| | | |
|---|---|---|
| **Tuesday, May 7, 2024** | **City Council** | **Council Chambers** |
| **5:00 PM** | **Tuesday Meeting Agenda** | **200 Forrest Street** |

**Call to Order**

**Call to Prayer and Pledge of Allegiance**

**Agenda Adjustments**

- **Add Policy Item #22, Routine Item #11, and amend Routine Item #10 (with removal of invoice payable to Colony Construction), at the request of the Administration as follows:**

**22.** **2024-155** Adopt an Ordinance amending Ordinance No. 2962, adopted August 10, 2007, which prohibits the manufacture, sale, or storage for sale of any alcoholic beverage, light wine or beer within 400' of a church or school, to align with Mississippi Code of 1972, as annotated and amended.

**11.** **2024-154** Approve Plans and Specifications for the Midtown Streetscapes Project, Office of State Aid Road Construction Project No. DECD-0018(36)30, and authorize advertisement for bids contingent upon Office of State Aid approval.

**10.** **2024-156** Request to remove invoice payable to Colony Construction in the amount of $80,704.28 from Routine Item #10, claims docket.

**Presentation Agenda**

**POLICY AGENDA**

**1.** **2024-148** Approve the minutes for the April 15 & 16, 2024 meetings of the City Council.

**2.** **2024-101** Take from the Table; 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.** **2024-1118** Take from the Table; 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.

**4.** **2024-135** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

**5.** **2024-118** Adopt a Resolution setting Public Hearing on Monday, June 3rd, 2024 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of 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.

**6.** **2024-137** Adopt a Resolution declaring certain vehicles as surplus; authorize the sale of said vehicles at auction, and the removal of said vehicles from the inventory of the Public Works Department. (per attached memo)

**7.** **2024-125** Approve Contract with Neel-Schaffer, Inc. for engineering services related to the Highway 49 & William Carey Parkway Intersection Improvements project and authorize the Mayor to execute in duplicate.

**8.** **2024-123** Approve Contract with Neel-Schaffer, Inc. for engineering services related to the Highway 49 Roadway Lighting Project-Phase II and authorize the Mayor to execute in duplicate.

**9.** **2024-140** Approve Agreement between City of Hattiesburg and Landry Lewis Germany Architects, P.A., for renovations to 1410 West Pine Street and authorize the Mayor to execute the same.

**10.** **2024-141** Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the Bobby L. Chain Municipal Airport - Hangar Taxiway Project and authorize the Mayor to execute it in duplicate.

**11.** **2024-134** Approve Lighting Agreement with Mississippi Power Company for additional lighting for a monthly increase in pricing for the following locations per attached documents; and authorize the Mayor to execute the same.

**12.** **2024-119** Approve Engagement of Zac Fairley Appraisals and Consulting for appraisal services related to the Fourth Street Improvements, Phase III LPA Project, as per attached scope.

**13.** **2024-120** Approve Engagement of John B. Stewart, Real Estate Appraisal & Consultant, LLC for appraisal review services related to the Fourth Street Improvements, Phase III LPA Project, as per attached scope.

**14.** **2024-139** Acknowledge receipt of closing documents for the Fire Station No 7 Reroof Project; Authorize Advertisement for Final Settlement; Authorize Final Acceptance of the project; and payment of Final Pay Application to the Contractor Associated Contractors.

**15.** **2024-152** Approve Lease Agreement between City of Hattiesburg and Safe Haven Baby Box and authorize the Mayor to execute the same.

**16.** **2024-150** Approve a six-month contract with 98 Waste, LLC, for delivery of acceptable waste to its landfill or transfer station, at a fee of $8 per yard and authorize the Mayor to execute the same.

**17.** **2024-143** Approve Agreement between the City of Hattiesburg and the Hattiesburg Tourism Commission (Hattiesburg Alliance for Public Art) for the purpose of promoting and supporting local economic development through public art in accordance with Section 21-19-44, Mississippi Code of 1972.

**18.** **2024-124** Approve advertising sponsorship for the 2024 Juneteenth Celebration, in accordance with Mississippi 17-3-1, in the amount of $3500.00 and authorize issuance of manual check for the same.

**19.** **2024-144** Authorize submission of a grant application to the Mississippi Department of Wildlife, Fisheries, and Parks Land and Water Conservation Fund for the development of recreational opportunities in the city of Hattiesburg. The grant requires a 50-50 match.

**20.** **2024-138** Ratify an Interagency Agreement between the City of Hattiesburg and the LAMAR County Child Abuse Multidisciplinary Team and the Forrest County Child Abuse Multidisciplinary Team.

**21.** **2024-153** Letter of Engagement with Karen McCarty for professional services related to the 2023 Consolidated Annual Performance Report (CAPER), the 2024 CDBG and HOME 2024 Annual Action Plan.

## ROUTINE AGENDA

**1.** **2024-151** Ratification of previously approved claims docket for the period ending April 12, 2024.

**2.** **2024-1148** Acknowledge receipt of the two-quote docket.

**3.** **2024-121** Acknowledge no proposals were received on April 18, 2024, for the sewer service line replacement for the Clean Start Sewer Program RFQ; authorize re-advertisement of same.

**4.** **2024-147** Rescind award of bid to C-Spire, approved at File #2023-647 and Minute Book 2022-307; Approve the revised Request for Proposals and authorize the re-advertisement for the same.

**5.** **2024-149** Authorize and approve the advertisement for bids for the attached projects upon completion of plans and specifications.

**6.** **2024-126** Approve Specifications and Authorize publication of an advertisement for various term bid items for the City of Hattiesburg Water Department.

**7.** **2024-145** Approve Specifications and Authorize publication of an advertisement for various term bid items for the City of Hattiesburg Public Works Department.

**8.** **2024-146** Approve and authorize publication of Notice of Public Hearing regarding the City of Hattiesburg's 2023 Consolidated Annual Performance and Evaluation Review Report (CAPER) and 2024 Annual Action Plan.

**9.** **2024-136** Approve the sale of grave spaces per attached Memo's, Receipts and Deeds.

**10.** **2024-122** Approve claims docket for the period ending April 30, 2024.

**In Memoriam:**

- Mrs. Mary Edith Easterling James
- Father Pat O’Shaughnessy
- Mr. Vernon Lee Wooten

**Meeting Adjourn**

# Memorandum

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

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

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Adopt an Ordinance amending Ordinance No. 2962, adopted August 10, 2007, which prohibits the manufacture, sale, or storage for sale of any alcoholic beverage, light wine or beer within 400' of a church or school, to align with Mississippi Code of 1972, as annotated and amended.**
**File Number: 2024-155**
**Minute Book #**

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**Summary**

**Recommendation Statement**
I recommend adoption of the Ordinance.

Please place this on the May 7, 2024 City Council meeting for consideration.

**ORDINANCE NO._____**

**AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NUMBER 2962, ADOPTED AUGUST 10, 2007; WHICH PROHIBITS THE MANUFACTURE, SALE, OR STORAGE FOR SALE OF ANY ALCOHOLIC BEVERAGE, LIGHT WINE, OR BEER IN ANY ZONING DISRICT WITHIN FOUR HUNDERED (400) FEET OF ANY CHURCH OR SCHOOL IN THE CITY OF HATTIESBURG, MISSISSIPPI, WHERE SAID MANUFACTURE, SALE OR STORAGE FOR SALE IS THE PRIMARY SOURCE OF REVENUE OF SAID BUSINESS IN THE CITY OF HATTIESBURG.**

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

**Section 1.** That Section 1 of Ordinance Number 2962, adopted August 10, 2007, which prohibits the manufacture, sale, or storage for sale of any alcoholic beverage, light wine, or beer in any zoning district within four hundred (400) feet of any church or school in the City of Hattiesburg be and the same is hereby amended to read as follows, to wit:

> "Territory surrounding churches and schools.
>
> It shall be prohibited to manufacture, sale, or store for sale any alcoholic beverage, light wine or beer in any zone within four hundred (400) feet of any church or school where said manufacture, sale or storage for sale is the primary source of revenue/income of said business. Alcoholic beverage, light wine and beer shall each have meaning as those terms are used in Section 67-1-5 and 67-3-3, et seq of the Mississippi Code of 1972, as annotated and amended; *provided, however, that if the Mississippi Department of Revenue issues a permit or a permit wavier to said business, the City of Hattiesburg, Mississippi may authorize the business to open.* "

**Section 2.** Except as hereby expressly changed and amended, the aforesaid Ordinance 2962, of said City of Hattiesburg, Mississippi shall be and remain in full force and form as adopted.

**Section 3.** That this ordinance, due to the immediate need for the preservation of health, safety and welfare of Hattiesburg residents, this ordinance shall take effect and be in force upon passage as provided by law.

The above and foregoing Ordinance, after having been first reduced to writing was introduced by Council member_____, seconded by Council member_____, and was adopted by the following, to wit;

**YEAS:** **NAYS:**

The President thereby declared the motion carried and the Ordinance adopted this the 7th day of May, 2024.

S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL COUNCIL PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor this the 7th day of May, 2024.

ATTTEST: 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, May 7, 2024**

**Re:** **Approve Plans and Specifications for the Midtown Streetscapes Project, Office of State Aid Road Construction Project No. DECD-0018(36)30, and authorize advertisement for bids contingent upon Office of State Aid approval.**
**File Number: 2024-154**
**Minute Book #**

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**Summary**
Approve Plans and Specifications for the Midtown Streetscapes Project, Office of State Aid Road Construction Project No. DECD-0018(36)30, and authorize advertisement for bids contingent upon Office of State Aid approval.

**Recommendation Statement**
I recommend approval of this project.

Please place this on the May 7, 2024 City Council meeting for consideration.

