value of the indexed real parcel encompassing the required right of way for the project to be $14,965 per acre when adjusted for applicable Mississippi Department of Revenue guidelines;

WHEREAS, the Council finds and determines that the assessment in question forms an appropriate basis for calculating a waiver valuation for the real property comprising the required right of way; and,

WHEREAS, this Council accordingly finds and determines a waiver valuation of the 2,500 square feet of real property required as right of way for the above referenced project to be $1,188.75, and establishes said amount as just compensation for same.

BE IT, THEREFORE, RESOLVED BY THE COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, as follows:

a. that the waiver valuation for that certain real property with low fair market value comprising the necessary right of way for the COMSWIP Sewer Improvements - Phase IX Project is hereby determined to be $1,188.75 for the reasons set forth above and incorporated herein by reference;

b. that said amount is hereby established as just compensation for said real property;

c. that the City Attorney or his designee is hereby authorized to offer said amount in just compensation for fee simple title to said property to the lawful owner of same;

d. that the City Attorney or his designee is hereby authorized to offer an additional administrative settlement in the amount of $1,160.00 for fee simple title to said property, which

amount represents the actual cost to the City of initiating eminent domain proceedings to acquire same.

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, this the 16th day of April, 2024.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Memorandum

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

From: **Hunter White, Deputy Director**

cc: **Marybeth Bergin, Director of Transportation and Engineering**

Date: **Tuesday, April 16, 2024**

Re: **Adopt Resolution Authorizing City Attorney to initiate eminent domain proceedings to acquire certain real property requires in connection with NRCS EWPP Project No. 5306.**
File Number: 2024-117
Minute Book #

Summary
Eminent domain authorization for real property in connection with NRCS EWPP Project No. 5306.

Recommendation Statement
I recommend adoption of the Resolution.

Please place this on the April 16, 2024 City Council meeting for consideration.

RESOLUTION AUTHORIZING CITY ATTORNEY TO INITIATE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE CERTAIN REAL PROPERTY REQUIRED IN CONNECTION WITH EWPP PROJECT NO. 5306

WHEREAS, previous action of the Council of the City of Hattiesburg as recorded in its minutes has authorized the City to undertake Emergency Watershed Protection Program (EWPP) Project No. 5306 with financial assistance from the Natural Resources Conservation Service;

WHEREAS, pursuant to the provisions of Mississippi Code Sections 11-27-1, et seq., and 11-27-81, et seq., the City is authorized to acquire necessary rights of way, easements, and related interests to facilitate such projects via eminent domain, including special eminent domain proceedings involving the right to immediate possession;

WHEREAS, title examination of one or more real properties encompassing the rights of way, easements, and related interests required in connection with the Elaine Circle portion of the project indicate overlapping claims by multiple parties requiring clarification by a court of competent jurisdiction prior to acquisition by the City;

WHEREAS, preservation of those parties' overlapping interests and conservation of taxpayer resources will all be best served by acquiring the real property, easements, and related interests required for the project via eminent domain; and,

WHEREAS, compliance with project deadlines established by previous actions of the Council and mitigation of repetitive flooding associated with the involved watershed will likewise be best served by acquiring said real property, easements, and related interests via special eminent domain proceedings involving the right of immediate possession.

BE IT, THEREFORE, RESOLVED BY THE COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, that the City Attorney or his designee is hereby authorized to initiate eminent domain proceedings, including special eminent domain proceedings involving the right of immediate possession, on behalf of the City to facilitate acquisition of the real property, easements, and related interests comprising the necessary rights of way for the Elaine Circle portion of EWPP Project No. 5306.

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, this the 16th day of April, 2024.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of April, 2024.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc: **Ronnie Perkins, Director of Public Works**

Date: **Tuesday, April 16, 2024**

Re: **Acknowledge bids received on March 28, 2024, for Ditch and Herbicide Spraying and accept the bid of Chem Pro Services.**
File Number: 2024-108
Minute Book #

Summary
Accepting the bid from Chem Pro Services for Ditch and Herbicide Spraying.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 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*

April 8, 2024

Mr. Kermis Eaton
City of Hattiesburg
City Clerk/Tax Division

Mr. Eaton,
I would like to recommend that the Public Works Division accept the bid from ChemPro Herbicide for the spraying of all the city waterways and ditches. This department accepted the lowest bid from ChemPro and because we have used their services, feel confident in the professional services that we will receive. ChemPro has a ready knowledge of the area and will be ready to render services upon acceptance of the bid submitted.

Your in Service
Ronnie Perkins, Director
Hattiesburg Public Works

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

Section 1.01 Vendor shall provide all materials necessary to complete spray applications including, but not limited to, supplies, herbicide, foam, dye, surfactant, spray equipment and labor. Vendor shall provide chemical data sheets on all chemicals used during the application process and shall provide copies of insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

Article II. Vendor Responsibilities

Section 2.01 Vendor shall provide all material, labor and equipment to spray vegetative herbicides and aquatic brush control products in and around City of Hattiesburg ditches and relief waterway rights-of-ways in the City of Hattiesburg. Vendor shall only use products that meet or exceed all local, state and federal permit requirements for spraying in or near ditches, streams, creeks, rivers, or other type waterway. Vendor shall control vegetative and aquatic brush pressure from bank-to-bank along all ditches and waterways included in this contract.

Section 2.02 Spray applications shall be made at least three (3) times per year and shall be executed approximately in late winter/early spring, late spring/early summer, and late summer/early fall based upon existing weather conditions and vegetative growth patterns. Vendor shall provide a forth (4th) spray application if conditions warrant. Vendor shall coordinate with the City of Hattiesburg's Director of Public Works before initiating all application services.

Section 2.03 Vendor shall provide general liability insurance with a minimum amount of $1,000,000 with the City of Hattiesburg listed as additionally insured. Vendor shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

Article III. City of Hattiesburg Responsibilities

Section 3.01 The City of Hattiesburg shall provide vendor with locations that require herbicide spraying. Ditch and waterway maps 1-5 are attached to these specifications. Vendors wishing to visit the site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-545-4648.

Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, April 16, 2024, through March 31, 2025. The fee schedule shall be as follows.

- Late winter/early spring $ 20,500 (1)
- Late spring/early summer $ 20,500 (2)
- Late summer/early fall $ 20,500 (3)
- 4th If necessary application $ 14,500 (4)

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 29, 2024, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following:

Ditch and Waterway Herbicide Spraying.

The above shall 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.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 6th day of February 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

(S E A L)

Publish 2/29/2024 &3/7/2024.

OPTERRA SOLUTIONS, INC.
MR. LEE DUNCAN GLASGOW
270 BRUNER RD
LEXINGTON, SC, 29072-3767

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID. NO: 43916 ISSUED: 12/2/2022 EXPIRES ON: 3/31/2025
LICENSE/PERMIT CATEGORY:
ROWL

MR. LEE DUNCAN GLASGOW
OPTERRA SOLUTIONS, INC.
3504 CYPRESS AVE
SAINT GABRIEL, LA, 70776

INDIVIDUAL MAY PERFORM SERVICES IN:
ROW

Laura Vollor, Director

STATE OF MISSISSIPPI

PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE & COMMERCE

BUREAU OF PLANT INDUSTRY

MISSISSIPPI STATE, MISSISSIPPI 39762

ID No: 43916

Date Issued: 12/2/2022

LEE DUNCAN GLASGOW
3504 Cypress Ave
Saint Gabriel, LA 70776

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

OPTERRA SOLUTIONS, INC.
in the license categories
ROWL

Expiration: 3/31/2025

Laura Vollor, Director

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/3/2023

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
Arthur J. Gallagher Risk Management Services, LLC
115 Central Island Street
Suite 100
Charleston SC 29492

CONTACT NAME: Joy St. Martin
PHONE (A/C, No, Ext): 843-972-4721 FAX (A/C, No): 843-577-5062
E-MAIL ADDRESS: joy_st.martin@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Insurance Company of Pittsburg	19445
INSURER B : Commerce and Industry Insurance Company	19410
INSURER C : SiriusPoint Specialty Insurance Corporation	16820
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Opterra Solutions, Inc. fka NaturChem, Inc.
270 Bruner Rd.
Lexington, SC 29072

COVERAGES **CERTIFICATE NUMBER:** 663683438 **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 X PRO-JECT X LOC OTHER:			5268252	6/30/2023	6/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			4489734	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 3,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			BE038296201	6/30/2023	6/30/2024	EACH OCCURRENCE AGGREGATE Prod/CO Aggregate	$ 10,000,000 $ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		015893849	6/30/2023	6/30/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution Liability			CPLS00029530	6/30/2023	6/30/2024	Ea Occurrence Policy Limit Deductbl-Ea Incident	$1,000,000 $2,000,000 $25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

For Information 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

Larry L. Smith

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The ACORD name and logo are registered marks of ACORD

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

Section 1.01 Vendor shall provide all materials necessary to complete spray applications including, but not limited to, supplies, herbicide, foam, dye, surfactant, spray equipment and labor. Vendor shall provide chemical data sheets on all chemicals used during the application process and shall provide copies of insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

Article II. Vendor Responsibilities

Section 2.01 Vendor shall provide all material, labor and equipment to spray vegetative herbicides and aquatic brush control products in and around City of Hattiesburg ditches and relief waterway rights-of-ways in the City of Hattiesburg. Vendor shall only use products that meet or exceed all local, state and federal permit requirements for spraying in or near ditches, streams, creeks, rivers, or other type waterway. Vendor shall control vegetative and aquatic brush pressure from bank-to-bank along all ditches and waterways included in this contract.

Section 2.02 Spray applications shall be made at least three (3) times per year and shall be executed approximately in late winter/early spring, late spring/early summer, and late summer/early fall based upon existing weather conditions and vegetative growth patterns. Vendor shall provide a forth (4th) spray application if conditions warrant. Vendor shall coordinate with the City of Hattiesburg's Director of Public Works before initiating all application services.

Section 2.03 Vendor shall provide general liability insurance with a minimum amount of $1,000,000 with the City of Hattiesburg listed as additionally insured. Vendor shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

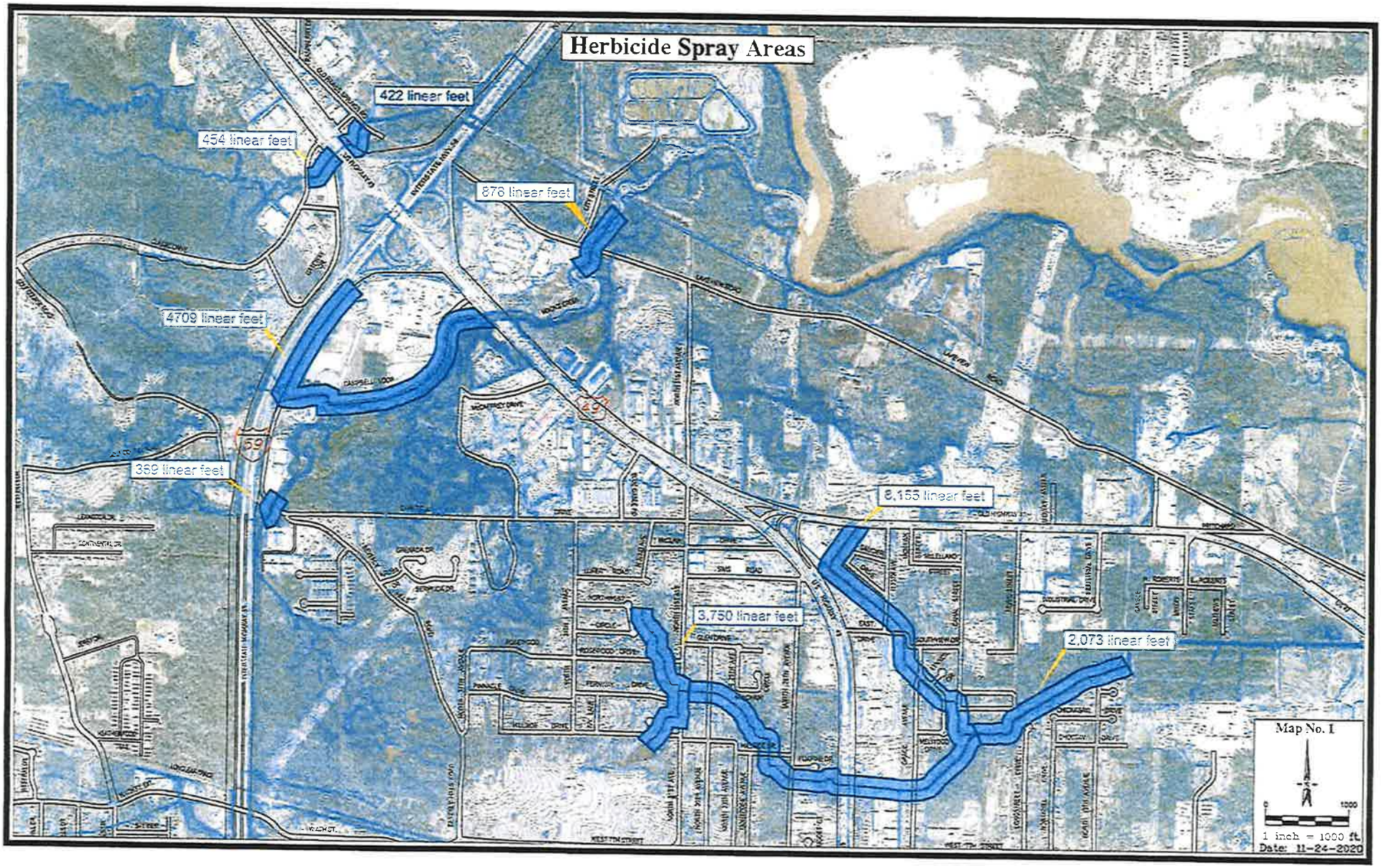
Article III. City of Hattiesburg Responsibilities

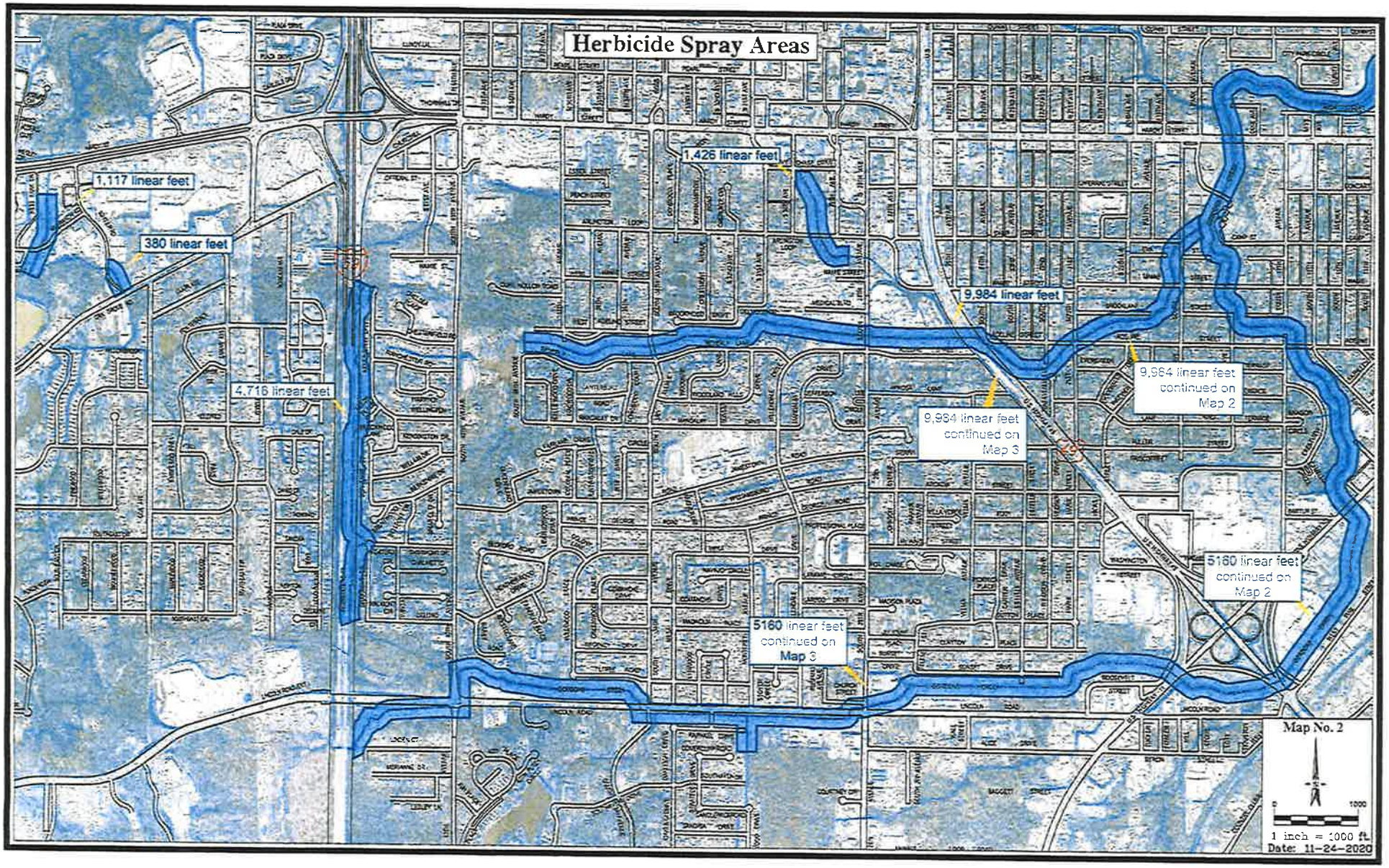
Section 3.01 The City of Hattiesburg shall provide vendor with locations that require herbicide spraying. Ditch and waterway maps 1-5 are attached to these specifications. Vendors wishing to visit the site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-545-4648.