STATE OF MISSISSIPPI

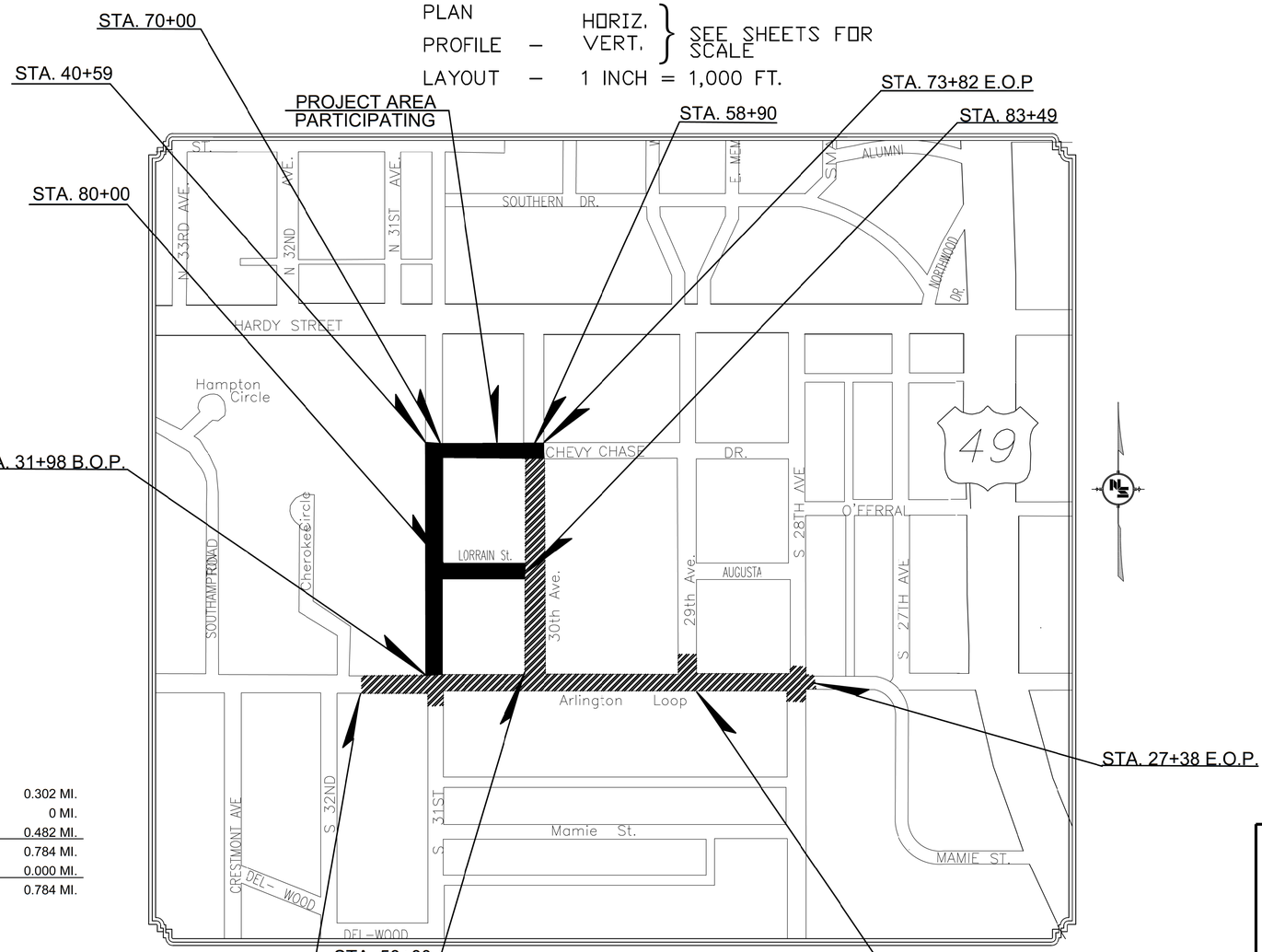
CITY OF HATTIESBURG

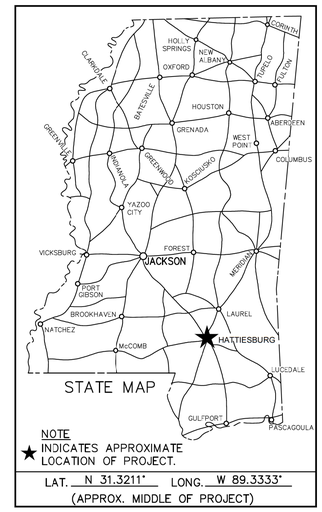
# OFFICE OF STATE AID ROAD CONSTRUCTION

## PLAN AND PROFILE OF PROPOSED
## PROJECT NO. DECD-0018(36)BO
## MIDTOWN STREETSCAPE PROJECT
FOR IMPROVEMENT ALONG CHEVY CHASE DR, 30TH AVE,
ARLINGTON LOOP, LORRAINE ST, & S. 31ST AVE
CITY OF HATTIESBURG

SCALES

PLAN — HORIZ. } SEE SHEETS FOR SCALE
PROFILE — VERT. }
LAYOUT — 1 INCH = 1,000 FT.




STATE MAP

NOTE
★ INDICATES APPROXIMATE LOCATION OF PROJECT.

LAT. N 31.3211° LONG. W 89.3333°
(APPROX. MIDDLE OF PROJECT)

## LENGTH DATA

| | | |
|---|---|---|
| LENGTH OF ROADWAY (PARTICIPATING) | 1592 FT. | 0.302 MI. |
| LENGTH OF BRIDGE | 0 FT. | 0 MI. |
| LENGTH OF ROADWAY (NON - PARTICIPATING) | 2544 FT. | 0.482 MI. |
| LENGTH OF PROJECT (TOTAL) | | 0.784 MI. |
| LENGTH OF EXCEPTIONS | 0.00 FT. | 0.000 MI. |
| LENGTH OF PROJECT (GROSS) | | 0.784 MI. |

SECTION : 07
TOWNSHIP: 4 NORTH
RANGE: 13 WEST

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
APPROVED

STATE AID ENGINEER — DATE

PREPARED BY :

NEEL-SCHAFFER
Solutions you can build upon

GEOFFREY PAUL CROSBY
PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
03/26/2024

GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

3/27/2024 11:52 AM m:\16000\hattiesburg\16886 midtown streetscape\design\projects\project 1 - state aid\plans\16886_title_sate.dwg

| DESCRIPTION OF SHEET | WKG. NO. | SHT. NO. |
|---|---|---|
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**NOTICE TO DRAWING HOLDER**

NEEL–SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

| NO. | DATE | BY | REVISIONS DESCRIPTION |
|---|---|---|---|
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| DRAWING INFORMATION | |
|---|---|
| N–S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_Index_COMBINED_USE.dwg | |
| SCALE: | |
| SURVEYED BY: | |
| DSGN: GPC | DATE: 02/2023 |
| DRWN: PAN | DATE: 02/2023 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

GEOFFREY PAUL CROSS 19984 STATE OF MISSISSIPPI
03/26/2024

NEEL–SCHAFFER
Solutions you can build upon

DETAILED INDEX

WORKING NUMBER: DI-1

DRAWING NUMBER: 2

3/27/2024 11:37 AM a:\16886\Vertical\cad\16886_midtown_streetscape\design\project\project 1 - state aid\plans\16886_Index_COMBINED_USE.dwg

| DESCRIPTION OF SHEET | WKG. NO. | DWG. NO. |
|---|---|---|
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**TOTAL NUMBER OF SHEETS (130)**

**NOTICE TO DRAWING HOLDER**

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

GREY PAUL CHOATE — REGISTERED PROFESSIONAL ENGINEER — 19984 — STATE OF MISSISSIPPI
05/02/2024

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DETAILED INDEX

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# GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION, ALONG WITH THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

6. ANY WELL POINTS, COFFERDAMS, OR OTHER ACCEPTABLE METHODS FOR DEWATERING REQUIRED TO PERMIT CONSTRUCTION OF STRUCTURES OR PIPE CULVERTS UNDER DRY CONDITIONS SHALL BE COST ABSORBED IN OTHER BID ITEMS.

7. REMOVAL OF RAISED PAVEMENT MARKERS ARE NOT CONSIDERED A SEPARATE PAY ITEM.

8. REMOVAL OF OBJECT MARKERS IS NOT CONSIDERED A SEPARATE PAY ITEM.

9. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

10. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

11. ALL PIPE JOINTS ARE TO BE WRAPPED IN 24-INCH WIDE TYPE V GEOTEXTILE FABRIC. ALL PICKUP HOLES SHALL BE PLUGGED AND COVERED WITH TYPE V GEOTEXTILE FABRIC, THE COST OF WHICH SHALL BE ABSORBED IN OTHER BID ITEMS.

12. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

13. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAIL BOX WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).

14. THE LOCATION AND SPACING OF BOTH TEMPORARY AND PERMANENT SIGNS, SHOWN IN THE PLANS, ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

15. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

16. THE CONTRACTOR SHALL COVER ANY TEMPORARY TRAFFIC CONTROL SIGNS SHOWN IN THE TRAFFIC CONTROL PLAN THAT DO NOT APPLY TO THE CURRENT PHASE.

17. WHERE MILLING IS REQUIRED, THE CONTRACTOR SHALL PROVIDE OUTLETS IN THE EXISTING SHOULDERS AT SUFFICIENT INTERVALS TO PREVENT POOLING OR STANDING WATER ON THE MILLED SURFACE, THE COST OF WHICH SHALL BE ABSORBED IN OTHER ITEMS BID. THE CONTRACTOR SHALL ALSO PROVIDE PAPER JOINTS WHERE TRAFFIC IS ALLOWED ON MILLED SURFACES THE COST OF WHICH SHALL BE ABSORBED IN OTHER ITEMS BID.

18. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM REQUIREMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION. ANY SILT BASINS NOT SHOWN IN THE PLANS SHALL BE INCLUDED IN THE CONTRACTOR'S EROSION CONTROL PLAN PRIOR TO SUBMITTING FOR APPROVAL.

19. ALL CORRUGATED PLASTIC PIPE SHALL BE PERFORATED AND SOCK-WRAPPED (COST ABSORBED.)

20. ALL ITEMS OF WORK ASSOCIATED WITH THE INSTALLATION OF A CONSTRUCTION ENTRANCE SHALL BE ABSORBED IN OTHER ITEMS OF WORK.

21. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

22. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

23. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE AND COORDINATE WITH CITY OFFICIALS IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

24. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

25. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

26. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF CONTROL BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

27. DEMOLITION AND CONSTRUCTION OPERATIONS SHALL CORRESPOND TO THE CONSTRUCTION PHASES AS NOTED IN THE DRAWINGS.

28. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS (PDF) AT FINAL CLOSEOUT.

29. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION AND/OR ADJUSTMENT OF EXISTING POWER, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION AND/OR ADJUSTMENT ACTIVITIES, AS REQ'D.

30. CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER A MINIMUM OF 72 HOURS IN ADVANCE OF ROAD AND LANE CLOSURES

31. THE CONTRACTOR SHALL PROHIBIT THE FOLLOWING ACTIVITIES WITHIN THE TREE PROTECTION ZONE (AREA BETWEEN THE TRUNK AND DRIPLINE) INCLUDE:
    a. PARKING VEHICLES OR EQUIPMENT, STORAGE OF BUILDING MATERIALS, REFUSE, OR EXCAVATED SOILS, OR DUMPING POISONOUS MATERIAL ON OR AROUND TREES AND ROOTS. POISONOUS MATERIALS INCLUDE, BUT ARE NOT LIMITED TO PAINT, PETROLEUM PRODUCTS, CONCRETE, STUCCO MIX, DIRTY WATER OR ANY MATERIAL THAT MAY BE HARMFUL TO TREE HEALTH.
    b. THE USE OF TREE TRUNKS AS A BACKSTOP, WINCH SUPPORT, ANCHORAGE, AS A TEMPORARY POWER POLE, SIGNPOST OR OTHER SIMILAR FUNCTION.
    c. CUTTING OF TREE ROOTS BY UTILITY TRENCHING, FOUNDATION DIGGING, PLACEMENT OF CURBS AND TRENCHES, OR OTHER MISCELLANEOUS EXCAVATIONS WITHOUT PRIOR APPROVAL OF THE ENGINEER.
    d. SOIL DISTURBANCE OR GRADE CHANGE
    e. DRAINAGE CHANGES

32. COLORS USED ON THE PLAN/PROFILE SHEETS AND OTHER PLAN SHEETS ARE INTENDED TO VISUALLY EASE THE LOCATION OF ELEMENTS FOR USERS OF THESE DRAWINGS. ALTHOUGH THE INTENT IS TO CATEGORIZE EVERYTHING AS EITHER EXISTING OR PROPOSED, IT IS THE END USER'S RESPONSIBILITY TO ENSURE ALL ELEMENTS ARE INTERPRETED CORRECTLY REGARDLESS OF COLOR.

33. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND RELOCATING MAIL BOXES AS NECESSARY TO MAINTAIN CONTINUOUS MAIL GARBAGE PICKUP SERVICE THROUGHOUT THE LIFE OF THE PROJECT, THE COST OF WHICH SHALL BE ABSORBED IN OTHER BID ITEMS.


NOTICE TO DRAWING HOLDER

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MIDTOWN STREETSCAPE PROJECT
CITY FUNDED PORTION

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

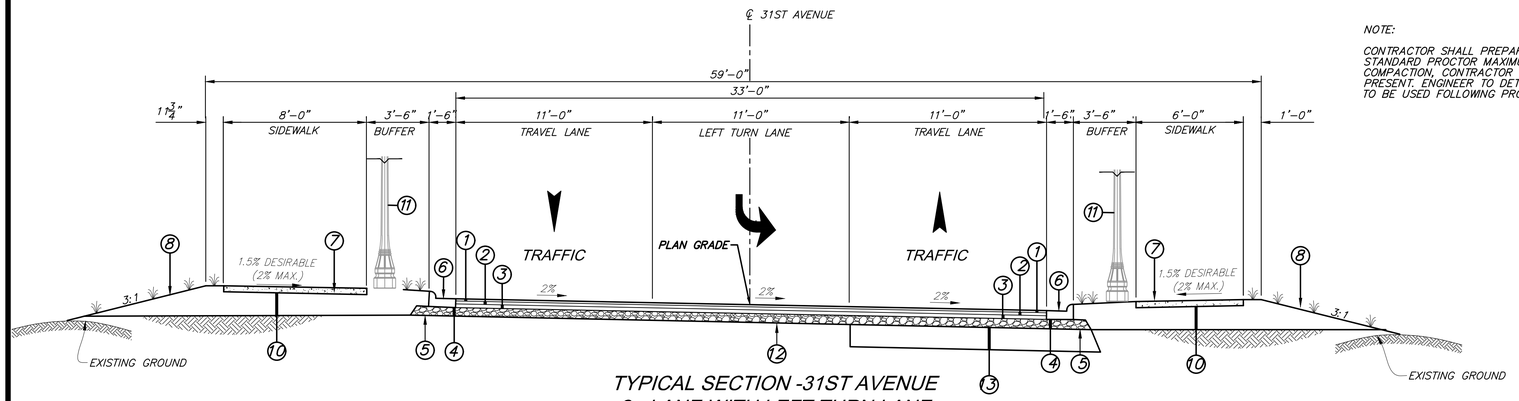
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GENERAL NOTES

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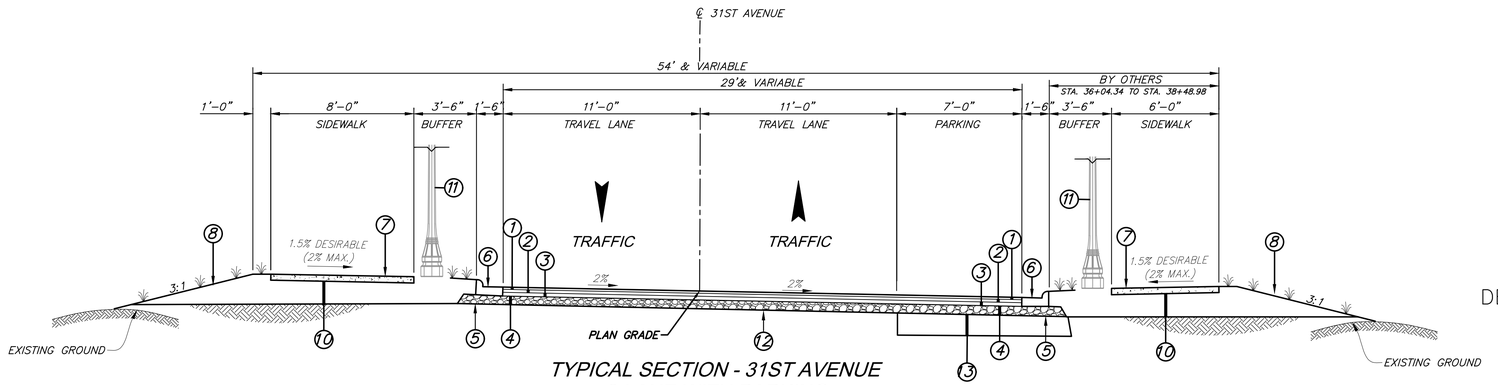

TYPICAL SECTION -31ST AVENUE
2 - LANE WITH LEFT TURN LANE
STA. 31+97.89 TO STA. 33+83.00

NOTE:

CONTRACTOR SHALL PREPARE SITE TO SUB-GRADE AND COMPACT TO 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698) FOLLOWING COMPACTION, CONTRACTOR TO PERFORM PROOF-ROLLWITH THE ENGINEER PRESENT. ENGINEER TO DETERMINE IF GEOTEXTILEFABRIC OR SOIL CEMENT TO BE USED FOLLOWING PROOF-ROLL.

1. 1.5" HOT MIX ASPHALT, MT (9.5mm MIXTURE) (1 @ 1.5") REQ'D.
2. 2" HOT MIX ASPHALT, MT (12.5mm MIXTURE) (1 @ 2") REQ'D.
3. 3" HOT MIX ASPHALT, MT (19.0mm MIXTURE) (1 @ 3") REQ'D.
4. 6" SIZE 610 CRUSHED STONE BASE
5. GEOTEXTILE – TYPE V (NON-WOVEN)
6. TYPE "3B" MODIFIED CONCRETE CURB AND GUTTER
7. SIDEWALK (TYPE AND THICKNESS VARIES, SEE PLANS)
8. 4" & VAR. DEPTH TOPSOIL
9. VARIABLE DEPTH COLD MILLING OF ASPHALT PAVEMENT
10. VARIABLE DEPTH BORROW B9
11. STREET LIGHTING, SEE ELECTRICAL PLAN
12. SOIL CEMENT MIXING, 10" THICKNESS 5% – PENDING PROOF ROLL
13. VARIABLE DEPTH BORROW B7-6, REQ'D FOR ROAD WIDENING

AREA TO BE TREATED IN ACCORDANCE WITH THE LANDSCAPE PLAN

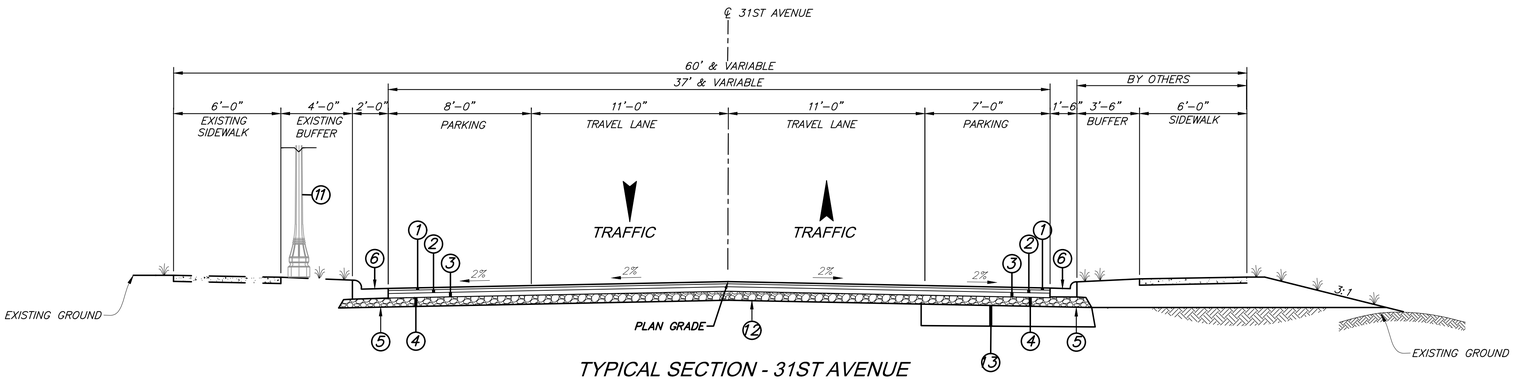



TYPICAL SECTION - 31ST AVENUE
2-LANE WITH PARKING
STA. 33+83.00 TO STA. 38+48.98

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| (2023) ADT = 3600 CURRENT |
| (2033) ADT = 4104 n YEAR |
| (2043) ADT = 4680 DESIGN |
| DHV = 702 |
| D = 50% OF DHV |
| T (TOTAL) = 1% OF ADT |
| 18K (FLEX) = 675/1000 |
| CBR = 10 |

DESIGN STRUCTURE NUMBER – 2.39

| REQUIRED STRUCTURE NUMBER | | | |
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| 2043 | | 2033 | |
| ADL | 14 | ADL | 13 |
| CBR | 10 | CBR | 10 |
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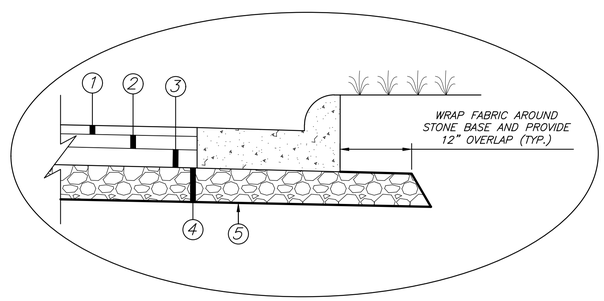

TYPICAL SECTION - 31ST AVENUE
2-LANE WITH PARKING
STA. 38+48.98 TO STA. 39+80.70

GENERAL NOTES

EROSION AND SEDIMENT CONTROL MEASURES ARE TO BE APPLIED ON DISTURBED AREAS INDICATED ( √√√ ) OR AS REQUIRED BY THE STORM WATER POLLUTION PREVENTION PLAN.

CLEARING AND GRUBBING OF CONSTRUCTION EASEMENTS SHALL BE CONSIDERED AS NORMAL RIGHT-OF-WAY AND PAID FOR BY LUMP SUM.

BEFORE FINAL ACCEPTANCES, THE ENTIRE RIGHT-OF-WAY SHALL BE MOWED BY THE CONTRACTOR AT NO COST TO THE PROJECT.