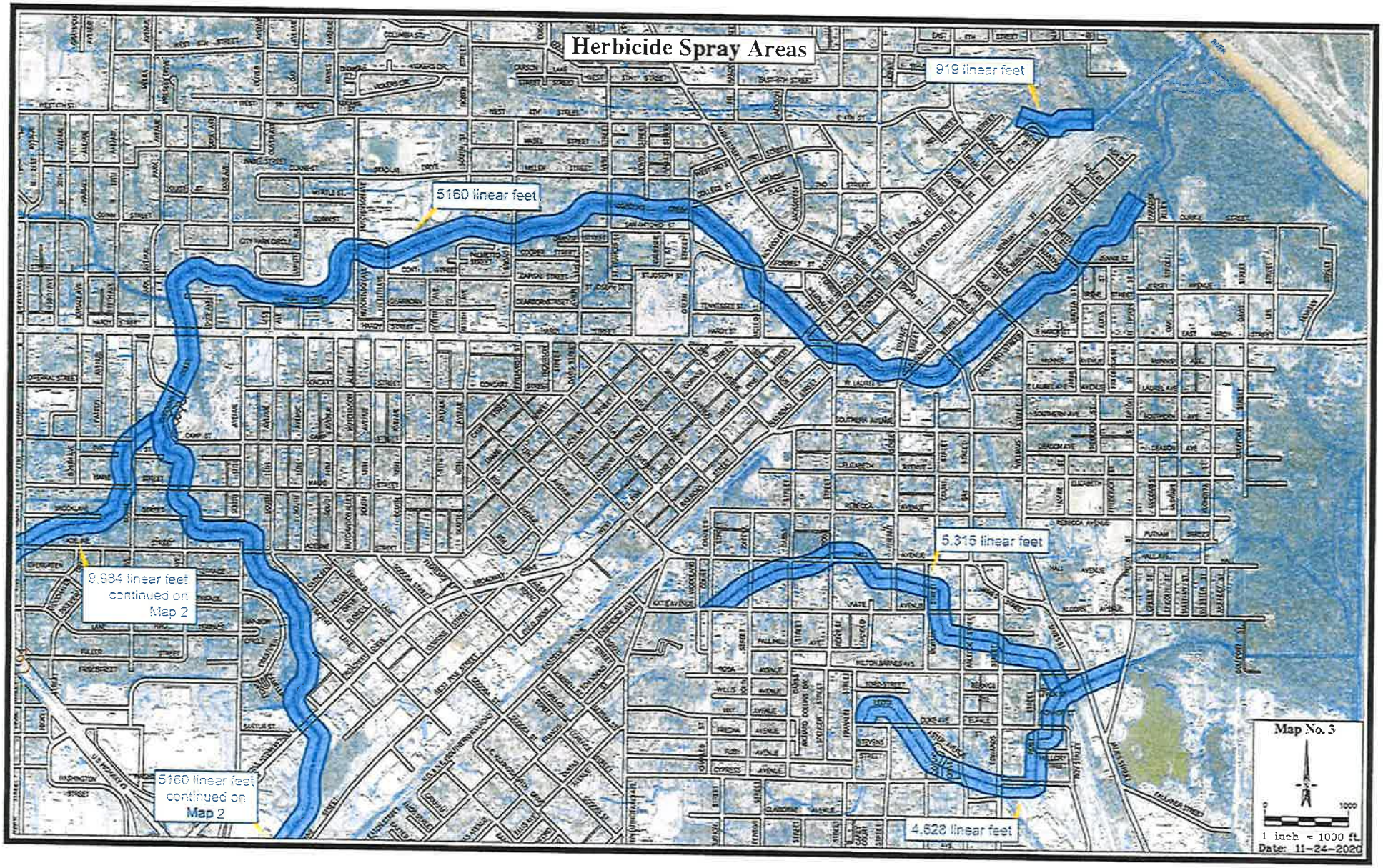
Article IV. General Terms

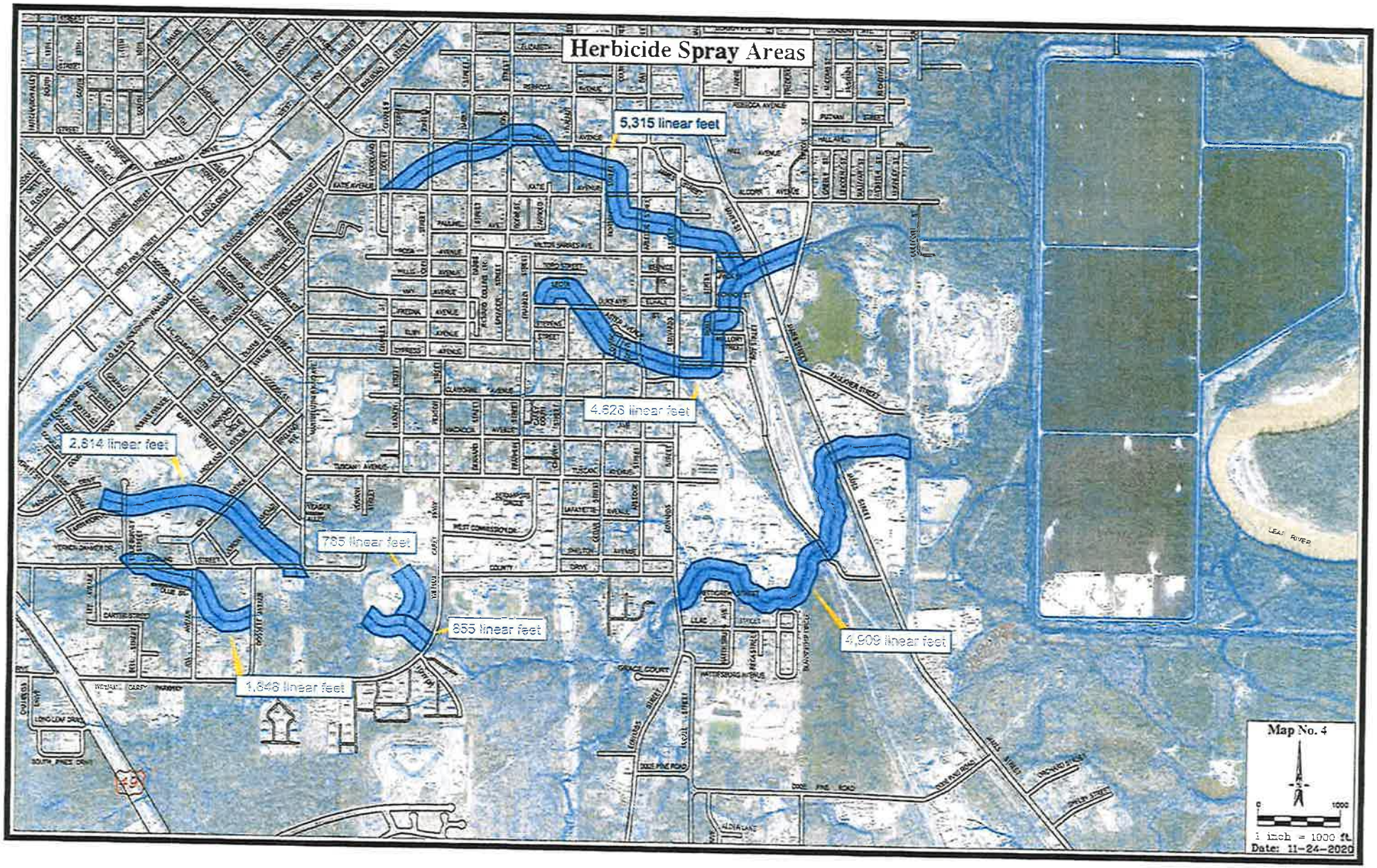
Section 4.01 This contract shall be for a period of one (1) year, April 16, 2024, through March 31, 2025. The fee schedule shall be as follows.

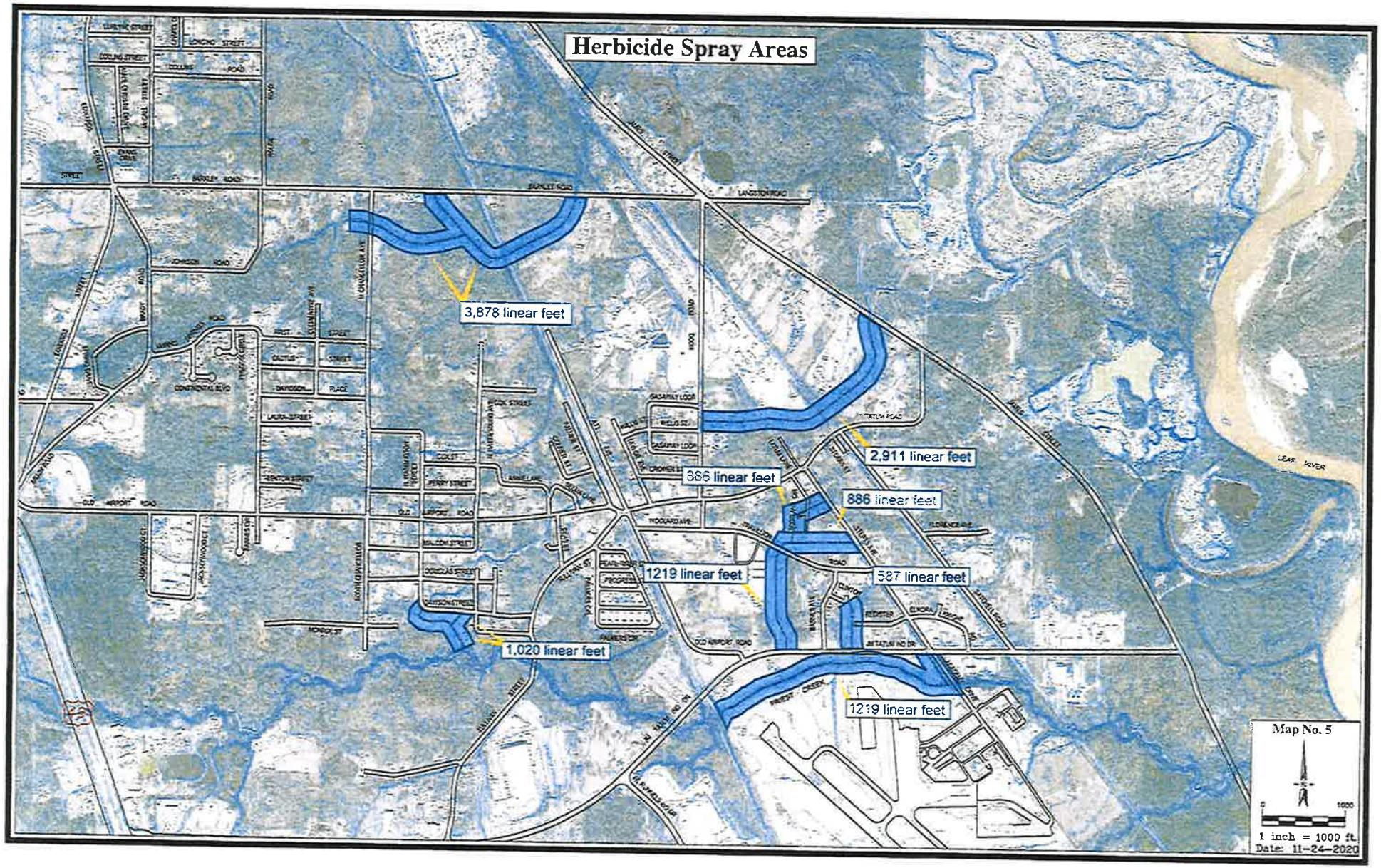
- Late winter/early spring $ **21,280.00**
- Late spring/early summer $ **21,280.00**
- Late summer/early fall $ **21,280.00**
- 4th If necessary application $ **21,280.00**


Herbicide Spray Areas
422 linear feet
454 linear feet
878 linear feet
4709 linear feet
389 linear feet
8,155 linear feet
3,750 linear feet
2,073 linear feet
Map No. 1
0
1000
1 inch = 1000 ft.
Date: 11-24-2020


Herbicide Spray Areas
1,117 linear feet
380 linear feet
4,716 linear feet
1,426 linear feet
9,984 linear feet
9,984 linear feet continued on Map 2
9,984 linear feet continued on Map 3
5160 linear feet continued on Map 2
5160 linear feet continued on Map 3
Map No. 2
0
1000
1 inch = 1000 ft.
Date: 11-24-2020


Herbicide Spray Areas
919 linear feet
5160 linear feet
9,984 linear feet continued on Map 2
5160 linear feet continued on Map 2
5,315 linear feet
4,528 linear feet
Map No. 3
0
1000
1 inch = 1000 ft.
Date: 11-24-2020


Herbicide Spray Areas
5,315 linear feet
4,828 linear feet
2,814 linear feet
785 linear feet
855 linear feet
1,848 linear feet
4,909 linear feet
Map No. 4
0
1000
1 inch = 1000 ft.
Date: 11-24-2020


Herbicide Spray Areas
3,878 linear feet
2,911 linear feet
886 linear feet
886 linear feet
1219 linear feet
587 linear feet
1,020 linear feet
1219 linear feet
Map No. 5
0
1000
1 inch = 1000 ft.
Date: 11-24-2020

Ditch Name	Length in Feet	Width in Feet	Square Feet	Acres
Lakeview road	975	90	87750	2.0
Frontage road	1,710	50	85500	2.0
Marathon(Classic Dr)	428	70	29960	0.7
Valero	180	85	15300	0.4
Bridge 1	369	25	9225	0.2
Bridge 2	90	25	2250	0.1
Campbell loop	3,220	100	322000	7.4
Burketts Creek	4,276	50	213800	4.9
Barkley road 1	3,273	40	130920	3.0
Barkley road 2	630	40	25200	0.6
Old Airport road	1,525	50	76250	1.8
Hood road	2,951	40	118040	2.7
Dawson st 1	802	40	32080	0.7
Dawson st 2	228	40	9120	0.2
Travillon rd	898	40	35920	0.8
Registar st	592	30	17760	0.4
JM Tatum Industrial	3,109	75	233175	5.4
WL Runnels industrial	2,112	50	105600	2.4
Gordon st	1000	40	40000	0.9
HWY 98	274	60	16440	0.4
Millbranch rd	1135	50	56750	1.3
Oak Grove rd	377	60	22620	0.5
Bowling st	2,038	40	81520	1.9
Fairway dr	4,187	40	167480	3.8
Guy Eaton	1,425	25	35625	0.8
Chevy Chase	176	25	4400	0.1
Arlington Loop 1	520	40	20800	0.5
Arlington Loop 2	161	40	6440	0.1
Gordon Creek 1	28,723	80	2297840	52.8
Gordon Creek 2	7,550	80	604000	13.9
Gordon Creek 3	1217	75	91275	2.1
Gordon Creek 4	6,916	60	414960	9.5
Gordon Creek 5	2,698	65	175370	4.0
Gordon Creek 6	1,425	60	85500	2.0
Gordon Creek 7	270	45	12150	0.3
HWY 42	2,370	30	71100	1.6
N 26th ave	2,798	30	83940	1.9
N 28th ave	544	30	16320	0.4
Duke ave	4,625	35	161875	3.7
Quinn street branch	191	30	5730	0.1
Quinn street	1,536	30	46080	1.1
W 7th street	316	25	7900	0.2
Mississippi tank	652	30	19560	0.4
		Total Acreage		**139.9**

Ditch Name	Length in Feet	Width in Feet	Square Feet	Acres
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Mississippi tank	652	30	19560	0.4
		Total Acreage		**139.9**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/22/2024

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
Edgewood Partners Insurance Center, Inc.
301 Grant Street, Suite 470
Pittsburgh, PA 15219

CONTACT NAME: Bryce Fochtman
PHONE (A/C, No, Ext): 412-226-5256 FAX (A/C, No):
E-MAIL ADDRESS: Bryce.Fochtman@epicbrokers.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co Pittsburgh PA	19445
INSURER B : Endurance American Specialty Ins Co	41718
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Edko, LLC
4615 Marlena Street
Bossier City LA 71111

COVERAGES **CERTIFICATE NUMBER:** 79190033 **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	✓ COMMERCIAL GENERAL LIABILITY	✓		GL4611651	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 5,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
				Pesticide or Herbicide Applicator			MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	☐ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY			CA7742285	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	✓ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
A	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			6401506 (Virginia Only)	7/1/2023	7/1/2024	PROPERTY DAMAGE (Per accident)	$
								$
B	☐ UMBRELLA LIAB ✓ OCCUR			ELD30021337100	7/1/2023	7/1/2024	EACH OCCURRENCE	$ 5,000,000
	✓ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC014590641	7/1/2023	7/1/2024	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

City of Hattiesburg is included as an additional insured on the General Liability policy when required by written contract.