NOTICE TO DRAWING HOLDER

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

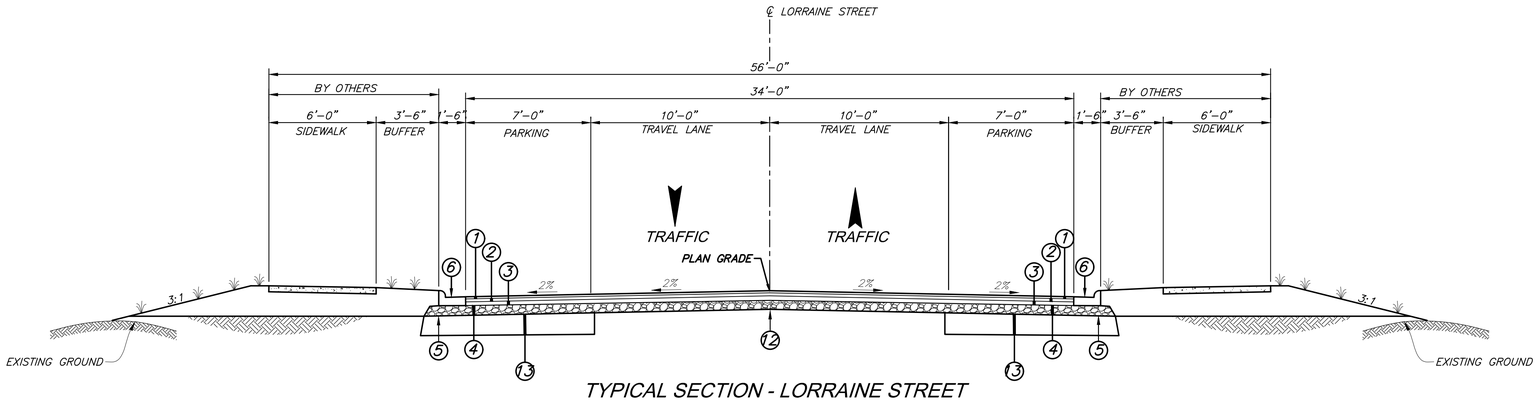
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HATTIESBURG, MISSISSIPPI

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TYPICAL SECTIONS

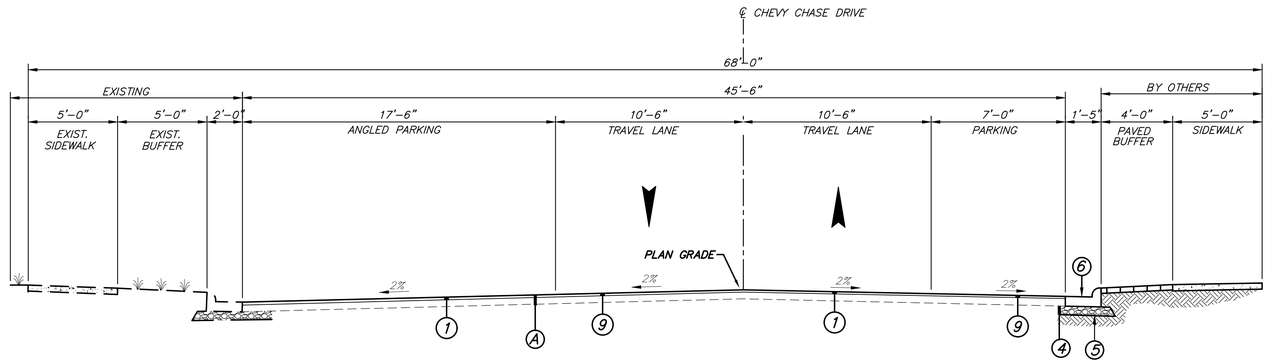
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## TYPICAL SECTION - LORRAINE STREET

STA. 80+45 TO STA. 82+95




## TYPICAL SECTION - CHEVY CHASE DRIVE

STA. 70+10 TO STA. 73+82

- (A) EXISTING ROADWAY PAVEMENT
- (1) 1.5" HOT MIX ASPHALT, MT (9.5mm MIXTURE) (1 @ 1.5") REQ'D.
- (2) 2" HOT MIX ASPHALT, MT (12.5mm MIXTURE) (1 @ 2") REQ'D.
- (3) 3" HOT MIX ASPHALT, MT (19.0mm MIXTURE) (1 @ 3") REQ'D.
- (4) 6" SIZE 610 CRUSHED STONE BASE
- (5) GEOTEXTILE – TYPE V (NON-WOVEN)
- (6) TYPE "3B" MODIFIED CONCRETE CURB AND GUTTER
- (7) SIDEWALK (TYPE AND THICKNESS VARIES, SEE PLANS)
- (8) 4" & VAR. DEPTH TOPSOIL
- (9) VARIABLE DEPTH COLD MILLING OF ASPHALT PAVEMENT
- (10) VARIABLE DEPTH BORROW B9
- (11) STREET LIGHTING, SEE ELECTRICAL PLAN
- (12) SOIL CEMENT MIXING, 6" THICKNESS 5% – PENDING PROOF ROLL
- (13) VARIABLE DEPTH BORROW B7-6, REQ'D FOR ROAD WIDENING
- AREA TO BE TREATED IN ACCORDANCE WITH THE LANDSCAPE PLAN

NOTE:

CONTRACTOR SHALL PREPARE SITE TO SUB-GRADE AND COMPACT TO 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698). FOLLOWING COMPACTION, CONTRACTOR TO PERFORM PROOF-ROLLWITH THE ENGINEER PRESENT. ENGINEER TO DETERMINE IF GEOTEXTILEFABRIC OR SOIL CEMENT TO BE USED FOLLOWING PROOF-ROLL.

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| DRWN: PAN | DATE: 12/2022 |
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

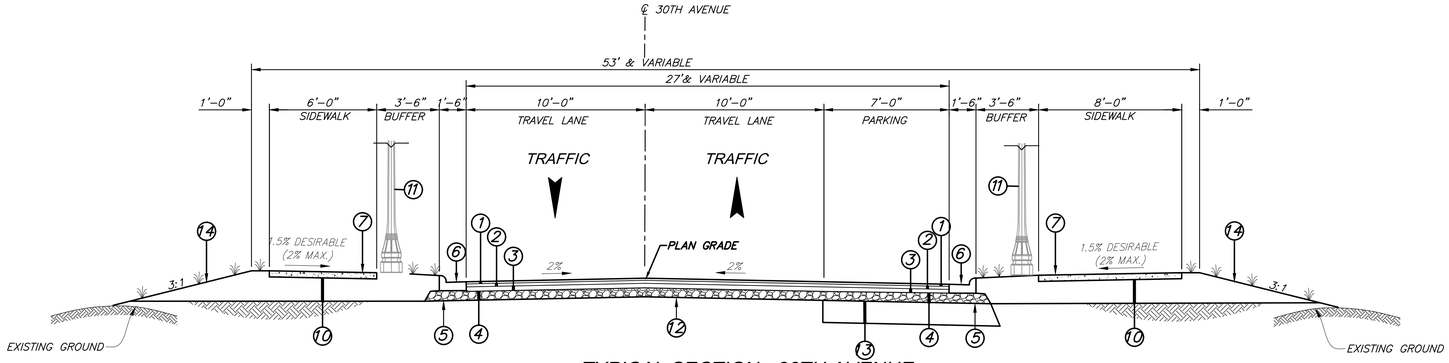
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HATTIESBURG, MISSISSIPPI

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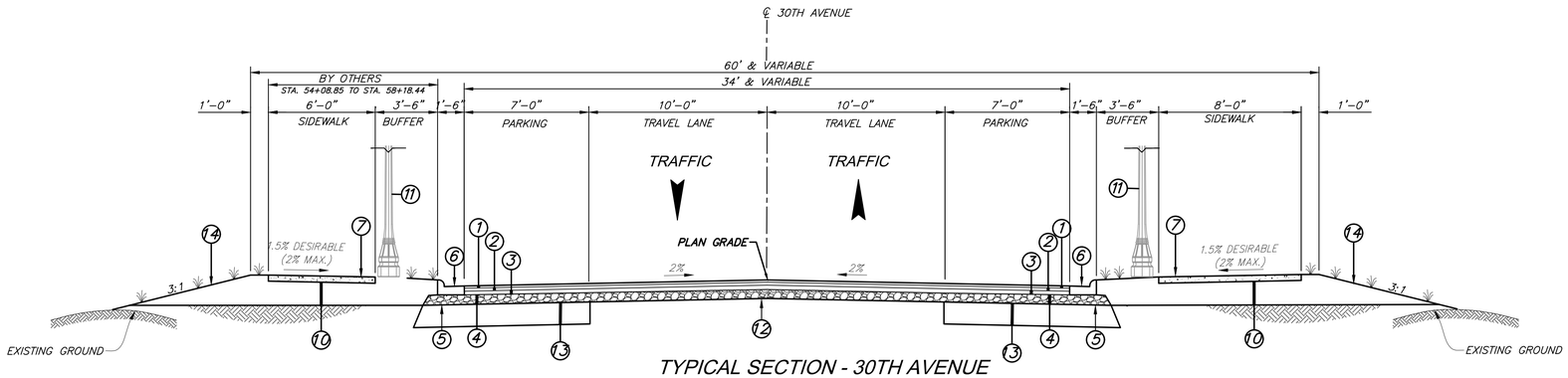
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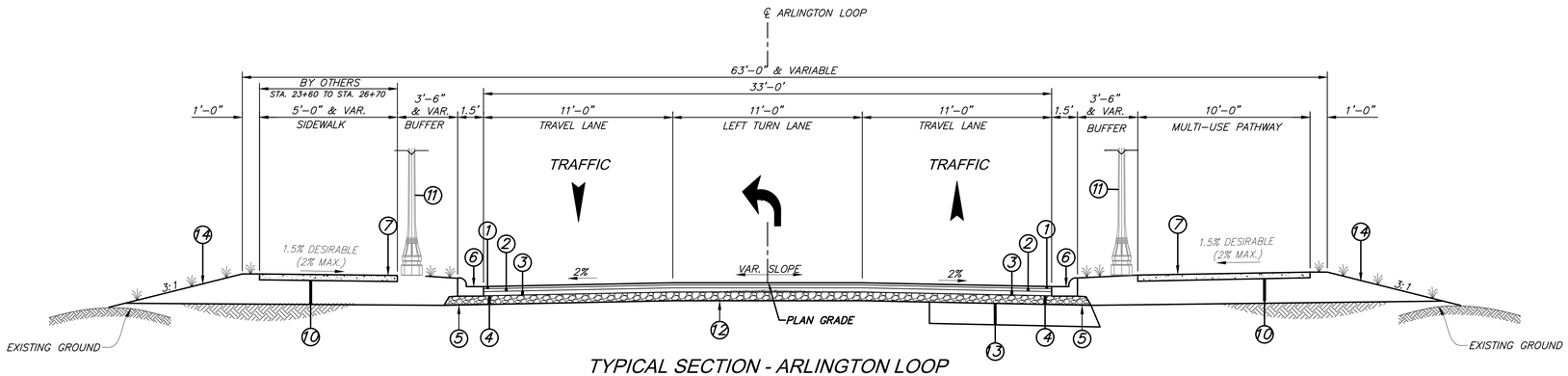
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TYPICAL SECTION - 30TH AVENUE
2-LANE WITH PARKING
STA. 50+53.00 TO STA. 51+29.35