CERTIFICATE HOLDER

City of Hattiesburg
P.O. Box 1898
Hattiesburg MS 39403-1898

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
Sean Andreas

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The ACORD name and logo are registered marks of ACORD

State of Mississippi

Board of Contractors

ACTIVE

EDKO, LLC
4615 MARLENA STREET
BOSSIER CITY, LA 71111

is duly registered and entitled to perform

HERBICIDE APPLICATION

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Oct., 2023

BOARD OF CONTRACTORS ★ STATE OF MISSISSIPPI ★

CERTIFICATE OF RESPONSIBILITY
No. 18677-SC
Expires Oct. 8, 2024

Joel A. Cannell

CHAIRMAN OF THE BOARD

STATE OF MISSISSIPPI

PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE & COMMERCE

BUREAU OF PLANT INDUSTRY

MISSISSIPPI STATE, MISSISSIPPI 39762

ID No: 30944

Date Issued: 9/8/2023

ALEX JOHN SMALLING
4615 Marlena St
Bossier City, LA 71111-

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

EDKO, LLC
in the license categories
AQWL, ROWL, HCWL

Expiration: 11/30/2026

Laura Vollor, Director

STATE OF MISSISSIPPI
LICENSE TO CONDUCT AGRICULTURAL AIRCRAFT OPERATIONS
DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
MISSISSIPPI STATE, MISSISSIPPI

AGRICULTURAL APPLICATOR'S LICENSE

License No. A2180 ***Expires*** 3/31/2025

Name **EDKO, LLC**

Address **4615 Marlena St, Bossier City, LA 71111**

The above named licensee is granted the authority to engage in the business of aerial application by aircraft of agricultural chemicals, including all pesticides. This license is granted under the authority of Miss. Code of 1972, Section 69-21-101 through 69-21-128.

THE GREAT SEAL OF THE STATE OF MISSISSIPPI ★ IN GOD WE TRUST ★

Laura Vollor, Director

EDKO, LLC
MR. ALEX JOHN SMALLING
4615 MARLENA ST
BOSSIER CITY, LA, 71111-7516

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID. NO: 30944 ISSUED: 9/8/2023 EXPIRES ON: 11/30/2026

LICENSE/PERMIT CATEGORY:

AQWL,ROWL,HCWL

MR. ALEX JOHN SMALLING
EDKO, LLC
4615 MARLENA ST
BOSSIER CITY, LA, 71111-

Laura Vollor, Director

INDIVIDUAL MAY PERFORM SERVICES IN:
AQW,ROW,HCW

Category Codes

License (L) / Permit (P)

WDI – Wood Destroying Insect Control
UP – Control Of Pest Of Utility Poles
GRC – General Pest and Rodent Control
HCP – Horticultural Pest Control
ORP – Orchard Pest Control
DAP – Domestic Animal Pest Control
FUM – Fumigation Pest Control
AGP – Agricultural Pest Control
AGW – Agricultural Weed Control
AQW – Aquatic Weed Control
ROW – Right-Of-Way Weed Control
HCW – Horticultural Weed Control
LH - Landscape Horticulturist
TS - Tree Surgery
MBF – Mosquito and Biting Fly
Restricted Use pesticide Purchase & Use Authorized (Not included for LH & TS category codes)

Void Upon Termination of Employment
Return card to Former Employer

MISSISSIPPI DEPARTMENT OF AGRICULTURE & COMMERCE
BUREAU OF PLANT INDUSTRY
CERTIFIED COMMERCIAL PESTICIDE APPLICATOR CERTIFICATE

CERTIFICATE NO. CA17305 EXPIRATION DATE: 5/31/2026

CATEGORIES: VI

Jordan L LeMoine
4615 Marlena St
Bossier City, LA 71111

Laura Vollor, Director

ISSUED: **5/24/2023**

NOT A LICENSE

MISUSE OF THIS CERTIFICATE IS A VIOLATION OF THE LAW

SEE OTHER SIDE FOR CATEGORY CODE

I(A)	Agricultural Pest Control (Plant)
I(B)	Agricultural Pest Control (Animal)
II	Forest Pest Control
III	Ornamental and Turf Pest Control
IV	Seed Treatment
V	Aquatic Pest Control
VI	Right-of-Way Pest Control
VII(A)	Industrial Institutional, Structural and Health Related Pest Control
VII(B)	Fumigation
VII(3)	Industrial Weed Control
VIII	Public Health Pest Control
IX	Regulatory Pest Control
X	Demonstration and Research Pest Control
XI	Aerial Application
XII	Wood Preservation and Wood Products Treatment
XIII	Antifoulant Paint
XIV	Metam - Sodium

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
P.O. Box 5207 Mississippi State, Mississippi 39762

ATTACHED IS YOUR AGRICULTURAL PILOT'S LICENSE.
KEEP IT IN A SAFE PLACE.

Barkley, Zack
5001 Cypress Creek Ave 5 Apt 1403
Tuscaloosa, AL 35905

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
AGRICULTURAL PILOT'S LICENSE

License No. P2945 FAA No. 4770627

Name Barkley, Zack Expires 3/31/2025

The above named licensee is granted the authority to personally operate an aircraft engaged in the aerial application of agricultural substances. This license is granted under the authority of Miss. Code of 1972, Section 69-21-101.

Laura Vollor, Director

Approved categories:

- [X] Core
- [X] Aerial
- [ ] Ag. Plant
- [X] Aquatic
- [X] Right-Of-Way
- [X] Forestry
- [ ] Pub. Health

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
P.O. Box 5207 Mississippi State, Mississippi 39762

ATTACHED IS YOUR AGRICULTURAL PILOT'S LICENSE.
KEEP IT IN A SAFE PLACE.

Charlton, John
5001 Cypress Creek Ave E Apt 1403
Tuscaloosa, AL 35405

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
AGRICULTURAL PILOT'S LICENSE

License No. P2944 FAA No. 4598517

Name Charlton, John Expires 3/31/2025

The above named licensee is granted the authority to personally operate an aircraft engaged in the aerial application of agricultural substances. This license is granted under the authority of Miss. Code of 1972, Section 69-21-101.

Laura Vollor, Director

Approved categories:

- [X] Core
- [X] Aerial
- [ ] Ag. Plant
- [X] Aquatic
- [X] Right-Of-Way
- [X] Forestry
- [ ] Pub. Health

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
REGISTERED TECHNICIAN IDENTIFICATION CARD

COMPANY LOCATION NO. 121702 ID NO. 30946
SERVICES: HCW

KEDRICK GIBSON
EDKO, LLC
8772 MILLHAVEN ROAD
MONROE, LA 71203

ISSUED: 10/01/2010 John G. Campbell, Director

EMPLOYEE MAY PERFORM SERVICES LISTED
FOR THE COMPANY THEY REPRESENT. NOT A LICENSE

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
REGISTERED TECHNICIAN IDENTIFICATION CARD

COMPANY LOCATION NO. 121702 ID NO. 30949
SERVICES: AQW ROW HCW

VINCENT RAY SYLVESTRI III
EDKO, LLC
8772 MILLHAVEN ROAD
MONROE, LA 71203

ISSUED: 10/01/2010 John G. Campbell, Director

EMPLOYEE MAY PERFORM SERVICES LISTED
FOR THE COMPANY THEY REPRESENT. NOT A LICENSE



ChemPro SERVICES

VEGETATION MANAGEMENT

PROPOSAL FOR:

City of Hattiesburg, MS
Herbicide Application Services

ChemPro Services
3311 Gulf Breeze Pkwy #350
Gulf Breeze, FL 32563

Sales: 877.221.9130

www.chemproservices.com

Tax ID 20-1716061
UEI: YREKETLFXNR3

Brandon Kidd
662-341-1108
bkidd@chemproservices.com



'f Breeze, FL • Ocean Springs, MS • Daphne, AL • LaVergne, TN • Cabot, AR • Macon, GA

City of Hattiesburg
Herbicide Application Service Specifications

Article I. General Scope of Work

Section 1.01 Vendor shall provide all materials necessary to complete spray applications including, but not limited to, supplies, herbicide, foam, dye, surfactant, spray equipment and labor. Vendor shall provide chemical data sheets on all chemicals used during the application process and shall provide copies of insurance and licenses from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce.

Article II. Vendor Responsibilities

Section 2.01 Vendor shall provide all material, labor and equipment to spray vegetative herbicides and aquatic brush control products in and around City of Hattiesburg ditches and relief waterway rights-of-ways in the City of Hattiesburg. Vendor shall only use products that meet or exceed all local, state and federal permit requirements for spraying in or near ditches, streams, creeks, rivers, or other type waterway. Vendor shall control vegetative and aquatic brush pressure from bank-to-bank along all ditches and waterways included in this contract.

Section 2.02 Spray applications shall be made at least three (3) times per year and shall be executed approximately in late winter/early spring, late spring/early summer, and late summer/early fall based upon existing weather conditions and vegetative growth patterns. Vendor shall provide a forth (4th) spray application if conditions warrant. Vendor shall coordinate with the City of Hattiesburg's Director of Public Works before initiating all application services.

Section 2.03 Vendor shall provide general liability insurance with a minimum amount of $1,000,000 with the City of Hattiesburg listed as additionally insured. Vendor shall also provide copies of current licenses and permits from the Bureau of Plant Industry of the MS Department of Agriculture and Commerce as required by Mississippi Code 69-19-1 through 69-19-11.

Article III. City of Hattiesburg Responsibilities

Section 3.01 The City of Hattiesburg shall provide vendor with locations that require herbicide spraying. Ditch and waterway maps 1-5 are attached to these specifications. Vendors wishing to visit the site prior to bid should contact the City of Hattiesburg's Director of Public Works at 601-545-4648.

Article IV. General Terms

Section 4.01 This contract shall be for a period of one (1) year, April 1, ~~2023~~ 2024, through March 31, ~~2024~~ 2025. The fee schedule shall be as follows.

- Late winter/early spring $ 15,750
- Late spring/early summer $ 15,750
- Late summer/early fall $ 15,750
- 4th If necessary application $ 12,750

Total: $ 60,000.00

The ChemPro Advantage:

By selecting ChemPro Services as your Vegetation Management Contractor, our customers will enjoy a multi-dimensional advantage with our service offering. The tenets of these advantages include:

Company Qualifications: ChemPro Services has been managing vegetation in the Southeast for over twelve years. Our experience and operational knowledge have placed ChemPro Services at the top of our industry. Partnering with our company will build confidence, cultivate high standards, and produce quality results. We use a highly skilled workforce to deliver this tenet. Our reputation and ability qualify ChemPro for this partnership.

Safety: Safety is our highest priority. We understand that we are a working partner, and that many others are affected by our actions. We focus on Loss Prevention Self Assessments as a counter measure to unsafe environments. By asking *what can happen? How will this affect my peers? What can I do now to mitigate these risks?* We aim to prevent risks before they occur. In order to combat complacency, we hold regular safety meetings and discuss our efforts. Safety is the tenet that builds trust in our partnerships, by working and adopting safe work practices alongside our peers.

Environmental Respect: ChemPro Services shares the mindset of *RESPONSIBILTY* in regard to our environment. As Vegetation Managers, we always choose the least invasive methods when evaluating vegetation control issues. Many members of our team serve on committees and associations in our peer group, so that we are current on the issues of our times. By hiring ChemPro Services, you will stay informed of industry news and ahead of environmental issues.

Quality Equipment and Reliability: Our mainstay, in practice and in principal, is "to have the right tool for the job". With this belief in mind, we are proud of the equipment and infrastructure that we supply our work groups. We believe in quality, reliable equipment. We believe that having properly maintained equipment and a clean workspace is the cornerstone to a safe working environment. We impress upon our team the phrase: "there is always time to do it the right way". We commit to giving our Customer the best team with the best equipment, so they can do the best work.

Advanced Knowledge of Modern Technology: Most companies use modern technology when economically available or fully adopted by their industry. ChemPro Services, as a practice, uses the newest available technologies. These vary from new chemical molecules; GPS guided spray equipment, flow controlling computers, accounting software, various mapping technologies, and communication / file sharing applications.

ChemPro Value & Correlation to Safety: The descriptions below describe how ChemPro Services plans to effectively manage your vegetation. Working with ChemPro Services has other benefits that cannot be measured in nominal figures. These are safety benefits. Having a quality contractor like ChemPro Services, ***Customers*** will enjoy additional value that will be unlocked by our high-caliber tenets of operation.

ChemPro uses chemistry and experience to do a safer, better job.

Key Management and Technical Staff:

Our Operational Workgroups, Sales Team, and Management staff is composed of well - educated, degreed professionals. Over 75% of our company has a Bachelor's or advanced degree in many pertinent fields of study from the region's best and most decorated universities. With backgrounds in Agronomy, Horticulture, Herbicide Technology, Agriculture Information Sciences, Wildlife Management, and Environmental Science, you can anticipate a passion for our craft.

Aaron Hayek - President & Founder
Past President - TN Vegetation Management Association
Past President - MS-EPPC (MS Exotic Plant Council); PEP - Partners for Environmental Progress; 2004 - Present
Board of Directors - TN Vegetation Management Association
MS, AL, GA, FL, & TN Vegetation Management Association - Member
25 years industrial, aquatic, invasive, right of way, utility herbicide application/management experience

Adam Morgan - Vice President - Sales, Business Development Manager
B.S. Horticulture - Mississippi State University
President: Executive Board of Directors - TVMA
12+ years corporate vegetation management experience
Licensed Landscape Horticulturist, Mississippi Bureau of Plant Industry
ISA Certified Arborist #FL-9174-A
Licensed for Pesticide Applications: MS, LA, TN, KY, AL, VA, AR, OH, MO, OK

Jeff Mooneyham - Vice President - Operations
20+ years' industrial, invasive, right of way, & utility herbicide application/management experience
Licensed for Pesticide Applications: MS, KY, IL, GA, TN, TX, WV, FL, IN, SC, OH, AL, AR
Certified Instructor, OSHA and CPR

Noah Hayek - Regional Operations Manager
B.S. Business Administration - Troy University
6+ years' invasive and industrial herbicide application experience
Licensed for Pesticide Applications: MS, AL, FL, GA, OH, LA, MS, TN

Brandon Kidd - Major Projects
B.S. Agricultural Science - Mississippi State University 15 Years' experience in Herbicide applications and Major Project Management
Executive Board Member 2015-2016, MVMA *Licensed for Pesticide Applications: MS, AL, FL, GA, OH, LA, TN, KY, TX*

Michael Schuhmann - Turf grass Management
B.S. Science & Agronomy - Mississippi State University 18 Years' experience in Turf grass & Herbicide applications
9 Years' MDOT Roadside Development Manager
Executive Board MVMA

Joseph Threet - Business Development
B.S. Agricultural Science - Mississippi State University 12 years' agricultural herbicide technology experience
Licensed for Pesticide Applications: MS, AL, FL, GA, OH, LA, MS, TN , KY, NC, TX, OK, WV, IN, IL, MO, KS

Jamie Rauch-Sales Manager
B.S. Human Resource Management- Faulkner University
9+ years Bidding, Contract Management, Sales Administration, and Public Relations/Communication

Traci Migliorisi-Corporate Finance Administrator
Accounting/Finance Business Management-University of Maryland
10+ years Accounting and Finance Management, Accounts Receivable/Payable

ChemPro uses chemistry and experience to do a safer, better job.