TYPICAL SECTION - 30TH AVENUE
2-LANE WITH PARKING
STA. 51+29.35 TO STA. 54+57.00



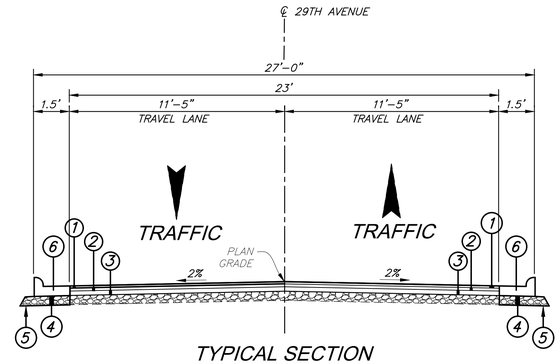

TYPICAL SECTION - ARLINGTON LOOP
2 - LANE MEDIAN DIVIDED
STA. 12+10.00 TO STA. 14+14.00
STA. 20+74.25 TO STA. 23+95.85
STA. 24+55.50 TO STA. 26+70.00

1. 1.5" ASPHALT PAVEMENT, ST (9.5mm MIXTURE) (1 @ 1.5") REQ'D.
2. 2" ASPHALT PAVEMENT, ST (12.5mm MIXTURE) (1 @ 2") REQ'D.
3. 3" ASPHALT PAVEMENT, ST (19.0mm MIXTURE) (1 @ 3") REQ'D.
4. 6" SIZE 610 CRUSHED STONE BASE
5. GEOTEXTILE FABRIC – TYPE V (NON–WOVEN)
6. TYPE "3B" MODIFIED CONCRETE CURB AND GUTTER
7. SIDEWALK (TYPE AND THICKNESS VARIES, SEE PLANS)
8. 12" & VAR. DEPTH TOPSOIL
9. VARIABLE DEPTH COLD MILLING OF ASPHALT PAVEMENT
10. VARIABLE DEPTH BORROW B9
11. STREET LIGHTING, SEE ELECTRICAL PLAN
12. SOIL CEMENT MIXING, 6" THICKNESS 5% – PENDING PROOF ROLL
13. VARIABLE DEPTH BORROW B7–6, REQ'D FOR ROAD WIDENING
14. 4" & VAR. DEPTH TOPSOIL

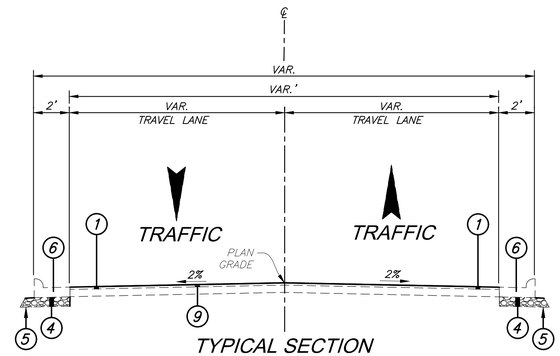
AREA TO BE TREATED IN ACCORDANCE WITH THE LANDSCAPE PLAN

NOTE:

CONTRACTOR SHALL PREPARE SITE TO SUB–GRADE AND COMPACT TO 98% STANDARD PROCTOR MAXIMUM DRY DENSITY (ASTM D 698). FOLLOWING COMPACTION, CONTRACTOR TO PERFORM PROOF–ROLL WITH THE ENGINEER PRESENT. ENGINEER TO DETERMINE IF GEOTEXTILE FABRIC OR SOIL CEMENT TO BE USED FOLLOWING PROOF–ROLL.




TYPICAL SECTION
29TH AVENUE
STA. 90+17.00 TO STA. 90+54.00




TYPICAL SECTION
MILL & OVERLAY SECTIONS
ARLINGTON LOOP – STA. 10+85.00 TO STA. 11+25.00
ARLINGTON LOOP – STA. 26+70.00 TO STA. 28+10.00
29TH AVENUE – STA. 90+54.00 TO STA. 90+74.00
31ST AVENUE – STA. 30+00.00 TO STA. 30+55.00
ARLINGTON LOOP/ 28TH AVENUE INTERSECTION

NOTICE TO DRAWING HOLDER

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| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

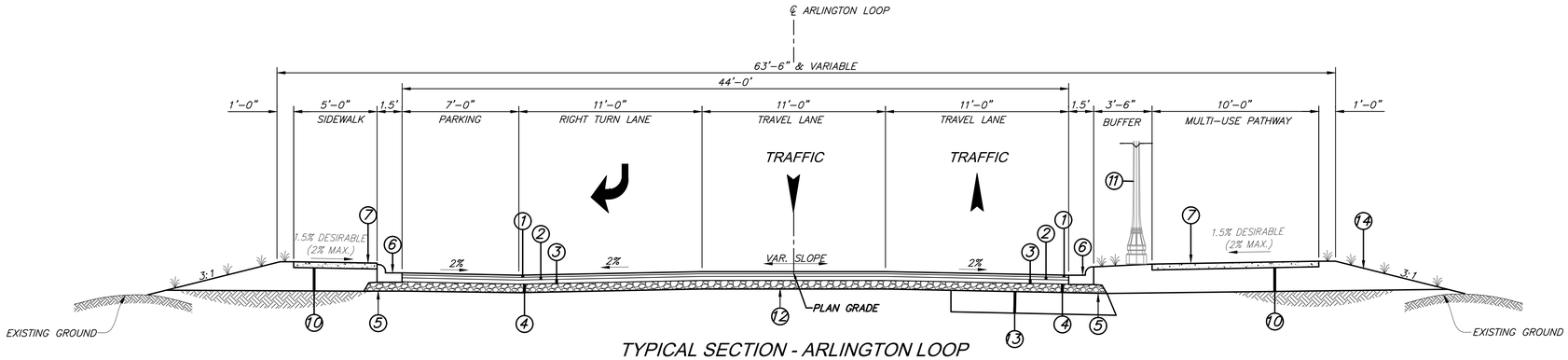
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL–SCHAFFER
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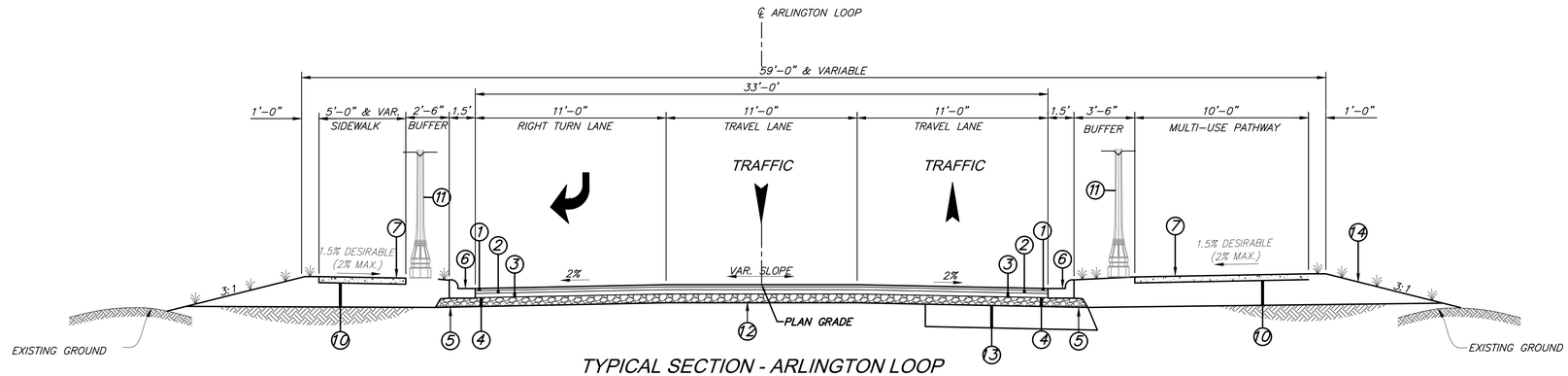
TYPICAL SECTIONS
NON-PARTICIPATING

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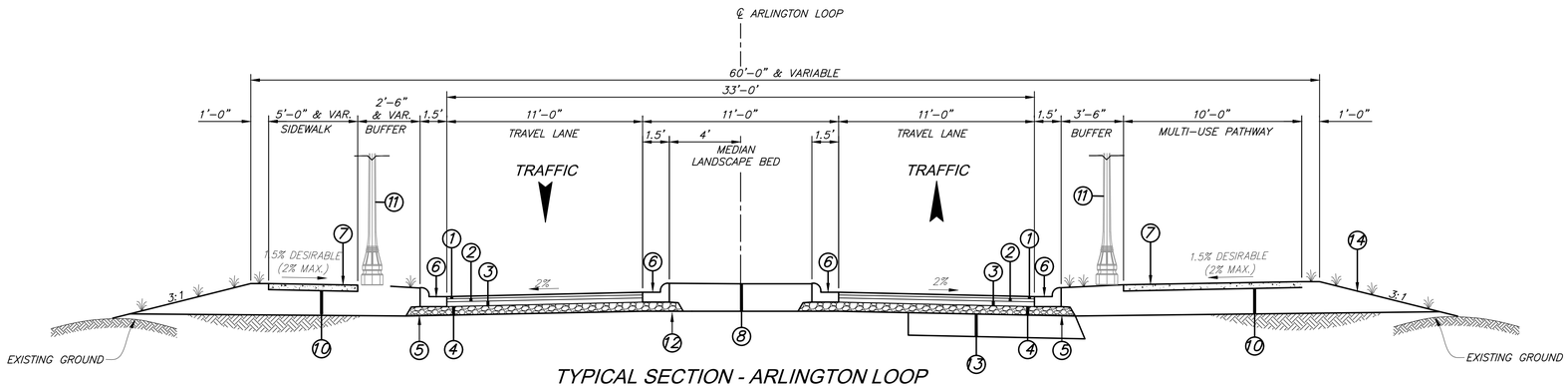
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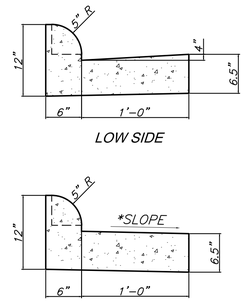

TYPICAL SECTION - ARLINGTON LOOP
2 - LANE WITH RIGHT TUN LANE AND PARKING
STA. 14+86+00 TO STA. 15+48.25




TYPICAL SECTION - ARLINGTON LOOP
2 - LANE WITH RIGHT TURN LANE
STA. 14+14.00 TO STA. 14+86.00
STA. 14+86.00 TO STA. 16+06.80




TYPICAL SECTION - ARLINGTON LOOP
2 - LANE MEDIAN DIVIDED
STA. 16+06.80 TO STA. 17+29.00
STA. 23+95.85 TO STA. 24+55.5




* AS APPLICABLE
(MATCH ADJACENT ROADWAY CROSS-SLOPE)

TYPE "3B" MODIFIED
DETAIL OF COMBINATION CURB & GUTTER
NOT TO SCALE

1. 1.5" ASPHALT PAVEMENT, ST (9.5mm MIXTURE) (1 @ 1.5") REQ'D.
2. 2" ASPHALT PAVEMENT, ST (12.5mm MIXTURE) (1 @ 2") REQ'D.
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7. SIDEWALK (TYPE AND THICKNESS VARIES, SEE PLANS)
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10. VARIABLE DEPTH BORROW B9
11. STREET LIGHTING, SEE ELECTRICAL PLAN
12. SOIL CEMENT MIXING, 6" THICKNESS 5% – PENDING PROOF ROLL
13. VARIABLE DEPTH BORROW B7-6, REQ'D FOR ROAD WIDENING
14. 4" & VAR. DEPTH TOPSOIL

AREA TO BE TREATED IN ACCORDANCE WITH THE LANDSCAPE PLAN

NOTE:

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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TYPICAL SECTIONS
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| TS-4 | 8 |

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## SUMMARY OF QUANTITIES - PARTICIPATING (SHEET 1)

| PAY ITEM NO. | PAY ITEM | UNIT | Prelim | Final | |
|---|---|---|---|---|---|
| | **ROADWAY ITEMS** | | | | |
| S-200-A | Mobilization | LS | 1 | | |
| S-201-A | Clearing and Grubbing | LS | 1 | | (2) |
| S-202-B | Removal of Inlets, Headwalls & Junction Boxes, All Types & Sizes | UNIT | 6 | | |
| S-202-B | Removal of Sign, Ground Mounted with Post | UNIT | 9 | | |
| S-202-B | Removal of Trees | UNIT | 30 | | (4) |
| S-202-C | Removal of Curb & Gutter, All Types | LF | 775 | | (1) |
| S-202-C | Removal of Fence | LF | 8 | | |
| S-202-D | Removal of Pavement, All Types & Depths | SY | 2900 | | (1) |
| S-202-D | Removal of Concrete Sidewalk | SY | 190 | | (1) |
| S-202-D | Removal of Concrete Driveways, All Depths | SY | 120 | | (1) |
| S-202-E | Removal of Pipe, All Sizes | LF | 625 | | (A) |
| 203-A | Unclassified Excavation, FM, AH | CY | 75 | | (A) |
| 203-E | Borrow Excavation, AH, FME, Class B7-6 | CY | 600 | | (7) (A) |
| 203-E | Borrow Excavation, AH, FME, Class B9 | CY | 400 | | (7) (A) |
| 203-G | Excess Excavation, FM, AH | CY | 825 | | (A) |
| 211-A | Topsoil for Slope Treatment, From Right-Of-Way | SY | 3500 | | (A) |
| S-211-B | Topsoil for Slope Treatment, (Contractor Furnished)(LVM) | CY | 160 | | (5) (A) |
| 219-A | Watering | MGAL | 225 | | (A) |
| S-226-A | Solid Sodding | SY | 100 | | (8) |
| S-226-A | Solid Sodding | SY | 1250 | | (9) |
| S-232-A | Geotextile Fabric Stabilization, Type V, Non-Woven < .84 MM | SY | 4800 | | (A) |
| 907-242-PP | Double Faced Sign on Flexible Delineator, Per Plans | EA | 2 | | (A) |
| 907-262-A | Utility Work - Water, 6" Insertion Valve | EA | 3 | | (A) |
| 907-262-A | Utility Work - Water, 6" Ductile Iron Water Main | LF | 80 | | (A) |
| 907-262-A | Utility Work - Water, Ductile Iron Fittings | LBS | 1000 | | (A) |
| 304-G | Size 610 Crushed Stone Base, AEA | CY | 765 | | |
| S-308-A-2 | Portland Cement | TON | 50 | | |
| S-308-B-1 | Soil-Cement-Water Mixing (Optional Mixers) | SY | 4355 | | |
| S-403-A | 12.5-mm, ST, Asphalt Pavement | TON | 425 | | |
| S-403-A | 19-mm, ST, Asphalt Pavement | TON | 640 | | |
| S-403-A | 9.5-mm, ST, Asphalt Pavement | TON | 460 | | |
| S-406-A | Cold Milling of Bituminous Pavement, All Depth | SY | 1650 | | |
| S-407-A | Asphalt for Tack Coat | GAL | 700 | | |
| 907-417-A | Polymer Cement Surface System | SY | 155 | | (6) (A) |
| S-601-B | Class "B" Structural Concrete, Minor Structures | CY | 53 | | (13) |
| S-602-A | Reinforcing Steel | LBS | 6289 | | |
| S-603-PE | 15" Corrugated Polyethylene Pipe | LF | 1196 | | (11) (12) (13) |
| S-603-PE | 18" Corrugated Polyethylene Pipe | LF | 80 | | (11) (12) (13) |
| S-604-A | Castings | LBS | 1185 | | |
| S-608-A | Concrete Sidewalk, Without Reinforcement | SY | 915 | | (14) (15) |
| S-608-B | Concrete Driveway, With Reinforcement | SY | 156 | | (10) |
| S-609-D | Combination Combination Concrete Curb and Gutter Type "3B" Modified | LF | 2625 | | |
| S-613-E | Adjustment of Manholes | EA | 5 | | (18) (3) |
| S-613-E | Adjustment of Water Valves | EA | 10 | | (18) (3) |
| S-618-A | Maintenance of Traffic | LS | 1 | | (17) |
| S-618-B | Additional Construction Signs | SF | 10 | | (16) |
| 619-G4 | Barricades, Type III | LF | 1 | | (16) (A) (19) |
| 619-G4 | Barricades, Type III | LF | 1 | | (16) (A) (20) |
| 619-G4 | Barricades, Type III | LF | 1 | | (16) (A) (21) |
| 619-G7 | Warning Lights, Type "B" | EA | 1 | | (16) (A) |

FOOTNOTES

(A) WORK FOR THIS PAY ITEM SHALL BE PERFORMED IN CONFORMANCE WITH DIVISION 200 THROUGH 800 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.

(1) PAVEMENT MATERIALS SHALL BE REMOVED IN A MANNER TO PROVIDE UNIFORM EDGES FOR INSTALLATION OF NEW PAVEMENT SURFACE AND/OR CONSTRUCTION OF CURB. ANY REQUIRED SAWCUTS SHALL BE COST ABSORBED.

(2) INCLUDES ALL VEGETATIVE MATERIAL (EXCEPT TREES LARGER THAN 8 INCHES) THAT IS IN CONFLICT WITH THE WORK.

(3) ESTIMATED QUANTITY.

(4) SOME TREES THAT MAY REQUIRED TO BE REMOVED ARE NOT INDICATED ON THE PLANS. THESE TREES SHALL BE VERIFIED WITH THE CITY. INCLUDES STUMP REMOVAL FOR TREES GREATER THAN 8".

(5) ESTIMATED QUANTITY. TO BE USED AFTER TOPSOIL MATERIAL FROM ROW IS EXHAUSTED.

(6) POLYMER CEMENT SURFACE SYSTEM (REF. WKG. NO. DET-2) & 907-417-1 OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION

(7) REFER TO TYPICAL SECTION FOR LOCATIONS.

(8) ST. AUGUSTINE

(9) CENTIPEDE

(10) 6-INCH THICKNESS, WITH STAMPED AND COLORED CONCRETE BRICK BOARDER

(11) INCLUDES BEDDING (CLASS B AS PER SECTION 603.03.03) AND SELECT BACKFILL (CLASS B AS PER SECTION 603.03.03) (COST ABSORBED)

(12) TO INCLUDE PERFORATIONS AND SOCK

(13) INCLUDES STRUCTURE EXCAVATION

(14) INCLUDES ADA RAMPS AND CONCRETE SIDEWALK UNDER DETECTABLE WARNINGS.

(15) WITHOUT REINFORCEMENT

(16) ONLY TO BE USED IF NEEDED AND APPROVED BY THE ENGINEER. TO BE USED IN ADDITION TO THE REQUIREMENTS IN THE PLANS.

(17) TO INCLUDE TEMPORARY TRAFFIC STRIPPING, TRAFFIC CONTROL DEVICES, AND PEDESTRIAN SAFETY FENCING.

(18) REF. WKG. NO. DET-9.

(19) DOUBLE FACED

(20) SINGLE FACED

(21) SINGLE FACED - RED/WHITE

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| SCALE: NO SCALE | |
| SURVEYED BY: | |
| DSGN: GPC | DATE: 02/2023 |
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MIDTOWN STREET SCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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SUMMARY OF QUANTITIES

| WORKING NUMBER: | DRAWING NUMBER: |
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| SQ-1 | 9 |

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# SUMMARY OF QUANTITIES (SHEET 2)

| PAY ITEM NO. | PAY ITEM | UNIT | Prelim | Final | |
|---|---|---|---|---|---|
| S-621-E-1 | 6" Wide Thermoplastic Traffic Stripe (Continuous Yellow) (90 MIL) | LF | 2450 | | |
| S-621-G-1 | Thermoplastic Detail Stripe (White) (90 MIL) | LF | 850 | | |
| S-621-H-1 | Thermoplastic Legend (White) (120 MIL) | LF | 550 | | |
| S-621-H-2 | Thermoplastic Legend (White) (120 MIL) | SF | 60 | | |
| S-627-K | Red-Clear Reflective High Performance Raised Markers | EA | 5 | | |
| S-627-L | Two-Way Yellow Reflective High Performance Raised Markers | EA | 110 | | |
| S-630-B | Reflectorized Traffic Regulartory Sign (Encapsulated Lens) | EA | 11 | | |
| 907-630-PP500 | Decorative Sign Post, Per Plans | EA | 11 | | (1) (A) |
| | **EROSION CONTROL ITEMS** | | | | |
| S-233-A | Temporary Silt Fence (TYPE I) (AOS 0.15-0.84) | LF | 2900 | | (2) |
| 246-A | Sandbags | EA | 75 | | (1) (3) (A) |
| | **LANDSCAPE ITEMS** | | | | |
| 211-C | Topsoil for Plant Holes, Contractor Furnished | CY | 20 | | (A) |
| 212-B | Standard Ground Preperation | SY | 1300 | | (A) |
| 230-A | Shrub Planting, 'Autumn Coral' Encore Azalea | EA | 8 | | (A) |
| 230-A | Shrub Planting, 'Autumn Lily' Encore Azalea | EA | 9 | | (A) |
| 230-A | Shrub Planting, 'Blue Cascade' Distylium | EA | 33 | | (A) |
| 230-A | Shrub Planting, Drift Rose 'Coral' | EA | 12 | | (A) |
| 230-A | Shrub Planting, 'New Gold' Lantana | EA | 30 | | (A) |
| 230-A | Shrub Planting, 'October Magic' Shi Shi Camellia | EA | 10 | | (A) |
| 230-A | Shrub Planting, Sasanqua Camellia | EA | 2 | | (A) |
| 230-A | Shrub Planting, 'Wheeler's Dwarf' Pittosporum | EA | 4 | | (A) |
| 230-A | Shrub Planting, Drift Rose 'White' | EA | 7 | | (A) |
| 230-A | Groundcover Planting, Purple Heart | EA | 117 | | (A) |
| 230-A | Groundcover Planting, Blue Rug Juniper | EA | 100 | | (A) |
| 230-A | Groundcover Planting, Mondo Grass | EA | 287 | | (A) |
| 230-B | Tree Planting, Coral Bark Japanese Maple | EA | 1 | | (A) |
| 230-B | Tree Planting, Cherrybark Oak | EA | 16 | | (A) |
| 230-B | Tree Planting, Swamp Chestnut Oak | EA | 18 | | (A) |
| 230-B | Tree Planting, Willow Oak | EA | 2 | | (A) |
| 230-B | Tree Planting, Nellie R. Stevens Holly | EA | 12 | | (A) |
| 230-B | Tree Planting, Sweetbay Magnolia | EA | 4 | | (A) |
| 230-B | Tree Planting, Trident Maple | EA | 2 | | (A) |
| 230-D | Bed Preperation | SF | 1300 | | (A) |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 10 gram | K | 1 | | (A) |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 21 gram | K | 1 | | (A) |
| 233-A | Tree Bark Mulch, Type III | CY | 12 | | (5) (A) |
| 233-A | Tree Bark Mulch, Type V | CY | 12 | | (5) (A) |
| 233-C | Straw Mulch, Pine | BALE | 12 | | (A) |
| | **LIGHTING ITEMS** | | | | |
| 637-C028 | Traffic Signal Conduit, Underground, Type 4, 2" | LF | 70 | | (A) |
| 907-637-C | Traffic Signal Conduit, Underground, Type 4, 8" PVC SCHD 40 | LF | 200 | | (A) |
| 682-A041 | Underground Branch Circuit AWG 8, 5 Conductor | LF | 780 | | (A) |
| 682-F001 | Secondary Power Controller | EA | 1 | | (A) |
| 683-B | Lighting Assembly, Low Mast, LED, Type 35-1-6-120 | EA | 6 | | (A) |
| 684-A | Pole Foundation, 24" | CY | 18 | | (4) (A) |

FOOTNOTES

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(1) INCLUDES MOUNTING HARDWARE

(2) ESTIMATED QUANTITY.