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

CHEMPRO SERVICES, INC
3311 GULF BREEZE PKWY #350
GULF BREEZE, FL 32563

is duly registered and entitled to perform

1) EROSION CONTROL 2) HERBICIDE APPLICATION
3) RIGHT OF WAY CLEARING & TRIMMING

BOARD OF CONTRACTORS ★ STATE OF MISSISSIPPI ★

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 25 day of Feb., 2024

CERTIFICATE OF RESPONSIBILITY
No. 21544-SC
Expires Feb. 25, 2025

Joel A. Carroll
CHAIRMAN OF THE BOARD

STATE OF MISSISSIPPI

PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE & COMMERCE

BUREAU OF PLANT INDUSTRY

MISSISSIPPI STATE, MISSISSIPPI 39762

ID No: 35364

Date Issued: 10/12/2022

ADAM MORGAN
2953 Bienville Blvd #132
Ocean Springs, MS 39564

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

CHEMPRO SERVICES, INC.
in the license categories
ROWL, LSL, HCWL

Expiration: 8/31/2026

Laura Vollor, Director

STATE OF MISSISSIPPI

PROFESSIONAL SERVICES LICENSE

DEPARTMENT OF AGRICULTURE & COMMERCE

BUREAU OF PLANT INDUSTRY

MISSISSIPPI STATE, MISSISSIPPI 39762

ID No: 40308

Date Issued: 10/30/2023

BRANDON WAYNE KIDD
2953 Bienville Blvd #132
Ocean Springs, MS 39564

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

CHEMPRO SERVICES, INC.
in the license categories
ROWL

Expiration: 4/30/2027

Laura Vollor, Director

CHEMPRO SERVICES, INC.
MR. BRANDON WAYNE KIDD
3311 GULF BREEZE PKWY # 350
GULF BREEZE, FL, 32563-3351

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID. NO: 40308 ISSUED: 10/30/2023 EXPIRES ON: 4/30/2027
LICENSE/PERMIT CATEGORY:
ROWL

MR. BRANDON WAYNE KIDD
CHEMPRO SERVICES, INC.
2953 BIENVILLE BLVD # 132
OCEAN SPRINGS, MS, 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
AQW,ROW,HCW

Laura Voller, Director

Category Codes

License (L) / Permit (P)

WDI – Wood Destroying Insect Control
UP – Control Of Pest Of Utility Poles
GRC – General Pest and Rodent Control
HCP – Horticultural Pest Control
ORP – Orchard Pest Control
DAP – Domestic Animal Pest Control
FUM – Fumigation Pest Control
AGP – Agricultural Pest Control
AGW – Agricultural Weed Control
AQW – Aquatic Weed Control
ROW – Right-Of-Way Weed Control
HCW – Horticultural Weed Control
LH - Landscape Horticulturist
TS - Tree Surgery
MBF – Mosquito and Biting Fly
Restricted Use pesticide Purchase & Use Authorized (Not included for LH & TS category codes)

Void Upon Termination of Employment
Return card to Former Employer

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID. NO: 43315 ISSUED: 11/17/2023 EXPIRES ON: 10/31/2027
LICENSE/PERMIT CATEGORY:
AGWL,AQWL,ROWL,HCWL

MR. MICHAEL ANDREW SCHUHMANN
CHEMPRO SERVICES, INC.
2953 BIENVILLE BLVD. #132
OCEAN SPRINGS, MS, 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
HCW,AGW,ROW,AQW

Laura Vollor, Director

Category Codes

License (L) / Permit (P)

WDI – Wood Destroying Insect Control
UP – Control Of Pest Of Utility Poles
GRC – General Pest and Rodent Control
HCP – Horticultural Pest Control
ORP – Orchard Pest Control
DAP – Domestic Animal Pest Control
FUM – Fumigation Pest Control
AGP – Agricultural Pest Control
AGW – Agricultural Weed Control
AQW – Aquatic Weed Control
ROW – Right-Of-Way Weed Control
HCW – Horticultural Weed Control
LH – Landscape Horticulturist
TS – Tree Surgery
MBF – Mosquito and Biting Fly
Restricted Use pesticide Purchase & Use Authorized (Not included for LH & TS category codes)

Void Upon Termination of Employment
Return card to Former Employer

CHEMPRO SERVICES, INC.
MR. ADAM MORGAN
2953 BIENVILLE BLVD # 132
OCEAN SPRINGS, MS, 39564-4305

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID. NO: 35364 ISSUED: 10/12/2022 EXPIRES ON: 8/31/2026
LICENSE/PERMIT CATEGORY:
ROWL,LSL,HCWL

MR. ADAM MORGAN
CHEMPRO SERVICES, INC.
2953 BIENVILLE BLVD # 132
OCEAN SPRINGS, MS, 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
HCW,LS,ROW

Laura Vollor, Director

Category Codes

License (L) / Permit (P)

WDI – Wood Destroying Insect Control
UP – Control Of Pest Of Utility Poles
GRC – General Pest and Rodent Control
HCP – Horticultural Pest Control
ORP – Orchard Pest Control
DAP – Domestic Animal Pest Control
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AGW – Agricultural Weed Control
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HCW – Horticultural Weed Control
LH - Landscape Horticulturist
TS - Tree Surgery
MBF – Mosquito and Biting Fly
Restricted Use pesticide Purchase & Use Authorized (Not included for LH & TS category codes)

Void Upon Termination of Employment
Return card to Former Employer

CHEMPRO SERVICES, INC.
MR. BRANDON WAYNE KIDD
3311 GULF BREEZE PKWY # 350
GULF BREEZE, FL, 32563-3351

MISSISSIPPI DEPARTMENT OF AGRICULTURE AND COMMERCE
BUREAU OF PLANT INDUSTRY
LICENSE/PERMIT CERTIFICATE

ID. NO: 40308 ISSUED: 10/30/2023 EXPIRES ON: 4/30/2027
LICENSE/PERMIT CATEGORY:
ROWL

MR. BRANDON WAYNE KIDD
CHEMPRO SERVICES, INC.
2953 BIENVILLE BLVD # 132
OCEAN SPRINGS, MS, 39564

INDIVIDUAL MAY PERFORM SERVICES IN:
AQW,ROW,HCW

Laura Vollor, Director

Category Codes

License (L) / Permit (P)

WDI – Wood Destroying Insect Control
UP – Control Of Pest Of Utility Poles
GRC – General Pest and Rodent Control
HCP – Horticultural Pest Control
ORP – Orchard Pest Control
DAP – Domestic Animal Pest Control
FUM – Fumigation Pest Control
AGP – Agricultural Pest Control
AGW – Agricultural Weed Control
AQW – Aquatic Weed Control
ROW – Right-Of-Way Weed Control
HCW – Horticultural Weed Control
LH - Landscape Horticulturist
TS - Tree Surgery
MBF – Mosquito and Biting Fly
Restricted Use pesticide Purchase & Use Authorized (Not included for LH & TS category codes)

Void Upon Termination of Employment
Return card to Former Employer

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Chempro Services, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3311 Gulf Breeze Pkwy #350

Requester's name and address (optional)

6 City, state, and ZIP code
Gulf Breeze, FL 32563

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 0 - 1 7 1 6 0 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, **you are not required to sign** the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Aaron Hayek | **Date** ▶ 02/27/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/27/2023

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: Danelle Stokes	
Valent Group, LLC 1110 Montlimar Drive Suite 400 Mobile AL 36609	PHONE (A/C, No, Ext): (251) 544-7237	FAX (A/C, No):
	E-MAIL ADDRESS: dstokes@valentgroup.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ChemPro Services, Inc. 3311 Gulf Breeze Pkwy #350 Gulf Breeze FL 32563	INSURER A: FCCI Insurance Company	10178
	INSURER B: National Trust Insurance Company	20141
	INSURER C: American Interstate Ins. Co	31895
	INSURER D: Aspen Specialty Insurance Company	10717
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2392745231 **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 [X] Contractual liability included [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CPP100030653-06	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Ltd Pollution	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 100,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	CA100005948-08	10/01/2023	10/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	UMB100018012-07	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE FOLLOW FORM	$ 5,000,000 $ 5,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	AVWCAL3215602023	10/01/2023	10/01/2024	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Contractors Pollution Liability $25,000 per incident deductible	Y	Y	ER00NYP23	10/01/2023	10/01/2024	Each Occurrence Aggregate	$ 1,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is named as additional insured as respects to the general, automobile, pollution and umbrella liability as required by written contract. A waiver of subrogation is in favor of the additional insured's as respects to the general, automobile and umbrella liability and pollution liability as required by written contract. Coverage is primary and non-contributory.

CERTIFICATE HOLDER

Proof of Insurance

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

Marsha Greene

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ChemPro Fleet Assests Available 3/15/2023

ChemPro Unit Number	Year	Make/Model	Vehicle ID #
Truck GCB 1	2013	Ford 240 4WD	1FT7W2B63EEB28402
Truck GCB 2	2014	Ford 240 4WD	3C6UR5HJ5GG253328
Truck GCB 3	2014	Ford 240 4WD	1FT7W2B69EEB28400
Truck GCB 4	2015	Ford 240 4WD	3C6UR5HJ6KG666741
Truck GCB 5	2008	Ford 240 4WD	1FT7W2B69EEB28638
Truck 11	2004	Ford F550 RAILROAD SPRAY TRUCK	1FDAF56P44ED93736
Truck 15	2012	Ford F250	1FT7X2B69CEB13279
Truck 18	1996	Ford Cargo L-T CF700	1FDWH70C8TVA15306
Truck 20	2013	Ford F250	1FT7W2B69DEA35347
Truck 21	2013	Ford F250	1FT7W2B620EA35348
Truck 23	2013	Ford F250	1FT7W2B67DEA35346
Truck 25	2013	Dodge Ram Chassis 4500	3C7WRLEL1DG541504
Truck 27	2014	Ford F250	1FT7W2B69EEB28399
Truck 28	2014	Ford F250	1FT7W2B61EEB28400
Truck 30	2015	Ford F250	1FT7W2B63EEB28402
Truck 31	2016	Ford F250	1FT7W2B69EEB28399
Truck 32	2015	Dodge 2500	3C6UR5HJ3FG576906
Truck 33	2015	Dodge 5500	3C6UR5HJ5FG576907
Truck 34	2015	Dodge 2500	3C6UR5HJ7FG576908
Truck 35	2015	Dodge 4500	3C7WRMDL9FG567259
Truck 36	2015	Dodge Ram C45	3C7WRLEL9FG595040
Truck 37	2015	Dodge Ram 4500	3C7WRLEL0FG626238
Truck 38	2016	Dodge Ram 5500 2 wd	3C7WRMDL4GG205812
Truck 39	2016	Dodge Ram 2500	3C6UR5HJ5GG253326
Truck 40	2016	Dodge Ram 2500	3C6UR5HJ5GG253327
Truck 41	2016	Dodge Ram 2500	3C6UR5HJ5GG253328
Truck 42	2016	Dodge Ram 2500 4WD	3C6UR5HJOGG342496
Truck 43	2016	Dodge Ram 2500 4WD	3C6UR5HJ9GG342495
Truck 44	2017	Chevrolet Suburban C1500 LT	1GNSCHKC4HR125815
Truck 45	2017	Dodge Ram 2500 4WD	3C6UR5HJ3HG607574
Truck 46	2017	Dodge Ram 2500 4WD	3C6UR5HJ5FG576907
Truck 47	2017	Dodge Ram 2500 4WD	3C6UR5HJ5GG253328
Truck 48	2017	Dodge Ram 2500 4WD	3C6UR5HJ5HG607575
Truck 49	2017	Dodge Ram 4500 4WD	3C7WRMDL9HG625874
Truck 50	2017	Dodge Ram 4500 4WD	3C7WRLEL9HG626032
Truck 51	2018	Dodge Ram 2500 4WD	3C6UR5HJ1JG282901
Truck 52	2018	Dodge Ram 2500 4WD	3C6UR5HJ3JG282902
Truck 53	2018	Dodge Ram 2500 4WD	3C6UR5HJ7JG282904
Truck 55	2019	Dodge Ram 2500 4WD	3C6UR5HJ4JG388288
Truck 56	2019	Dodge Ram 5500 4WD	3C7WRMDLXJG338923

Truck 57	2019	Dodge Ram 2500 4WD	3C6UR5HJ8KG666739
Truck 58	2019	Dodge Ram 2500 4WD	3C6UR5HJ1JG282901
Truck 59	2019	Dodge Ram 4500	3C7WRLEL0FG626482
Truck 60	2019	Dodge Ram 2500 4WD	3C6UR5HJ8KG666742
Truck 61	2019	Dodge Ram 2500 4WD	3C6UR5HJ6KG666741
Truck 62	2019	Dodge Ram 2500 4WD	1C6SRFJT0LN117053
Truck 63	2019	Toyota Tundra	5TFHY5F1XKX861253
Truck 64	2020	Dodge Ram 2500 4WD	3C6UR5HJ4JG388288
Truck 65	2020	Dodge Ram 2500 4WD	3C6UR5HJ4JG388289
Truck 66	2020	Dodge Ram 2500 4WD	3C6UR5HJ4JG388290
Truck 67	2020	Dodge Ram 2500 4WD	3C6UR5HJ4JG388291
Truck 68	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253342
Truck 69	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253343
Truck 70	2021	Dodge Ram 4500	3C7WRLEL0FG627258
Truck 71	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253345
Truck 72	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253346
Truck 73	2021	Dodge Ram 2500 4WD	3C6UR5HJ5GG253347
Truck 74	2022	Ram 2500 4WD	3C6UR5HJ4JG388288
Truck 75	2022	Ram 2500 4WD	3C6UR5HJ5GG253349
Truck 76	2022	Ram 2500 4WD	3C6UR5HJ1JG282901
Truck 77	2022	Ram 2500 4WD	3C6UR5HJ5GG253351
Truck 78	2017	Ram 5500 4WD	3C7WRMDLXJG338923
Truck 79	2023	GMC 1500 4WD	3C6UR5HJ6KG666741
Trailer 02	2009	Utility Trailer	5JTAU16239A009132
Trailer 03	2010	Utility Trailer	5VTBU1624ARBB6862
Trailer 05	2011	enclosed Trailer	5UZBE1018BD017476
Trailer 06	2004	Utility Trailer 25ft Blue	4P7U825274F006457
Trailer 07	2012	Utility Trailer 16FT	4PCU2162401000023
Trailer 08	2013	Gator Trailer	4Z1HD1825DS001896
Trailer 09	2013	Gator Trailer	4Z1HD1820DS001451
Trailer 10	2013	Utility Trailer	4Z1HD1822DS002651
Trailer 11	2013	Black Utility Trailer 16 ft	4PCU21621L1000022
Trailer 12	2013	Utility Trailer	4PCU21G24L1000029
Trailer 13	2014	Gator Trailer	4Z1HD182XES007484
Trailer 14	2014	Gator Trailer	4Z1HD1825ES007487
Trailer 15	2014	Gator Trailer	4Z1HD1829ES008710
Trailer 16	2014	Texas Trailer 26ft	1B9G2LGE7EB624327
Trailer 17	2014	20K lb Trailer 25 ft	1B9H2NGT9EB624537
Trailer 18	2015	Gator Trailer	421HD1824FS014206
Trailer 19	2015	Box Trailer	5HABE2023FN034232
Trailer 20	2016	Utility Trailer 18ft	4Z1HD1828GS022780
Trailer 21	2016	MM-2 Trailer	1V5BA2722G1136497
Trailer 22	2016	Utility Trailer	4Z1HD1823GS027322
Trailer 23	2017	Lark VT712TA	5RTBE1228HD058102
Trailer 24	2017	Lark VT712TA	5RTBE1221HD058247

Trailer 25	2018	Gatormade 16+2 14k equipment trailer	4Z1HD1820JS045350
Trailer 26	2018	Gatormade 16+2 14k equipment trailer	4Z1DH1822JS045351
Trailer 27	2018	25ft, Customer Built Trailer	1C9PF3022JS678068
ATV #06	2012	Kubota RTV w/ spray equipment	
ATV #11	2013	Kubota RTV w/ spray equipment	
ATV #12	2013	Kubota RTV w/ spray equipment	
ATV #16	2015	Kubota RTV w/ spray equipment	
ATV #19	2015	Kubota RTV w/ spray equipment	
ATV #20	2016	Kubota RTV w/ spray equipment	
ATV #23	2018	Kubota RTV w/ spray equipment	
ATV #24	2018	Kubota RTV w/ spray equipment	
ATV #25	2018	Kubota RTV w/ spray equipment	
ATV #26- Mini Truck	2018	Toyota Mini Truch Custom	
ATV #27	2020	Kubota RTV w/ spray equipment	
ATV #28	2020	Kubota RTV w/ spray equipment	
ATV #29	2020	Kubota RTV w/ spray equipment	
ATV #30	2020	Kubota RTV w/ spray equipment	
ATV #31	2020	Kubota RTV w/ spray equipment	
ATV #32	2020	Kubota RTV w/ spray equipment	
ATV #33	2020	Kubota RTV w/ spray equipment	
ATV #34	2022	Kubota RTV w/ spray equipment	
ATV #35	2022	Kubota RTV w/ spray equipment	
ATV #36	2022	Kubota RTV w/ spray equipment	
ATV #37	2022	Kubota RTV w/ spray equipment	
ATV #38	2022	Kubota RTV w/ spray equipment	
ATV #39	2023	Kubota RTV w/ spray equipment	
Tractor #GCB	2013	Kubota	60 hp
Tractor #01	2011	M9960 HD	100 hp
Tractor #02	2012	M9960 HD	100 hp
Tractor #03	2014	M9960 HD	100 hp
Tractor #04	2019	Kubota M7060HD	70 hp
Tractor #05	2019	Kubota M7060HD	70 hp
Tractor #06	2020	Kubota M5-111HD-1	110 hp
Tractor #07	2022	Kubota SVL-97 Skid Steer	
Tractor #08	2022	Kubota M5-111HD	
MarshMaster #1	2017	MM2 w/ cutter and spray tank	
MarshMaster #2	2021	MM2 w/ cutter and spray tank	

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, March 30, 2023, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following:

Ditch and Waterway Herbicide Spraying.