(3) INCLUDES 3" SQUARE POST, BREAKAWAY SIGN SUPPORTS, 30" STUB POST FOR FOOTING, DECORATIVE BALL TYPE POLE TOP FINALS, SIGN BRACKETS, ALL INCIDENTAL ITEMS FOR COMPLETE SIGN ASSEMBLY, AND CONCRETE FOOTINGS. REF. WKG. NO. DET-6.

(4) INCLUDES REINFORCING STEEL, REF. WKG. NO. LD-3

(5) USED FOR TREES AND SHRUBS OUTSIDE OF BED AREAS.

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MIDTOWN STREET SCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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SUMMARY OF QUANTITIES

| WORKING NUMBER: | DRAWING NUMBER: |
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| SQ-2 | 10 |

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# SUMMARY OF QUANTITIES - NON-PARTICIPATING (SHEET 3)

| PAY ITEM NO. | PAY ITEM | UNIT | Prelim | Final | |
|---|---|---|---|---|---|
| | **ROADWAY ITEMS** | | | | |
| 201-A | Clearing and Grubbing | LS | 1 | | (2) |
| 202-B | Removal of Pavement, All Types & Depths | SY | 7500 | | (1) |
| 202-B | Removal of Concrete Ditch Pavement | SY | 33 | | (1) |
| 202-B | Removal of Curb, All Types | LF | 1425 | | (1) |
| 202-B | Removal of Concrete Sidewalk | SY | 535 | | (1) |
| 202-B | Removal of Concrete Driveways, All Depths | SY | 1290 | | (1) |
| 202-B | Removal of Inlets, Headwalls & Junction Boxs, All Types & Sizes | EA | 22 | | |
| 202-B | Removal of Pipe, 8" And Above | LF | 3120 | | |
| 202-B | Removal of Sign, Ground Mounted with Post | EA | 8 | | |
| 202-B | Removal of RipRap | SY | 90 | | |
| 202-B | Removal of Light | EA | 4 | | |
| 202-B | Removal of Trees | EA | 35 | | (3) |
| 202-B | Removal of Brick Driveway | SY | 195 | | |
| 203-A | Unclassified Excavation, FM, AH | CY | 300 | | |
| 203-E | Borrow Excavation, AH, FME, Class B7-6 | CY | 1200 | | (6) |
| 203-E | Borrow Excavation, AH, FME, Class B9 | CY | 6000 | | (6) |
| 203-G | Excess Excavation, FM, AH | CY | 500 | | |
| 209-A | Geotextile Stabilization, Type V, Non-Woven | SY | 11000 | | |
| 211-B | Topsoil for Slope Treatment, From Right-OF-Way | SY | 8800 | | |
| 216-B | Topsoil for Slope Treatment, Contractor Furnished | CY | 685 | | (4) |
| 266-A | Solid Sodding, St. Augustine | SY | 120 | | (7) |
| 216-A | Solid Sodding, Centipede | SY | 6500 | | (8) |
| 219-A | Watering | MGAL | 100 | | |
| 907-242-PP | Stairs, Per Plans | EA | 1 | | (12) |
| 907-242-PP | Brick Steps, Per Plans | EA | 1 | | (13) |
| 907-262-A | Utility Work - Water, 6" Insertion Valve | EA | 5 | | |
| 907-262-A | Utility Work - Water, 6" Ductile Iron Water Main | LF | 500 | | |
| 907-262-A | Utility Work - Ductile Iron Fitting | LBS | 7500 | | |
| 907-265-F | Fire Hydrant Assembly | EA | 5 | | |
| 304-G | Size 610 Crushed Stone Base, AEA | CY | 1900 | | |
| 308-A | Cement | TON | 125 | | |
| 308-B | Soil-Cement-Water Mixing, Optional Mixers, Base | SY | 12500 | | |
| 403-A | 12.5-mm, ST, Asphalt Pavement | TON | 1200 | | |
| 403-A | 19-mm, ST, Asphalt Pavement | TON | 1800 | | |
| 403-A | 9.5-mm, ST, Asphalt Pavement | TON | 900 | | |
| 406-D | Fine Milling of Bituminous Pavement, All Depths | SY | 1100 | | |
| 407-A | Asphalt for Tack Coat | GAL | 800 | | |
| 907-417-A | Polymer Cement Surface System | SY | 475 | | (5) |
| 601-A | Class "C" Structural Concrete | CY | 20 | | (11)(14) |
| 601-A | Class "B" Structural Concrete | CY | 56 | | (11)(15) |
| 601-B | Class "B" Structural Concrete, Minor Structures | CY | 160 | | (11) |
| 602-A | Reinforcing Steel | LBS | 22000 | | |
| 603-PE | 15" Corrugated Polyethylene Pipe | LF | 465 | | (9)(11) |
| 603-PE | 18" Corrugated Polyethylene Pipe | LF | 330 | | (9)(11) |
| 603-PE | 24" Corrugated Polyethylene Pipe | LF | 565 | | (9)(11) |
| 603-PE | 30" Corrugated Polyethylene Pipe | LF | 640 | | (9)(10)(11) |
| 603-PE | 36" Corrugated Polyethylene Pipe | LF | 110 | | (9)(10)(11) |
| 603-PE | 48" Corrugated Polyethylene Pipe | LF | 1415 | | (9)(10)(11) |
| 603-SB | Branch Connections - Stub into Box Culvert | EA | 3 | | (9)(10)(11) |
| 604-A | Castings | LBS | 2370 | | (9)(10)(11) |
| 604-B | Gratings | LBS | 950 | | |
| L00077: 907-603-PP | Preformed Polyethylene Drainage Catch Basin, 30" | EA | 5 | | |

FOOTNOTES

(1) PAVEMENT MATERIALS SHALL BE REMOVED IN A MANNER TO PROVIDE UNIFORM EDGES FOR INSTALLATION OF NEW PAVEMENT SURFACE AND/OR CONSTRUCTION OF CURB. ANY REQUIRED SAWCUTS SHALL BE COST ABSORBED.

(2) INCLUDES ALL VEGETATIVE MATERIAL (EXCEPT TREES LARGER THAN 8 INCHES) THAT IS IN CONFLICT WITH THE WORK.

(3) SOME TREES THAT MAY REQUIRED TO BE REMOVED ARE NOT INDICATED ON THE PLANS. THESE TREES SHALL BE VERIFIED WITH THE CITY. INCLUDES STUMP REMOVAL FOR TREES GREATER THAN 8".

(4) ESTIMATED QUANTITY. TO BE USED AFTER TOPSOIL MATERIAL FROM ROW IS EXHAUSTED.

(5) POLYMER CEMENT SURFACE SYSTEM (REF. WKG. NO. DET-2) & 907-417-1 OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION

(6) REFER TO TYPICAL SECTION FOR LOCATIONS.

(7) ST. AUGUSTINE

(8) CENTIPEDE

(9) INCLUDES BEDDING (CLASS B AS PER SECTION 603.03.03) AND SELECT BACKFILL (CLASS B AS PER SECTION 603.03.03) (COST ABSORBED)

(10) TO INCLUDE PERFORATIONS AND SOCK

(11) INCLUDES STRUCTURE EXCAVATION

(12) INCLUDES REINFORCEMENT AND CONCRETE

(13) INCLUDES BRICK, MORTAR, CONCRETE, AND REINFORCING STEEL

(14) USED FOR CONCRETE DITCH PAVING

(15) USED FOR BOX CULVERT EXTENSION

NOTICE TO DRAWING HOLDER

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| FILENAME: 16886_SQ_Combined_USE.dwg | |
| SCALE: NO SCALE | |
| SURVEYED BY: | |
| DSGN: GPC | DATE: 02/2023 |
| DRWN: PAN | DATE: 02/2023 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREET SCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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SUMMARY OF QUANTITIES
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| SQ-3 | 11 |

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## SUMMARY OF QUANTITIES (SHEET 4)