The above shall 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.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

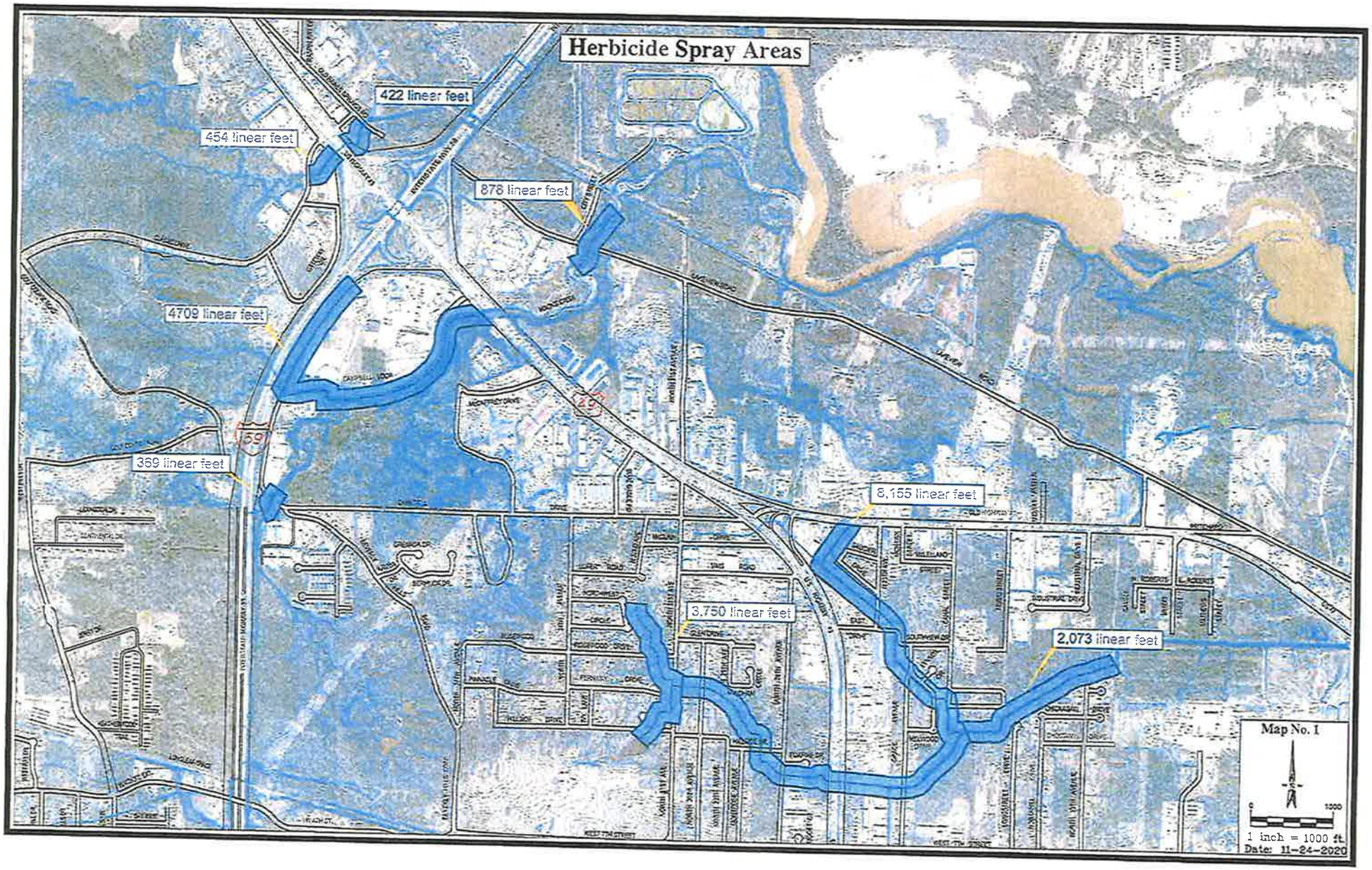
PUBLISHED by Order of the Council on this, the 8th day of March 7, 2023.

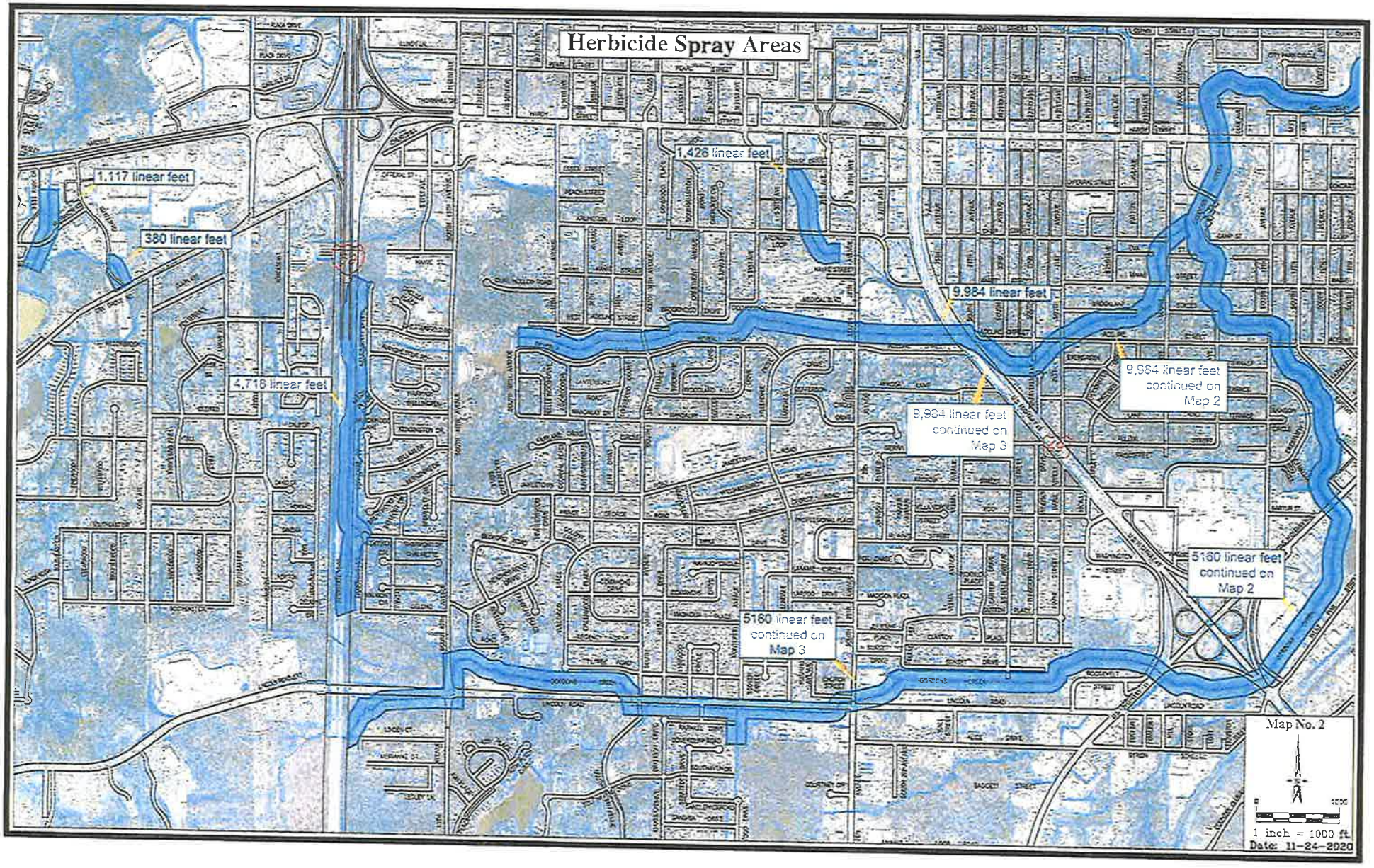
CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton/s/
CITY CLERK

(S E A L)

Publish 3/9/2023 &3/16/2023.


Herbicide Spray Areas
422 linear feet
454 linear feet
878 linear feet
4709 linear feet
369 linear feet
8,155 linear feet
3,750 linear feet
2,073 linear feet
Map No. 1
0
1000
1 inch = 1000 ft.
Date: 11-24-2020


Herbicide Spray Areas
1,117 linear feet
380 linear feet
4,716 linear feet
1,426 linear feet
9,984 linear feet
9,984 linear feet continued on Map 3
9,984 linear feet continued on Map 2
5160 linear feet continued on Map 3
5160 linear feet continued on Map 2
Map No. 2
1 inch = 1000 ft.
Date: 11-24-2020

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc: **Ronnie Perkins, Director of Public Works**

Date: **Tuesday, April 16, 2024**

Re: **Acknowledge bids received on April 4, 2024, for one(1) or more 28 cubic yard Grapple Truck for the Public Works Department and accept the bid of Sansom Equipment as the best and lowest bid.**
File Number: 2024-113
Minute Book #

Summary
Bids received on 4/4/2024 for one or more 28 cubic yard grapple truck(s) and accepting the bid of Sansom Equipment.

Recommendation Statement

Please place this on the April 16, 2024 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*

April 10, 2024

Mr. Kermis Eaton
City Clerk/Tax Division
City of Hattiesburg

Mr. Eaton

In accordance with the bid process, Sansom Equipment was awarded the bid for the lowest bids of the 28 cubic yard grapple truck and for the 24-yard automated side loading truck. I would like to recommend that the Public Works Sanitation Division accept the bid from Sansom.

Yours in Service,

Charles Page, Dep. Director
Hattiesburg Sanitation Division

CITY OF HATTIESBURG
Grapple Truck and Refuse Truck
Reverse Auction Bid Tabulation

Reverse Auction Start Date / Time	Apr 04, 2024 10:00 AM US/Central
Reverse Auction End Date / Time	Apr 04, 2024 10:30 AM US/Central

LOW BID SUMMARY

One (1) or more 28 Cubic Yard Grapple Truck (Per Specs)

Company	Bid Amount	Bidding Time	Delivery Lead TIme
Sansom Equipment	$235,000.00	10:23:45 AM	30 days
Burroughs Companies	$249,995.00	10:20:05 AM	250 days
Truckworx-Kenworth	$271,000.00	10:02:57 AM	90 business days

24 Yard Automated Side Loading Refuse Collection Garbage Truck

Company	Bid Amount	Bidding Time	Delivery Lead TIme
Sansom Equipment	$330,000.00	10:23:30 AM	180
Truckworx-Kenworth	$341,770.00	10:08:01 AM	180 days

FULL BID HISTORY

One (1) or more 28 Cubic Yard Grapple Truck (Per Specs)

Company	Bid Amount	Bidding Time	Delivery Lead TIme
Sansom Equipment	$235,000.00	10:23:45 AM	30
Burroughs Companies	$249,995.00	10:20:05 AM	250
Burroughs Companies	$250,800.00	10:19:11 AM	250
Burroughs Companies	$251,800.00	10:18:43 AM	250
Burroughs Companies	$253,000.00	10:18:21 AM	250
Burroughs Companies	$255,000.00	10:18:09 AM	250
Burroughs Companies	$256,500.00	10:16:58 AM	250
Burroughs Companies	$257,500.00	10:16:24 AM	250
Sansom Equipment	$245,000.00	10:15:48 AM	30
Sansom Equipment	$258,000.00	10:15:10 AM	30
Burroughs Companies	$259,000.00	10:14:53 AM	250
Burroughs Companies	$261,000.00	10:14:16 AM	250
Burroughs Companies	$263,000.00	10:14:01 AM	250
Sansom Equipment	$260,000.00	10:04:33 AM	30
Truckworx-Kenworth	$271,000.00	10:02:57 AM	90 business days
Burroughs Companies	$265,000.00	10:01:50 AM	250

FULL BID HISTORY

24 Yard Automated Side Loading Refuse Collection Garbage Truck

Company	Bid Amount	Bidding Time	Delivery Lead TIme
Sansom Equipment	$330,000.00	10:23:30 AM	180
Truckworx-Kenworth	$341,770.00	10:08:01 AM	180 days
Truckworx-Kenworth	$342,770.00	10:07:24 AM	180 days
Sansom Equipment	$340,000.00	10:06:56 AM	180
Sansom Equipment	$345,000.00	10:06:46 AM	180
Sansom Equipment	$350,000.00	10:06:20 AM	180
Truckworx-Kenworth	$343,770.00	10:02:57 AM	180 days

Memorandum

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

From: **Kermas Eaton, City Clerk**

cc: **Ronnie Perkins, Director of Public Works**

Date: **Tuesday, April 16, 2024**

Re: **Acknowledge bids received on April 4, 2024, for one (1) or more 24 yard automated side loading refuse collection garbage truck for the Public Works Department and accept the bid of Sansom Equipment as the best and lowest bid.**
File Number: 2024-114
Minute Book #

Summary
Bids for one or more 24 yard automated side loading refuse collection garbage truck; accepting the bid of Sansom Equipment.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

CITY OF HATTIESBURG
Grapple Truck and Refuse Truck
Reverse Auction Bid Tabulation

Reverse Auction Start Date / Time	Apr 04, 2024 10:00 AM US/Central
Reverse Auction End Date / Time	Apr 04, 2024 10:30 AM US/Central

LOW BID SUMMARY

One (1) or more 28 Cubic Yard Grapple Truck (Per Specs)

Company	Bid Amount	Bidding Time	Delivery Lead TIme
Sansom Equipment	$235,000.00	10:23:45 AM	30 days
Burroughs Companies	$249,995.00	10:20:05 AM	250 days
Truckworx-Kenworth	$271,000.00	10:02:57 AM	90 business days

24 Yard Automated Side Loading Refuse Collection Garbage Truck

Company	Bid Amount	Bidding Time	Delivery Lead TIme
Sansom Equipment	$330,000.00	10:23:30 AM	180
Truckworx-Kenworth	$341,770.00	10:08:01 AM	180 days

FULL BID HISTORY

One (1) or more 28 Cubic Yard Grapple Truck (Per Specs)

Company	Bid Amount	Bidding Time	Delivery Lead TIme
Sansom Equipment	$235,000.00	10:23:45 AM	30
Burroughs Companies	$249,995.00	10:20:05 AM	250
Burroughs Companies	$250,800.00	10:19:11 AM	250
Burroughs Companies	$251,800.00	10:18:43 AM	250
Burroughs Companies	$253,000.00	10:18:21 AM	250
Burroughs Companies	$255,000.00	10:18:09 AM	250
Burroughs Companies	$256,500.00	10:16:58 AM	250
Burroughs Companies	$257,500.00	10:16:24 AM	250
Sansom Equipment	$245,000.00	10:15:48 AM	30
Sansom Equipment	$258,000.00	10:15:10 AM	30
Burroughs Companies	$259,000.00	10:14:53 AM	250
Burroughs Companies	$261,000.00	10:14:16 AM	250
Burroughs Companies	$263,000.00	10:14:01 AM	250
Sansom Equipment	$260,000.00	10:04:33 AM	30
Truckworx-Kenworth	$271,000.00	10:02:57 AM	90 business days
Burroughs Companies	$265,000.00	10:01:50 AM	250

FULL BID HISTORY

24 Yard Automated Side Loading Refuse Collection Garbage Truck

Company	Bid Amount	Bidding Time	Delivery Lead TIme
Sansom Equipment	$330,000.00	10:23:30 AM	180
Truckworx-Kenworth	$341,770.00	10:08:01 AM	180 days
Truckworx-Kenworth	$342,770.00	10:07:24 AM	180 days
Sansom Equipment	$340,000.00	10:06:56 AM	180
Sansom Equipment	$345,000.00	10:06:46 AM	180
Sansom Equipment	$350,000.00	10:06:20 AM	180
Truckworx-Kenworth	$343,770.00	10:02:57 AM	180 days

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*

April 10, 2024

Mr. Kermis Eaton
City Clerk/Tax Division
City of Hattiesburg

Mr. Eaton

In accordance with the bid process, Sansom Equipment was awarded the bid for the lowest bids of the 28 cubic yard grapple truck and for the 24-yard automated side loading truck. I would like to recommend that the Public Works Sanitation Division accept the bid from Sansom.

Yours in Service,

Charles Page, Dep. Director
Hattiesburg Sanitation Division

Memorandum

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

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

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, April 16, 2024**

Re: **Acknowledge no proposals were received on April 4, 2024, for the Non-Congregate Shelter: Property Acquisition/ Rehabilitation and authorize re-advertisement of same.**
File Number: 2024-107
Minute Book #

Summary
Authorize publication of a Request for Proposals as a result of the Needs Assessment and Gap Analysis conducted for the development of the City's HOME-ARP Allocation Plan resulting in the acquisition/rehabilitation of Non-Congregate Shelter.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.

City of Hattiesburg

2024 Request for Proposals
Non-Congregate Shelter: Property Acquisition/Rehabilitation

City of Hattiesburg
Department of Urban Development
Community Development Division (CDD)
200 Forrest Street
Hattiesburg, MS 39401

CITY OF HATTIESBURG
2024 Request for Proposal
Non-Congregate Shelter: Property Acquisition/Rehabilitation

Introduction:

This Request for Proposal (RFP) is seeking applications from agencies interested in providing property acquisition and/or development of a non-congregate shelter with program operations and supportive services with on-site behavioral health resources, for single adults and couples who are experiencing brief or extended periods of chronic homelessness. The City of Hattiesburg may offer up to $914,161.40, towards property acquisition and/or development.

Property acquisition and/or site development is defined as an applicant that:

- Purchases, owns or has access to property that meets the City of Hattiesburg Site and Code Requirements and must maintain site control by the grantee for a minimum of 10 years from the date of final payment and be used for the same purpose expressed in your application and/or contract for this RFP; and
- Interest and/or experience developing property and setting up non-congregate shelter options such as modular, pods, pallets or tiny house dwellings.

The intent of the City of Hattiesburg Based Non-Congregate Shelter RFP is to:

- Help people experiencing unsheltered homelessness in the city of Hattiesburg to quickly find safe alternatives to the streets and encampments through an investment in non-congregate shelter dwelling(s) that focus on rapid exits to permanent housing; and
- Promote system transformation to rapidly exit those served from non-congregate shelter to permanent housing.

Completed applications will be reviewed by a rating team composed of community members, subject matter experts (SME's), and designated CoH employees.

Submittal Instructions

Applications will be rated on the information requested in this RFP, and any clarifying information requested by CoH. Answer each section completely. Do not include additional agency cover letters or brochures with your application. Applications that do not follow the required format may not be rated.

Required format:
• Typed and formatted to letter-size (8 ½ x 11-inch) paper;
• Use one-inch margins, single spacing, and minimum size 11-point font;
• Convert each narrative into a PDF file before submission CoH; and
• Sections A-E shall not be longer than 9 pages per program area (requested attachments will not count towards the page limit).

Questions & Rating Criteria

Write a narrative response to sections A – E. Answer each section completely according to the questions. Do not exceed a total of 9 pages for sections A – E combined (Section F, Attachment 2. does not count towards page limit). Applications will be rated out of 100 points for the following criteria:

A. AGENCY EXPERIENCE (30 points)

1. Tell us about your agency's history, experience, interest, and the current work you do related to each of your selected program categories, and how you plan it will lead to exits to permanent housing What is your program's current or proposed land acquisition and/or development model? What features do you propose are needed for the acquisition, design and/or development of a safe, secure, and sanitary non-congregate setting?
3. What is the anticipated total square footage/acreage, number of individual non-congregate dwellings and anticipant number of people housed?
4. Describe how your agency will ensure necessary COVID-19 safety protocols are in place during the acquisition, design and/or development of your selected program categories.
5. Describe how your agency will ensure a customer-centered approach to the acquisition, design and/or development of this RFP?
6. How many homeless clients has your program officially served?

Please provide how your agency measures positive outcomes and effectiveness among homeless (*or unhoused?*) individuals in its current programs; this could include housing numbers, income increases, or rates of recidivism. Please help us understand your organization's efforts in supporting and empowering individuals to transition out of homelessness. In your answer, please address the following inquiries:

- What is the average time spent with your organization's current and previous clients?
- How many individuals that have exited your current program(s) are working 30+ hours a week?
- How many individuals that have exited your program have been reunited (or simply united) with healthy support systems (family, friends, other loved ones)?
- How has your organization worked to limit returns to homelessness within a year of exiting your current programs?
- How well does your current case management produce transformational changes where individuals are able to live independently?

Rating Criteria - A strong application meets all the criteria below.

• Applicant demonstrates experience and understanding of the core components of their selected program area(s) including an understanding and connection to the unique needs of people experiencing unsheltered homelessness in Hattiesburg.
• Applicant has a logical, thorough plan to erect and/or support non-congregate shelter which accommodate people with various needs and abilities.
• Applicant proposes to build LEED certified dwellings.
• Applicant provides detail about land size, number of dwellings, and number of people housed.
• Experience reflects history with acquiring and/or building structures that are focused on helping individuals gain safety, improve health, and/or address barriers to securing housing.
• Applicant plans to acquire and/or develop dwellings with necessary operations and service delivery to in mind which meet the Mississippi Department of Health COVID-19 Standards.

B. STAFFING (20 points)

1. Describe the staff who will have a significant role in designing, delivering, and evaluating

each program category of interest. What will they be responsible for doing? Describe how your staffing model provides accessible and culturally relevant physical and design for its residents.
2. How will you build the leadership capacity of BIPOC and or other historically marginalized individuals (LGBTQ, people living with disabilities, women, etc.) within your organization?

Rating Criteria - A strong application meets all the criteria below.

• Staff positions and qualifications are designed to meet the needs of the program categories of interest.
• Applicant has a plan to build leadership capacity of their BIPOC and or other historically marginalized staff.

C. RACIAL EQUITY (10 points)

1. Describe how your agency supports and empowers low-income Black, Indigenous and People of Color (BIPOC) communities who have historically experienced systemic oppression.
2. Describe how your agency supports and empowers the LGBTQ community, people living with disabilities, women, immigrants/refugees, and people with limited English proficiency who have historically experienced systemic oppression.

Rating Criteria - A strong application meets all the criteria below.

• Applicant has a strong history and experience working with and supporting low income BIPOC communities and individuals impacted by institutional racism. Applicant understands the historical and systemic nature of racism and other forms of systemic oppression and proposes ways to undo these processes within their proposed program categories.

D. PARTNERSHIPS (15 points)

1. Describe if and how you will partner with people experiencing homelessness, other community
members, and/or other agencies to execute the proposed program categories. What role do they play in planning, implementation, and evaluation of your work?

Rating Criteria - A strong application meets all the criteria below.

• Applicant clearly describes who and how they will partner with people experiencing homelessness, other community members and agencies in planning, implementation, and evaluation.

E. DATA AND FISCAL MANAGEMENT (15 points)

1. Describe your agency's experience completing real estate transactions and/or obtaining build permits and following regulations.
2. Describe how your agency manages finances, including any financial systems you use. Are you
financially able to provide services and submit invoices for **reimbursement** in a timely manner?
3. Will your organization be able to provide copies of accurate project records, Purchase and Sales Agreements, Deeds of Trust, and/or permits pertaining to each program category your proposing?

Rating Criteria - A strong application meets all the criteria below.

• Applicant has previous experience in real estate and/or obtaining permits and other development requirements.
• Applicant adequately describes its revenue, financial health, and financial management system.
• Applicant can execute its proposed proposal and submit invoices for reimbursement, without funds upfront.
• Applicant has a fiscal management system which maintains checks and balances and follows Generally Accepted Accounting Principles to safeguard all funds that may be awarded under the terms of this funding opportunity. If applicant lacks fiscal management capabilities, applicant identifies its fiscal

sponsor.
• Applicant can provide all real estate and development documents needed to comply with funder requirements.

F. BUDGET (10 POINTS)
Complete the Proposed Program and Personnel Budget (Attachments 2, tabs 1 & 2) for each program area you are applying for. Do not provide your total group or organization's budget. Costs should reflect the proposed activities. Budgets will not count toward the 9-page limit.

Deadline & Completed Application Requirements

Application Submittal
1. A completed and signed Application Cover Sheet (Attachment 1).
2. The application must include:
a. A completed narrative response to sections A. – E. (Section F does not count towards the 9-page limit).
b. If you are proposing a partnership or subcontract with another agency, attach a signed letter of commitment from that agency's Director or other authorized representative.
c. List of Board of Directors names and last three meeting minutes.

Applications may be mailed or hand delivered to City of Hattiesburg City Clerk, 200 Forrest Street, Hattiesburg, MS 39401. Applications are due by **Thursday, May 16, 2024, at 10:00AM CST.**

The City of Hattiesburg reserves the right to deny any applications submitted after the stated deadline.

Checklist

2024 City of Hattiesburg Non-Congregate Shelter RFP
Property Acquisition/Rehabilitation

This checklist is to help you ensure your application is complete prior to submission, and to verify City of Hattiesburg's expectations. Please do not submit this form with your application.

HAVE YOU…

☐ **Completed and signed the 1-page Application Cover Sheet? (Attachment 1)***
• If your application names specific partner agencies, representatives from these agencies must also sign the application cover sheet.
☐ **Completed each section of the Narrative response?**
• Must not exceed 9 pages (8 ½ x 11), single spaced, size 11 font, with 1-inch margins.
• Page count does not include the required forms and supporting documents requested in this funding opportunity.
• A completed narrative response addresses the following:
☐ AGENCY EXPERIENCE (30 points)
☐ STAFFING (20 points)
☐ RACIAL EQUITY (10 points)
☐ PARTNERSHIPS (15 points)
☐ DATA & FISCAL MANAGEMENT (15 points)
☐ BUDGET (10 points)
Attached the following supporting documents?*
☐ Roster of current Board of Directors
☐ Minutes from your agency's last three Board of Directors meetings
☐ **If you are proposing a significant collaboration with another agency, have you attached a signed letter of intent from that agency's Director or other authorized representative? ***

**These documents do not count against the 9-page limit for the proposal narrative section.*

All applications are due to the City of Hattiesburg, City Clerk, 200 Forrest Street, 2ND Floor, Hattiesburg, MS, 39401, Thursday, May 16, 2024, at 10:00AM CST.

ATTACHMENTS

Attachment 1 – Application Cover Sheet

Attachment 2 – Proposed Program Budget &
Proposed Personnel Detail Budget

APPLICATION COVER SHEET	
1. Application Program Categories (check all that apply):	☐ Land Acquisition & Rehabilitation ☐ Land Acquisition Only ☐ Rehabilitation Only
2. Current Households Served (check all that apply):	☐ Single Adults ☐ Couples ☐ Both
3. Proposed Location(s) within the City limits of Hattiesburg	
4. Applicant Agency:	
5. Agency Executive Director:	
6. Agency Primary Contact: Name: Title: Address: Email: Phone:	
7. Organization Type: ☐ Non-Profit ☐ For Profit ☐ Public Agency ☐ Other (Specify):	
8. Federal Tax ID or EIN: 9. DUNS#	
10. MS Business License#:	
11. Partner Agency (if applicable): Contact Name: Title: Address: Email: Phone: Description of partner agency proposed activities: Signature of partner agency representative: Date:	

Authorized physical signature of applicant/lead agency

To the best of my knowledge and believe, all information in this application is true and correct. The document has been duly authorized by the governing body of the applicant who will comply with all contractual obligations if the applicant is awarded funding.

Name and Title of Authorized Representative:

Attachment # 2

2024 City of Hattiesburg Non-Congregate Shelter RFP
Proposed Program Budget

Applicant Agency Name:	
Proposed Program Name:	

	Amount by Fund Source				
Item	**Requested**	**Other1**	**Other1**	**Other1**	**Total Project**
1000 - PERSONNEL SERVICES					$ -
1300 Fringe Benefits					$ -
1400 Other Employee Benefits2					$ -
SUBTOTAL - PERSONNEL	$ -	$ -	$ -	$ -	$ -
2000 - 4000 - SUPPLIES, OTHER SERVICES & CHARGES 2000 Real Property Purchase					$ -
2100 Office Supplies					
2200 Operating Supplies3					$ -
2300 Repairs & Maintenance					$ -
3100 Expert & Consultant Services4					$ -
3140 Contractual Employment5					$ -
3150 Data Processing					$ -
3190 Other Professional Services6					$ -
3210 Telephone					$ -
3220 Postage					$ -
3300 Automobile Expense					$ -
3310 Convention & Travel					$ -
3400 Advertising					$ -
3500 Printing & Duplicating					$ -
3600 Insurance					$ -
3700 Public Utility Services					$ -
3800 Repairs & Maintenance					$ -
3900 Rentals - Buildings					$ -
Rentals - Equipment					$ -
4210 Education Expense					$ -
4290 Other Miscellaneous					$ -
4999 Indirect Facilities and					$ -
SUBTOTAL - SUPPLIES, OTHER	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENDITURES	$ -	$ -	$ -	$ -	$ -

[1] Identify specific funding sources included under the "Other" column(s) above:	
	$
	$
	$
	$
Total	**$**

[2] Other Employee Benefits - Itemize below (No Not Include Office Supplies):	
	$
	$
	$
	$
Total	**$**

[3] Operating Supplies - Itemize below (Do Not Include Office Supplies):	
	$
	$
	$
	$
Total	**$**

[4] Expert & Consultant Services - Itemize below:	
	$
	$
	$
	$
Total	**$**

[5] Contractual Employment - Itemize below:	
	$
	$
	$
	$
Total	**$**

[6] Other Professional Services- Itemize below:	
	$
	$
	$
	$
Total	**$**

[7] Other Miscellaneous Expenses - Itemize below:	
	$
	$
	$
	$
Total	**$**

[8] Indirect Facilities and Administration	
	$
	$
	$
	$
Total	**$**

[8] Indirect Facilities and Administration (F&A) Costs - Those costs referred to as overhead, overhead costs, or administrative costs. These are actual costs incurred to conduct the normal business activities of an organization and are not readily identified with or directly charged to a program, making it difficult to precisely assess each user's share. Those Indirect F&A expenses include:

- •General Administration
- •Departmental Administration
- •Operation and Maintenance
- •Building and Equipment Depreciation Non-Capitalized Interest
- •Non-Capitalized Interest

Does the agency have a federally approved rate? ☐ Yes ☐ No

If yes, provide the rate: ☐

Attachment #2

2024 City of Hattiesburg Non-Congregate Shelter RFP
Proposed Personnel Detail Budget

Applicant Agency Name:	
Proposed Program Name:	

Agency's Full-Time Equivalent (FTE) =			hours/week		Amount by Fund Source(s)				
Position Title	**Staff Name**	**FTE**	**# of Hours**	**Hourly**	**Requested HSD**	**Other Fund**	**Other Fund**	**Other Fund**	**Total Program**
									$ -
									$ -
									$ -
									$ -
									$ -
									$ -
Subtotal - Salaries & Wages					$ -	$ -	$ -	$ -	$ -
Personnel Benefits:									
FICA									$ -
Pensions/Retirement									$ -
Industrial Insurance									$ -
Health/Dental									$ -
Unemployment Compensation									$ -
Other Employee Benefits									$ -
Subtotal - Personnel Benefits:					$ -	$ -	$ -	$ -	$ -
TOTAL PERSONNEL COSTS (SALARIES & BENEFITS):					$ -	$ -	$ -	$ -	$ -

REQUEST FOR PROPOSAL

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Statements of Qualifications until 10:00 A.M., Thursday, May 16, 2024, in the City Clerk's Office in the City Hall for the following:

2024 Request for Proposal
Non-Congregate Shelter: Property Acquisition/Rehabilitation

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 Proposal-HOME-ARP Non-Congregate Shelter**" and the **DATE OF BID OPENING: Thursday, May 16, 2024.**

All complete applications meeting the established criteria will be reviewed and selection by the HOME-ARP Selection Committee, consisting of community members, current homeless service providers, and City of Hattiesburg Employees.

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 16th day of April 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

PUBLISH Twice in the Non-Legal Section: Thursday, April 25, 2024 & May 2, 2024

Memorandum

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

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

cc: **Kermas Eaton, City Clerk**

Date: **Tuesday, April 16, 2024**

Re: **Approve the 2022 Consolidated Annual Performance Evaluation Report (CAPER) for the City of Hattiesburg and authorize submission to the US Department of Housing and Urban Development**
File Number: 2024-105
Minute Book #

Summary
Approve the 2022 Consolidated Annual Performance Evaluation Report (CAPER) for the City of Hattiesburg and authorize submission to the US Department of Housing and Urban Development

Recommendation Statement
I recommend approval of this item

Please place this on the April 16, 2024 City Council meeting for consideration.

City of Hattiesburg

2022 Consolidated Annual Performance and Evaluation Report (CAPER)



Presented to the U.S. Department of Housing and Urban Development
City of Hattiesburg
Department of Urban Development
Community Development Division (CDD)
200 Forrest Street
Hattiesburg, MS 39401

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan. 91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

The 2022 CAPER describes the results of activities undertaken and completed by and through the City of Hattiesburg's Community Development Division to produce the outcomes identified in the 2022 Annual Action Plan for the period of January 1, 2022 - December 31, 2022. This is the final CAPER for the 2018-2022 Consolidated Plan.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.

Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Down Payment Assistance	Affordable Housing	HOME: $	Homeowner Housing Added	Household Housing Unit	0	0				
Down Payment Assistance	Affordable Housing	HOME: $	Direct Financial Assistance to Homebuyers	Households Assisted	10	1	10.00%			
Economic Development	Non-Housing Community Development	CDBG: $	Jobs created/retained	Jobs	3	0	0.00%			

Economic Development	Non-Housing Community Development	CDBG: $	Businesses assisted	Businesses Assisted	3	0	0.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: $ / HOME: $	Rental units rehabilitated	Household Housing Unit	2	2	100.00%	1	0	0.00%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: $ / HOME: $	Homeowner Housing Added	Household Housing Unit	4	0	0.00%			
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: $ / HOME: $	Homeowner Housing Rehabilitated	Household Housing Unit	50	70	140.00%	23	57	247.83%
Housing Programs (including Affordable Housing)	Affordable Housing	CDBG: $ / HOME: $	Other	Other	0	0		17	0	0.00%
Public Facilities	Non-Housing Community Development	CDBG: $ / HOME: $ / CDBG-CV: $	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	1	0	0.00%			

Public Services	Non-Homeless Special Needs Non-Housing Community Development	CDBG: $ / HOME: $ / CDBG-CV: $	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	0	0				

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

All CDBG and HOME funds expended were directed toward addressing the priorities and objectives identified in the City's Annual Action Plan and Consolidated Plan. Concentration on housing needs continues to be the highest priority. These priority needs are: substantial rehabilitation of owner-occupied units, basic rehabilitation/emergency repairs, downpayment assistance, and development of new affordable housing through one or more of the City's CHDOs. Despite the challenges faced, The City successfully completed 57 emergency roof repairs. The City continues to work toward reviving the Facade and Microenterprise Programs to promote economic development.

The City continues to suffer from engaging qualified contractors to participate in the Ctiy's programming, as well as the increased costs of construction materials.

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted). 91.520(a)

	CDBG	HOME
White	0	0
Black or African American	65	1
Asian	0	0
American Indian or American Native	0	0
Native Hawaiian or Other Pacific Islander	0	0
Total	**65**	**1**
Hispanic	0	0
Not Hispanic	65	1

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

The data captured reflects individuals benefitting from the successful Emergency Roof Repair Initiative, a program implemented to quickly address needed roof repairs for eligible households, expend CDBG funds, while continuing the pursuit of eligible contractors to participate in the City's home-owner rehabilitation program. The City anticipates an ongoing Emergency Roof Repair Initiative program due to its immense success.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG	public - federal	1,188,786	662,704
HOME	public - federal	1,094,974	40,313

Table 3 - Resources Made Available

Narrative

Programs undertaken in 2022 included activities eligible citywide; including homeowner occupied rehabilitation, emergency repair, and direct assistance to a homebuyer, via down payment assistance.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Citywide	100	100	
FACADE			
Low/Mod Census Tracts			

Table 4 – Identify the geographic distribution and location of investments

Narrative

The geographic distribution and allocation of of investments are within the city limits of Hattiesburg.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

While the City of Hattiesburg is not required to match CDBG or HOME funds from a compliance standpoint, the city highly values the network of other local agencies with similar community development objectives. Sometimes these organizations seek to use our funds to leverage other financial resources. In 2022, the City was challenged to meet CDBG Timeliness, and created the Emergency Roof Repair Initiative, that positioned the City to meet it's Timeliness requirement, while successfully completing 57 roof repairs.

Fiscal Year Summary – HOME Match	
1. Excess match from prior Federal fiscal year	0
2. Match contributed during current Federal fiscal year	0
3. Total match available for current Federal fiscal year (Line 1 plus Line 2)	0
4. Match liability for current Federal fiscal year	0
5. Excess match carried over to next Federal fiscal year (Line 3 minus Line 4)	0

Table 5 – Fiscal Year Summary - HOME Match Report

Match Contribution for the Federal Fiscal Year								
Project No. or Other ID	Date of Contribution	Cash (non-Federal sources)	Foregone Taxes, Fees, Charges	Appraised Land/Real Property	Required Infrastructure	Site Preparation, Construction Materials, Donated labor	Bond Financing	Total Match

Table 6 – Match Contribution for the Federal Fiscal Year

HOME MBE/WBE report

Program Income – Enter the program amounts for the reporting period				
Balance on hand at beginning of reporting period $	Amount received during reporting period $	Total amount expended during reporting period $	Amount expended for TBRA $	Balance on hand at end of reporting period $
0	0	0	0	0

Table 7 – Program Income

Minority Business Enterprises and Women Business Enterprises – Indicate the number and dollar value of contracts for HOME projects completed during the reporting period						
	Total	**Minority Business Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Contracts						
Dollar Amount	0	0	0	0	0	0
Number	0	0	0	0	0	0
Sub-Contracts						
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

	Total	**Women Business Enterprises**	**Male**
Contracts			
Dollar Amount	0	0	0
Number	0	0	0
Sub-Contracts			
Number	0	0	0
Dollar Amount	0	0	0

Table 8 - Minority Business and Women Business Enterprises

Minority Owners of Rental Property – Indicate the number of HOME assisted rental property owners and the total amount of HOME funds in these rental properties assisted						
	Total	**Minority Property Owners**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Dollar Amount	0	0	0	0	0	0

Table 9 – Minority Owners of Rental Property

Relocation and Real Property Acquisition – Indicate the number of persons displaced, the cost of relocation payments, the number of parcels acquired, and the cost of acquisition		
Parcels Acquired	0	0
Businesses Displaced	0	0
Nonprofit Organizations Displaced	0	0
Households Temporarily Relocated, not Displaced	0	0

Households Displaced	**Total**	**Minority Property Enterprises**				**White Non-Hispanic**
		Alaskan Native or American Indian	**Asian or Pacific Islander**	**Black Non-Hispanic**	**Hispanic**	
Number	0	0	0	0	0	0
Cost	0	0	0	0	0	0

Table 10 – Relocation and Real Property Acquisition

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	0	0
Number of Non-Homeless households to be provided affordable housing units	23	0
Number of Special-Needs households to be provided affordable housing units	0	0
Total	**23**	**0**

Table 11 – Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	0	0
Number of households supported through The Production of New Units	0	0
Number of households supported through Rehab of Existing Units	22	0
Number of households supported through Acquisition of Existing Units	1	0
Total	**23**	**0**

Table 12 – Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's Community Development Division continues to experience staff turnover. Goals are set taking into consideration a certain unknown in the number of applications the City may receive for Down Payment Assistance or in the type of CHDO projects that may come forward in the application process. Goals are conservative in areas other than rehabilitation of existing units, because the City wishes to create the opportunity for various types of valuable activities and outcomes rather than limit possibilities via Action Plan.

Discuss how these outcomes will impact future annual action plans.

Rehabilitation activities are continue to be under re-consideration for the 2023 Annual Action Plan due to the challenges the City continues to face in expanding the pool of qualified contractors ableto produce quality work. As mentioned, the success of the Emergency Roof Repair Initiative program will continue while the City continues its efforts to engage qualified contractors to effectively resume rehabilitation activities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Households Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	57	0
Moderate-income	0	0
Total	**57**	**0**

Table 13 – Number of Households Served

Narrative Information

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pinebelt Coalition on Homelessness, formed in partnership with the city, local providers and homeless advocates, continue to work to impact homeless individuals through a number of positive ways. The network has increased knowledge of services available which in turn allows agencies, the faith community, and advocates to concentrate on how a specific individual can be uplifted. The Coalition acts as the regional committee for the Balance of State Continuum of Care (CoC) and as such, coordinating the annual Point In Time (PIT) homeless count for the area. Additionally, surveys are conducted with detailed questions regarding the variety of services accessed, needed, or denied. The Pinebelt Coalition leadership uses this valuable information to feed advocacy and awareness. Each agency providing service in the Hattiesburg area is linked to Mississippi United to End Homelessness (Balance of State) which is continuing to work toward a coordinated system of referrals. The members of the Pinebelt Coalition advocate for funding that will help move homeless persons into housing quickly through the CoC Rapid Re-housing Program and other funding mechanisms. The Salvation Army's Emergency Shelter has been renovated but has not resumed Emergency Shelter operations following the destruction of the January 2017 tornado. Community survey feedback, along with the needs assessment/gap analysis conducted for the City's HOME-ARP Allocation Plan, support the establishement of non-congregrate shelter to aid in addressing the needs of homeless persons in the community.

Members of the PCoH include agencies that represent a broad continuum of services – emergency shelter, day shelter, food kitchens, faith-based, transitional shelter, disabled services, veterans' housing, domestic violence shelter, healthcare, and permanent supportive housing. Each agency through the Coalition is connected to what is available and what is not. Annual awareness events such as Veteran's Stand Down and Homeless Memorial by the Coalition members provide continuing access to homeless persons and those at high risk of being homeless.

Addressing the emergency shelter and transitional housing needs of homeless persons

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that

address housing, health, social services, employment, education, or youth needs

In 2013, the City entered into an agreement with a subrecipient to develop permanent supportive housing in Hattiesburg, and anticipates renewing the agreement. Additionally, the City entered into various subrecipient agreements with non-profits providing services for the homeless (or those at risk) and other special needs populations, which can serve both an immediate basic need such as food or shelter, as well as supportive services that may help prevent individuals and families from becoming homeless again.

The project stalled due to funding and environmental concerns, however the City has worked with the subrecipient agency and environmental consultant to address the environmental concerns raised this year. City anticipates a favorable ruling, which will position the subrecipient to pursue additional funding to complete the supportive housing renovation.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Continuum of Care (CoC), and its respective agencies are well tuned in with the needs of the homeless community and coordinates to the extent feasible, given limited resources, to identify and serve individuals that may be discharged from publicly funded institutions. Since 2013, there has not been one case of a publicly funded shelter for the chronically homeless.

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

The Hattiesburg Housing Authority (HHA) identified the need to substantially rehabillitate one of it's properties. A property that has not seen any major rehabilitation since construction in 1942. The City of Hattiesburg is committed to assisting and involved in ongoing discussions with the HHA, to partner in an effort to substantially rehabilitate these affordable units.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

The City of Hattiesburg attends the quarterly Resident Advisory Council meetings of the Housing Authority. The Housing Authority works closely with PRVO, The First Bank and other lending institutions in promoting home ownership. The City of Hattiesburg will provide information and promotions related to the Down Payment Assistance Program to Housing Authority residents via distribution of flyers, monthly resident meetings, and the quarterly RAC meetings.

Actions taken to provide assistance to troubled PHAs

The Hattiesburg Housing Authority is not a "troubled" PHA.

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

The City's zoning ordinance and related regulations are conducive to affordable housing development. As public policies are concerned, the only notable barrier to affordable housing is developing within flood zones where FEMA regulations create limitations on the value and costs of rehabilitation that can take place on existing structures and requirements found at 40 CFR and 24 CFR part 58 often resulting in the inability of the city to provide service to those who ironically have the greatest need. Historically, new affordable housing has not been created in flood zones when using CDBG or HOME funds because of the challenges of meeting the development requirements. The City has communicated to partner agencies and CHDOs that such new developments are possible given compliance with certain development and insurance requirements.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

Funding awarded to the City via the American Rescue Plan (HOME-ARP), proposes to address underserved needs of qualifying populations based on collaboration with the CoC and results of a needs assessment/gap analysis. The results of the analysis supports the establishment of a non-congregrate shelter. The City's HOME-ARP Allocation Plan has been submitted, and upon HUD approval, the City will move forward to be independently performed.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City was awarded grant funding from the Office of Lead Hazard Control and Healthy Homes to help mitigate the expense for lead remedition or implementation of interim controls for households with children under age six with elevated blood lead levels (EBLL) and the elderly. Since implementation of LeadSafe Hattiesburg, the program has been challenged with eligible househollds completing required documentation. To combat, LeadSafe Hattiesburg has partnered with Environmetal Protection Agency (EPA) and Mississippi Department of Environmental Quality (MDEQ), to train community members on the hazards of lead and assist with community education and outreach.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

The City continues its partnership with Breakthrough Community Services and Habitat for Humanity to identify families and individuals in poverty and/or those without the means to make emergency repairs to their homes. The Pinebelt Coalition on Homelessness carries on administering its meal program for LMI and disabled persons. The Domestic Abuse Family Shelter, continues to house and provide supportive services to victims of domestic violence. The AIDS Services Coalition is continuing its mission

to provide housing, nutrition, and other supportive services to those living with HIV/AIDS.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City has recently resumed participation in the quarterly CRA Advisory Board meetings, paused due to COVID-19, as well as quarterly Housing Roundtables through which different housing and social service organizations collaborate to address housing challenges.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The City recognizes the important and critical aspect of enhancing coordination between public and private housing and social service agencies. In the past, the City has hosted a series of town hall meetings in neighborhoods throughout the city including directors from various city departments as well as the Mayor's office. The Administration and Urban Development in particular have regular contact with the larger property manager firms in the city. These activities and relationships have created opportunities in which referrals for service(s) or other appropriate introductions can be made. The City has transitioned back to in-person public hearings for the Community Development Division.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City has partnered with the Mississippi Home Corporation and other Entitlements and PHA's in the state to conduct and prepare a joint and collaborative Analysis of Impediments completed mid-2019.

The City has required beneficiaries of the Downpayment Assistance program to take a homebuyer education course prior to approval for an award since 2018 and will continue the practice. CDBG and HOME Programs continue to focus most of its resources on housing programs; emergency repairs and homeowner occupied rehabilitation; addressing code compliance and the lack of code standard housing to the greatest extent possible; some of the City's partner agencies continue to offer credit counseling and homebuyer education, thereby addressing credit worthiness and fair housing education.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

Each year the City monitors any subrecipient and CHDO that had open and active agreements with the City of Hattiesburg in the course of that year. In 2022, that included monitoring both Breakthrough Community Services related to a subrecipient agreement for Emergency Repair of homeowner-occupied housing and also monitoring Breakthrough Community Services as it related to CHDO agreements active in 2020. City staff contacts organizations in need of monitoring at least a couple of weeks in advance to schedule an agreeable date for a monitoring visit. Following the monitoring visit, the organization is provided a written response, including any concerns, findings, and any follow-up action required with appropriate deadlines for response. The city and the organization remain in contact on the matter until any findings are resolved. A schedule for project monitoring has been created. The two identified monitorings did not occur, however the City anticipates conducting both prior to the end of PY 2022.

In addition to formal monitoring visits, the city is afforded the opportunity to monitor throughout the course of activities through environmental review, review of work write-ups, review of documentation accompanying draw requests, and on-site inspections that can help confirm that requests for draws are proportionate to the amount of work completed.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

A public notice was published in the Hattiesburg Post on February 10, 2022, alerting the public that a draft CAPER was available for review. The notice described that a public comment period was open through March 9, 2022, and a virtual public hearing was set for 5:30 p.m., March 9, 2022. The notice also provided that the draft was available on the city's website at www.hattiesburgms.com/community-development and physically at five (5) locations in Hattiesburg, including City Hall, the main branch of the library, one county facility, and certain community centers. This notification and hearing complies with the Citizen Participation Plan requirement that a 15-day period be afforded for public review and comment on the CAPER.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

CDBG-CV allocations received during PY 2020, allow the continued planning and provision of free public WiFi.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

CR-50 - HOME 24 CFR 91.520(d)

Include the results of on-site inspections of affordable rental housing assisted under the program to determine compliance with housing codes and other applicable regulations

Please list those projects that should have been inspected on-site this program year based upon the schedule in 24 CFR §92.504(d). Indicate which of these were inspected and a summary of issues that were detected during the inspection. For those that were not inspected, please indicate the reason and how you will remedy the situation.

For PY 2022, one on-site inspection of a CHDO project, Pinebelt Community Services, was required. The CHDO project from 2012, was part of a HUD investigation resulting in a lawsuit against the non-profit. The City is unsure how to proceed in light of the legal proceedings and has requested direction from HUD.

Provide an assessment of the jurisdiction's affirmative marketing actions for HOME units. 24 CFR 91.520(e) and 24 CFR 92.351(a)

The City of Hattiesburg continues to comply with requests made as it relates to affirmative marketing. Specific steps include periodic review of the city's wait list for housing rehabilitation work in an effort to find opportunity to purge the list when possible, and periodically reopen periods of time in which new applicants can be added. Steps have included staff, subrecipient, and CHDO training as it relates to fair housing, affirmative marketing, and limited English proficiency actions. Additionally, the City's updated Down Payment Assistance program brochure continues to be used in the marketing strategy to promote the program and create educational opportunities related to fair housing.

Refer to IDIS reports to describe the amount and use of program income for projects, including the number of projects and owner and tenant characteristics

The City of Hattiesburg neither received nor used any program income in 2022.

Describe other actions taken to foster and maintain affordable housing. 24 CFR 91.220(k) (STATES ONLY: Including the coordination of LIHTC with the development of affordable housing). 24 CFR 91.320(j)

Making affordable housing available to qualified applicants, remains a priority of the City. The City continunes facing post COVID challenges in engaging qualified eligible contractors (QECs) for program participation. Through program evaluation, CDD developed and anticipates the ongoing offering of its emergency roof projects and anticipates the ability to provide assistance to more qualified applicants by focusing more on smaller rehabs and emergency repair projects.

The City continues its support of The Beverly II, an affordable housing development in line with the City's

Consolidated and Annual Action Plans. Creating and making affordable housing opportunities available to qualified applicants in the City of Hattiesburg, remains a priority. Marketing materials in keeping with the Affirmative Fair Housing Marketing Plan were implemented in 2020 to get the DPA program active again, and have been maintained throughout 2022. These efforts are expected to help foster affordable housing as well as educate the public regarding fair housing protections.

CR-58 – Section 3

Identify the number of individuals assisted and the types of assistance provided

Total Labor Hours	CDBG	HOME	ESG	HOPWA	HTF
Total Number of Activities	0	0	0	0	0
Total Labor Hours					
Total Section 3 Worker Hours					
Total Targeted Section 3 Worker Hours					

Table 14 – Total Labor Hours

Qualitative Efforts - Number of Activities by Program	CDBG	HOME	ESG	HOPWA	HTF
Outreach efforts to generate job applicants who are Public Housing Targeted Workers					
Outreach efforts to generate job applicants who are Other Funding Targeted Workers.					
Direct, on-the job training (including apprenticeships).					
Indirect training such as arranging for, contracting for, or paying tuition for, off-site training.					
Technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).					
Outreach efforts to identify and secure bids from Section 3 business concerns.					
Technical assistance to help Section 3 business concerns understand and bid on contracts.					
Division of contracts into smaller jobs to facilitate participation by Section 3 business concerns.					
Provided or connected residents with assistance in seeking employment including: drafting resumes,preparing for interviews, finding job opportunities, connecting residents to job placement services.					
Held one or more job fairs.					
Provided or connected residents with supportive services that can provide direct services or referrals.					
Provided or connected residents with supportive services that provide one or more of the following: work readiness health screenings, interview clothing, uniforms, test fees, transportation.					
Assisted residents with finding child care.					
Assisted residents to apply for, or attend community college or a four year educational institution.					
Assisted residents to apply for, or attend vocational/technical training.					
Assisted residents to obtain financial literacy training and/or coaching.					
Bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.					
Provided or connected residents with training on computer use or online technologies.					
Promoting the use of a business registry designed to create opportunities for disadvantaged and small businesses.					
Outreach, engagement, or referrals with the state one-stop system, as designed in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.					

Other.					

Table 15 – Qualitative Efforts - Number of Activities by Program

Narrative

Attachment

Public Participation and Comments



2022 CAPER
PUBLIC PARTICIPATION
& COMMENTS

Hattiesburg Publishing, Inc.

525 North Main Street, Suite C. • Hattiesburg, MS 39403
(601) 268-2331 tel • (601) 268-2965 fax

Proof of Publication

THE STATE OF MISSISSIPPI, LAMAR COUNTY, FORREST COUNTY
Personally appeared before me, the undersigned person, representing The PineBelt NEWS, aweekly newspapers published in Lamar County and Forrest County, Mississippi, who, being duly sworn, says that the notice, a true copy of which is hereto annexed, appeared in the issues of said newspapers as follows:

Total # of Words: 333 Published 1 times

Date 1st Published: Jan. 25 Amt: 39.96

Date 2nd Published: _____ Amt: _____

Date 3rd Published: _____ Amt: _____

Date 4th Published: _____ Amt: _____

Date 5th Published: _____ Amt: _____

Subtotal Printer's Fee: 39.96

Proof of Publication Fee: 3.00

TOTAL: 42.96

(signed) Christina Purcè
The PineBelt NEWS

Sworn to and subscribed before me in my Presence, this 25 day of January, 2024, a Notary Public in and for the County of Lamar, State of Mississippi:

(signed) Amanda E Strange

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 358460 AMANDA E. STRANGE Commission Expires June 21, 2027 FORREST COUNTY

FOR OFFICE USE ONLY:

- ☐ Em P: _____
- ☐ App: _____
- ☐ File Name: COH-CAPER
- ☐ Invoice #: _____
- ☐ Inv. Crt/Mld: _____
- ☐ Pymt Rec.d: _____
- ☐ POP sent: _____

NOTICE OF AVAILABILITY, PUBLIC HEARING, AND PUBLIC COMMENT PERIOD REGARDING:

2022 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT FOR HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS

ATTENTION: ALL HATTIESBURG, MISSISSIPPI RESIDENTS

The City of Hattiesburg, Mississippi, as required by the U.S. Department of Housing and Urban Development, has prepared a DRAFT 2022 Consolidated Annual Performance and Evaluation Report (CAPER). The report provides details on the activities proposed and completed during the 2021 program year using Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) entitlement funds.

Beginning January 25, 2024, a draft report will be available for review at: www.hattiesburgms.com/community-development and between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, through February 12, 2024 at the following locations:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

Hattiesburg Public Library
329 Hardy Street
Hattiesburg, MS 39401

Forrest County Court House
641 Main Street
Hattiesburg, MS 39401

Jackie Dole Sherrill Community Center
220 W. Front Street
Hattiesburg, MS 39401

C.E. Roy Community Center
300 East 5th Street
Hattiesburg, MS 39401

NOTICE is hereby given that A Public Hearing will be held Monday, February 12, 2024 at 5:30 p.m. at the Train Depot, 308 Newman Street, to afford an opportunity for stakeholders and residents to provide feedback and comments related to the proposed plan.

Additionally, comments related to the performance report may be mailed to the attention of Petra Wingo at the City of Hattiesburg, Community Development Division, P.O. Box 1898, Hattiesburg, Mississippi 39403-1898, or delivered to City Hall, First Floor, Community Development Division, 200 Forrest Street. Written comments may also be emailed to cdbg@hattiesburgms.com. Related comments should be delivered by February 12, 2024.

Questions may be directed to the Department of Urban Development at (601) 545-4558. To ensure compliance with the Americans with Disabilities Act (ADA), persons with disabilities that require aids or services to participate may contact the Department of Urban Development at (601) 554-1006; or e-mail cdbg@hattiesburgms.com in advance of meetings to for arrangements.

Published January 25, 2024

Date: 2/12/2024

RE: 2022 CAPER Hearing – Public Comments

Location: Train Depot, 308 Newman Street

Comment:

The public hearing was attended by one community resident. Oral comments captured from the sole attendee, was for consideration to address blighted areas and increase walkability.

The resident was advised, their comments would be included in the final submission of the CAPER to HUD.

CITY OF HATTIESBURG PUBLIC HEARING SIGN-IN SHEET

Project:	2022 CAPER Draft Hearing	**Meeting Date:**	February 12, 2024
Facilitator:	Petra Wingo	**Place/ Room:**	Train Depot | 5:30 p.m.

Name	Company/ Ward #	Phone	E-Mail
Chad Edmonson	Trace Rising LLC	9179524262	cedmonson@hotmail.com

CITY OF HATTIESBURG PUBLIC HEARING SIGN-IN SHEET

Project: 2022 CAPER Draft Hearing	**Meeting Date:** February 12, 2024
Facilitator: Petra Wingo	**Place/ Room:** Train Depot | 5:30 p.m.

Name	Company/ Ward #	Phone	E-Mail
Dequantra Johnson	C. H	(601)545-4597	djohnson@hattiesburgms.com
Petra Wingo	COH	(601 545-4558	pwingo@hattiesburgms.com

Memorandum

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

From: **Betsy Mercier, Director of Parks and Recreation**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Approve the sale of grave spaces per attached, Memo's, Receipts, and Deeds.**
File Number: 2024-83
Minute Book #

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

Recommendation Statement
I am recommending approval of the sale of grave spaces.

Please place this on the April 16, 2024 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Renae McGhee

(1) Space $ 175.00

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

Lot 73, Section 38, Highland Cemetery

Lillian Shelton

(1) Space $ 175.00

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

Lot 100, Section 39, Highland Cemetery

McKinnley Floyd

(1) Space $ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 68, Section 38, Highland Cemetery

Esther Hathorn

(1) Space $ 175.00

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

Lot 64, Section 35, Highland Cemetery

Teresa & Herbert Floyd

(2) Spaces $ 350.00

Southwest Quarter (SW ¼)

Lot 68, Section 38, Highland Cemetery

Jay D. Craft

(4) Spaces $ 700.00

South Half (S ½)

Lot 171, Section 22, Highland Cemetery

Jerry Weeks

(8) Spaces $ 1, 400.00

Entire Lot 41, Section 39, Highland Cemetery

Lee Harper

(1) Space $ 175.00

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

Lot 166, Section 25, Highland Cemetery

Ida Sloan

(1) Space $ 175.00

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

Lot 81, Section 34, Highland Cemetery

Marishka Brown

(1) Space $ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 32, Section 34, Highland Cemetery

Marishka Brown

(2) Spaces $ 350.00

Northeast Quarter (NE ¼)

Lot 32, Section 34, Highland Cemetery

Marishka Brown

(1) Space $ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 25, Section 34, Highland Cemetery

Marishka Brown

(4) Spaces $ 700.00

East Half (E ½)

Lot 25, Section 34, Highland Cemetery

Prentis Earl Woods, Sr

(1) Space $ 175.00

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

Lot 64, Section 39, Highland Cemetery

Roy Sutton

(1) Space $ 175.00

East Half (E ½) of the Southeast Quarter (SE ¼)

Lot 14, Section 1, South Hill Cemetery

Kevin Pack

(4) Spaces $ 700.00

East Half (E ½)

Lot 27, Section 39, Highland Cemetery

Deborah Shaw

(1) Space $ 175.00

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

Lot 79, Section 39, Highland Cemetery

Kathryn Myers & Donald Myers

(2) Spaces $ 300.00

Northwest Quarter (NW ¼)

Lot 98, Section 2, South Hill Cemetery

Anthony Spann

(1) Space $ 175.00

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

Lot 80, Section 34, Highland Cemetery

Janya Lumzy

(1) Space $ 175.00

South Half (S ½) of the Southwest Quarter (SW /4)

Lot 74, Section 38, Highland Cemetery

Ethel Woods

(1) Space $ 175.00

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

Lot 64, Section 39, Highland Cemetery

Blair Pack

(4) Spaces $ 700.00

East Half (E ½)

Lot 26, Section 39, Highland Cemetery

Blair Pack

(4) Spaces $ 700.00

West Half (W ½)

Lot 27, Section 39, Highland Cemetery

Prentis Woods, Jr

(1) Space $ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 64, Section 39, Highland Cemetery

Randell Sutton, Jr

(1) Space $ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 56, Section 39, Highland Cemetery

Paul Parker

(1) Space $ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 90, Section 38, Highland Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-23- 2024

SOLD TO:

Mr.. Mrs. Miss Esther Hathorn

ADDRESS 1006 McInnis Ave Hattiesburg MS 39401

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

N ½ NE ¼ Lot No. 64 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-23- 2024

SOLD TO:

Mr.. Mrs. Miss Teresa Floyd - Herbert Floyd

ADDRESS 58 South Kingsmill Hattiesburg MS 39402

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

___ ½ SW ¼ Lot No. 68 Section No. 38 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Ck # 4662

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/26/ 2024

SOLD TO:

Mr.. Mrs. Miss Jay D. Craft

ADDRESS 112 W. Lake Rd, Hattiesburg, MS. 39402

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

S ½ — ¼ Lot No. 171 Section No. 22 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

Ck # 1848

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-23- 2024

SOLD TO:

Mr.. Mrs. Miss Renae McGhee

ADDRESS 111 Wildwood Trace Hattiesburg MS 39402

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

N ½ NW ¼ Lot No. 73 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/27/ 2024

SOLD TO:

Mr.. Mrs. Miss Lillian Shelton

ADDRESS 1603 Vernon St. Hattiesburg, MS 39401

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

N ½ NW ¼ Lot No. 100 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-23- 2024

SOLD TO:

Mr.. Mrs. Miss McKinnley Floyd

ADDRESS 58 South Kingsmill Hattiesburg MS 39402

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

S ½ NW ¼ Lot No. 68 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Pk # 11667

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-23- 2024

SOLD TO:

Mr.. Mrs. Miss Jerry Weeks

ADDRESS 133 Lake Estates Drive Hattiesburg MS 39402

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

Wide ½ Lot ¼ Lot No. 41 Section No. 39 in Highland Cemetery

Number of grave spaces 8 Price per grave space $ 175.00

Price Received $ 1400.00

CK # 1831

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02/29/ 2024

SOLD TO:

Mr.. Mrs. Miss Ida Sloan

ADDRESS 2157 Evely Gandy Parkway Hattiesburg, ms. 39401

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

N ½ NE ¼ Lot No. 81 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

clk # (Serenity)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burns
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 02-28- 2024

SOLD TO:

Mr.. Mrs. Miss Lee Harper

ADDRESS 534 43rd Ave Gulfport MS 39501

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

S ½ NE ¼ Lot No. 166 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Mark

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/05/ 2024

SOLD TO:

Mr. Mrs. Miss Marishka Brown

ADDRESS 78 B+B Loop, Hattiesburg, MS 39401

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

N ½ SW ¼ Lot No. 25 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00
credit card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brume
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/05/ 2024

SOLD TO:

Mr. Mrs. Miss Marishka Brown

ADDRESS 78 B+B Loop, Hattiesburg, MS 39401

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

E ½ — ¼ Lot No. 25 Section No. 34 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00
Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Brume
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/05/ 2024

SOLD TO:

Mr. Mrs. Miss Marishka Brown

ADDRESS 78 B+B Loop, Hattiesburg, MS 39401

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

S ½ NW ¼ Lot No. 32 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03/05/ 2024

SOLD TO:

Mr.. Mrs. Miss Marishka Brown

ADDRESS 78 B + B Loop, Hattiesburg, MS. 39401

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

— ½ NE ¼ Lot No. 32 Section No. 24 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/03/ 2024

SOLD TO:

Mr.. Mrs. Miss Paul Parker

ADDRESS 2304 W. 7th St Apt 107, Hattiesburg, MS 39401

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

S ½ NW¼ Lot No. 90 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK # 1259

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-28- 2024

SOLD TO:

Mr.. Mrs. Miss Roy Sutton

ADDRESS 100 Planted Pine Drive Purvis, MS 39475

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

E ½ SE ¼ Lot No. 14 Section No. 1 in SouthHill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-27- 2024

SOLD TO:

Mr.. Mrs. Miss Kevin Pack

ADDRESS 36 Cane Brake Blvd Hattiesburg, MS 39402

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

E ½ ¼ Lot No. 27 Section No. 39 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 700.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-25- 2024

SOLD TO:

Mr.. Mrs. Miss Deborah Shaw

ADDRESS 5118 Lincoln RD Ext Hattiesburg, MS 39402

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

N ½ NW ¼ Lot No. 79 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/01/ 2024

SOLD TO:

Mr., Mrs. Miss Prentis Earl Woods, SR

ADDRESS 1100 Jennie Ave, Hattiesburg, MS 39401

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

N ½ NE ¼ Lot No. 64 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Debit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Burne

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-25- 2024

SOLD TO:

Mr., Mrs. Miss Kathryn Myers - Donald Myers

ADDRESS 347 Sheeplo Loop Petal, MS 39465

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

____ ½ NW ¼ Lot No. 98 Section No. 2 in South Hill Cemetery

Number of grave spaces 2 Price per grave space $ 150.00

Price Received $ 300.00

Credit Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-01- 2024

SOLD TO:

Mr., Mrs. Miss Anthony Spann

ADDRESS 1301 Baird St Hattiesburg, MS 39401

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

N ½ NW ¼ Lot No. 80 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-01- 2024

SOLD TO:

Mr., Mrs. Miss Randell Sutton JR

ADDRESS 123 King RD Hattiesburg, MS 39402

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

S ½ SW ¼ Lot No. 56 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Ck # 144172

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-25- 2024

SOLD TO:

Mr., Mrs. Miss Prentis Woods JR

ADDRESS 1100 Jennie Ave Hattiesburg, MS 39401

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

N ½ SE ¼ Lot No. 64 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

ck #1735

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-27- 2024

SOLD TO:

Mr., Mrs. Miss Juniya Lumzy

ADDRESS 2410 McInnis Loop Apt 74 Hattiesburg, MS 39402

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

S ½ SW ¼ Lot No. 74 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Paid

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-27- 2024

SOLD TO:

Mr., Mrs. Miss Blair Pack

ADDRESS 187 Buccaneer Drive Hattiesburg, MS 39402

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

W ½ ____ ¼ Lot No. 27 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

CK # 41652

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-27- 2024

SOLD TO:

Mr., Mrs. Miss Blair Pack

ADDRESS 187 Buccaneer Drive Hattiesburg, MS 39402

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

E ½ ____ ¼ Lot No. 26 Section No. 39 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

CK # 41652

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 03-25- 2024

SOLD TO:

Mr., Mrs. Miss Ethel Woods

ADDRESS 1100 Jennie Ave Hattiesburg, MS 39401

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

S ½ NE ¼ Lot No. 61 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Janya Lumzy, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)
Lot Number 74 Section 38

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Prentis Earl Woods, Sr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 64 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Esther Hathorn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 64 Section 35

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ida Sloan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 81 Section 34

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lee Harper, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)

Lot 166 Section 25

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto McKinnley Floyd, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 68 Section 38

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Lillian Shelton, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 100 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires: _____

_____ NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Renae McGhee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 73 Section 38

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marishka Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 32 Section 34

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marishka Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 25 Section 34

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Deborah Shaw, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)
Lot Number 79 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS **CORRECTED DEED**

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Marishka Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 32 Section Number 34

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

Two Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day April, 2024

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024

My Commission Expires: _____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS **CORRECTED DEED**

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Teresa Floyd & Herbert Floyd, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¼)

Lot Number 68 Section Number 38

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

Two Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day April, 2024

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024

My Commission Expires: _____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marishka Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
Lot 25 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April 2024.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jay D. Craft, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½)
Lot 171 Section Number: 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April 2024.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kevin Pack, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
Lot 27 Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April 2024.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars ($1,400.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jerry Weeks, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

LOT 41 **Section Number: 39**

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

eight (8) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires: _____ Notary Public: _____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Roy Sutton , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot Number: 14 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing
One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars ($300.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Kathryn Myers & Donald Myers, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW¼)

Lot Number: 98 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April 2024.

My Commission Expires: _____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Anthony Spann, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)
Lot Number 80 Section 34

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ethel Woods, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northeast Quarter (NE¼)
Lot Number 64 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Prentis Woods, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)
Lot Number 64 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Randell Sutton, Jr, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)
Lot Number 56 Section 39

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Blair Pack, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)
Lot 27 Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April 2024.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Blair Pack, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)
Lot 26 Section Number: 39

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April 2024.

My Commission Expires: _____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Paul Parker, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Northwest Quarter (NW¼)
Lot Number 90 Section 38

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 16th day of April, 2024.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 16th day of April, 2024.

My Commission Expires:

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NOTARY PUBLIC

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Memorandum

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

From: **Kermas Eaton, City Clerk**

cc:

Date: **Tuesday, April 16, 2024**

Re: **Approve claims docket for the period ending April 12, 2024.**
File Number: 2024-110
Minute Book #

Summary
Approval of claims docket.

Recommendation Statement
I recommend approval of this item.

Please place this on the April 16, 2024 City Council meeting for consideration.