| PAY ITEM NO. | PAY ITEM | UNIT | Prelim | Final | |
|---|---|---|---|---|---|
| 907-601-PP | 4' Decorative Steel Fence, Per Plans | LF | 435 | | (4) |
| 907-601-PP | 4' Decorative Steel Fence , Single Gate, Per Plans | EA | 2 | | (5) |
| 907-601-PP | 4' Decorative Steel Fence, Double Gate, Per Plans | EA | 1 | | (5) |
| 907-601-PP | Hand Rail | LF | 75 | | (5) |
| 608-A | Concrete Sidewalk, Without Reinforcement | SY | 3900 | | (1) |
| 609-D | Combination Concrete Curb and Gutter Type "3B" Modified | LF | 5770 | | |
| 613-D | Adjustment of Manholes | EA | 15 | | (2) (3) |
| 613-D | Adjustment of Water Valves | EA | 15 | | (2) (3) |
| 614-B | Concrete Driveway, With Reinforcement, 6-inch Thickness | SY | 550 | | |
| 614-B | Concrete Driveway, With Reinforcement, 6-inch Thickness | SY | 150 | | (9) |
| 614-B | Concrete Driveway, With Reinforcement, 6-inch Thickness | SY | 45 | | (10) |
| 614-B | Brick Paver Driveway | SY | 125 | | (11) |
| 907-616-C | Colored & Imprinted Concrete Median and Island Pavement, 10-inch | SF | 800 | | (6) |
| 618-A | Maintenance of Traffic | LS | 1 | | (7) |
| 620-A | Mobilization | LS | 1 | | |
| 618-B | Additional Construction Signs | SF | 10 | | (12) |
| 619-G | Barricades, Type III | LF | 1 | | (12) |
| 619-G | Barricades, Type III | LF | 1 | | (12) |
| 619-G | Warning Lights, Type "B" | EA | 1 | | (12) |
| 625-F | Legend, Blue- ADA | SF | 13 | | |
| 625-F | Legend, Blue- ADA | LF | 195 | | |
| 626-D | 6" Thermoplastic Traffic Stripe, Skip Yellow | LF | 225 | | |
| 626-E | 6" Thermoplastic Traffic Stripe, Continuous Yellow | LF | 2650 | | |
| 626-G | Thermoplastic Detail Stripe, White | LF | 1100 | | |
| 626-G | Thermoplastic Detail Stripe, Yellow | LF | 175 | | |
| 626-H | Thermoplastic Legend, White | SF | 230 | | |
| 626-H | Thermoplastic Legend, White | LF | 1900 | | |
| 627-K | Red-Clear Reflective High Performance Raised Markers | EA | 20 | | |
| 627-L | Two-Way Yellow Reflective High Performance Raised Markers | EA | 170 | | |
| 630-A | Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness | SF | 67 | | |
| 907-630-PP | Decorative Sign Post, Per Plans | EA | 12 | | (13) |
| 699-A | Roadway Construction Stakes | LS | 1 | | (8) |
| | **EROSION CONTROL ITEMS** | | | | |
| 234-A | Temporary Silt Fence | LF | 5000 | | (2) |
| 234-D | Inlet Siltation Guard | EA | 10 | | (2) |
| 237-A | Wattles, 20" | LF | 435 | | (2) |
| 246-A | Sandbags | EA | 100 | | (2) |
| | **LANDSCAPING ITEMS** | | | | |
| 211-C | Topsoil for Plant Holes, Contractor Furnished | CY | 75 | | |
| 212-B | Standard Ground Preparation | SY | 9500 | | |
| 230-A | Shrub Planting, 'Autumn Coral' Encore Azalea | EA | 10 | | |
| 230-A | Shrub Planting, 'Autumn Lily' Encore Azalea | EA | 13 | | |
| 230-A | Shrub Planting, 'Blue Cascade' Distylium | EA | 122 | | |
| 230-A | Shrub Planting, Drift Rose 'Coral' | EA | 234 | | |
| 230-A | Shrub Planting, Dwarf Palmetto | EA | 1 | | |
| 230-A | Shrub Planting, 'New Gold' Lantana | EA | 378 | | |
| 230-A | Shrub Planting, 'October Magic' Shi Shi Camellia | EA | 12 | | |
| 230-A | Shrub Planting, Pink Muhly Grass | EA | 12 | | |
| 230-A | Shrub Planting, Sasanqua Camellia | EA | 2 | | |
| 230-A | Shrub Planting, Sunshine Chinese Privet | EA | 4 | | |
| 230-A | Shrub Planting, Sweet Olive | EA | 2 | | |
| 230-A | Shrub Planting, 'Wheeler's Dwarf' Pittosporum | EA | 6 | | |

FOOTNOTES

(1) INCLUDES ADA RAMPS AND CONCRETE SIDEWALK UNDER DETECTABLE WARNINGS.

(2) ESTIMATED QUANTITY

(3) REF. WKG. NO. DET-9.

(4) INCLUDES POST, FENCE PANELS, FOOTINGS, AND ATTACHMENT HARDWARE

(5) INCLUDES POST, FENCE PANEL, ATTACHMENT HARDWARE, SLEEVES, AND GROUT

(6) USED IN MEDIAN ISLANDS. INCLUDES 10" THICK CONCRETE, STAMPING, AND COLORING. STAMP PATTERN SHALL BE BOTH HERRINGBONE AND SOLDIER COURSE AS SHOWN IN THE PLANS. COLOR SHALL SELECTED BY OWNER FROM STANDARD AVAILABLE COLORS.

(7) TO INCLUDE TEMPORARY TRAFFIC STRIPPING AND TRAFFIC CONTROL DEVICES

(8) TO BE USED FOR PARTICIPATING AND NON-PARTICIPATING ITEMS OF WORK

(9) WITH STAMPED AND COLORED CONCRETE BRICK BOARDER

(10) EXPOSED AGGREGATE CONCRETE

(11) SHALL MATCH EXISTING DRIVEWAY AND SUBMITTED TO THE ENGINEER FOR APPROVAL

(12) ONLY TO BE USED IF NEEDED AND APPROVED BY THE ENGINEER. TO BE USED IN ADDITION TO THE REQUIREMENTS IN THE PLANS.

(13) INCLUDES 3" SQUARE POST, BREAKAWAY SIGN SUPPORTS, 30" STUB POST FOR FOOTING, DECORATIVE BALL TYPE POLE TOP FINALS, SIGN BRACKETS, ALL INCIDENTAL ITEMS FOR COMPLETE SIGN ASSEMBLY, AND CONCRETE FOOTINGS. REF. WKG. NO. DET-6.

NOTE:

WORK FOR THE NON-PARTICIPATING PORTION SHALL BE PERFORMED IN CONFORMANCE WITH DIVISION 200 THROUGH 800 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.

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| DSGN: GPC | DATE: 02/2023 |
| DRWN: PAN | DATE: 02/2023 |
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| QA/QC: | DATE: |

MIDTOWN STREET SCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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SUMMARY OF QUANTITIES
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| SQ-4 | 12 |

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## SUMMARY OF QUANTITIES - NON-PARTICIPATING (SHEET 5)

| PAY ITEM NO. | PAY ITEM | UNIT | Prelim | Final | |
|---|---|---|---|---|---|
| 230-A | Shrub Planting, Drift Rose 'White' | EA | 6 | | |
| 230-A | Groundcover, Aztec Grass | EA | 212 | | |
| 230-A | Groundcover, Planting, Purple Heart | EA | 212 | | |
| 230-A | Groundcover, Planting, Blue Rug Juniper | EA | 906 | | |
| 230-A | Groundcover, Planting, Mondo Grass | EA | 517 | | |
| 230-B | Tree Planting, Nuttall Oak | EA | 17 | | |
| 230-B | Tree Planting, Overcup Oak | EA | 10 | | |
| 230-B | Tree Planting, Shumard Oak | EA | 20 | | |
| 230-B | Tree Planting, Willow Oak | EA | 10 | | |
| 230-B | Tree Planting, Pond Cypress | EA | 1 | | |
| 230-B | Tree Planting, Natchez Crape Myrtle Multi-Trunk | EA | 1 | | |
| 230-B | Tree Planting, Nellie R. Stevens Holly | EA | 8 | | |
| 230-B | Tree Planting, Sweetbay Magnolia | EA | 13 | | |
| 230-B | Tree Planting, Trident Maple | EA | 9 | | |
| 230-D | Bed Preparation | SF | 9000 | | |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 10 gram | K | 1 | | |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 21 gram | K | 3 | | |
| 233-A | Tree Bark Mulch, Type III | CY | 60 | | (1) |
| 233-A | Tree Bark Mulch, Type V | CY | 75 | | (1) |
| 233-C | Straw Mulch, Pine | BALE | 5 | | |
| | **LIGHTING ITEMS** | | | | |
| 637-C | Traffic Signal Conduit, Underground, Type 4, 2" | LF | 65 | | |
| 682-A | Underground Branch Circuit AWG 8, 5 Conductor | LF | 4720 | | |
| 682-D | Underground Pull Box | EA | 2 | | |
| 682-F | Secondary Power Controller | EA | 1 | | |
| 683-B | Lighting Assembly, Low Mast, LED, Type 35-1-6-120 | EA | 28 | | |
| 684-A | Pole Foundation, 24" Diameter | CY | 85 | | (2) |

FOOTNOTES

(1) USED FOR TREES AND SHRUBS OUTSIDE OF BED AREAS.

(2) INCLUDES REINFORCING STEEL.

NOTE:

WORK FOR THE NON-PARTICIPATING PORTION SHALL BE PERFORMED IN CONFORMANCE WITH DIVISION 200 THROUGH 800 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.

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| FILENAME: 16886_SQ_Combined_USE.dwg | |
| SCALE: NO SCALE | |
| SURVEYED BY: | |
| DSGN: GPC | DATE: 02/2023 |
| DRWN: PAN | DATE: 02/2023 |
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| QA/QC: | DATE: |

MIDTOWN STREET SCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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SUMMARY OF QUANTITIES
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| SQ-5 | 13 |

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## REMOVAL ITEMS

| WK. SH. NO. | STATION TO STATION | | FINE MILLING OF ASPHALT PAVEMENT | PAVEMENT (ALL TYPES & DEPTHS) | CONCRETE DRIVEWAYS (ALL DEPTHS) | CONCRETE SIDEWALK | CURB & GUTTER (ALL TYPES) | PIPE 8" & ABOVE | CONCRETE PAVED DITCH | RIPRAP | INLETS & JUNCTION BOXES | TREES (SEE NOTE #1) | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| DEMO-1 | 30+00 | 41+00 | | 2,150 | 120 | 165 | 405 | 587 | | | 4 | 20 | S. 31ST AVENUE |
| DEMO-2 | 70+00 | 83+50 | 1,650 | 750 | | 25 | 370 | 38 | | | 2 | 10 | CHEVY CHASE STREET & LORRAINE STREET |
| DEMO-3 | 10+50 | 22+00 | 245 | 3,196 | 553 | 300 | 360 | 1,600 | | | 11 | | ARLINGTON LOOP |
| DEMO-4 | 22+00 | 27+75 | 855 | 2,115 | 216 | 193 | 1,029 | 823 | 33 | 85 | 8 | 20 | ARLINGTON LOOP |
| DEMO-5 | 50+00 | 59+50 | 0 | 2,189 | 521 | 42 | | 697 | | | 3 | 12 | 30TH AVENUE |
| UNITS | | | SQ. YDS. | SQ. YDS. | SQ. YDS. | SQ. YDS. | LIN. FT. | LIN. FT. | SQ. YDS. | SY | EACH | EACH | |
| PARTICIPATING TOTALS | | | 1,650 | 2,900 | 120 | 190 | 775 | 625 | 0 | 0 | 6 | 30 | |
| NON-PARTICIPATING TOTALS | | | 1100 | 7500 | 1290 | 535 | 1389 | 3120 | 33 | 85 | 22 | 32 | |

*NOTE #1: CONTRACTOR SHALL REMOVE ALL TREES AND STUMPS WITHIN R.O.W. (THAT CONFLICT WITH NEW CONSTRUCTION) AS PER SECTION 201.03.1.2 OF THE MDOT STANDARD SPECIFICATIONS.*
*REMOVAL OF TREE STUMPS SHALL BE INCLUDED IN COST FOR REMOVAL OF TREES AND PAID UNDER PAY ITEM S-202-B(PARTICPATING)/202-B (NON-PARTICIPATING), REMOVAL OF TREES. .*
*ALL OTHER VEGETATIVE MATERIAL REQUIRED TO BE REMOVED WILL NOT BE MEASURED FOR SEPARATE PAYMENT BUT SHALL BE ABSORBED IN THE COST OF PAY ITEM S-201-A (PARTICIPATING)/ 201-A (NON-PARTICIPATING).*

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| FILENAME: 16886_EQ_USE.dwg | |
| SCALE: NO SCALE | |
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| DRWN: PAN | DATE: 12/2022 |
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| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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ESTIMATED QUANTITIES

| WORKING NUMBER: | DRAWING NUMBER: |
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| EQ-1 | 13A |

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# PIPE CULVERT DRAINAGE STRUCTURES

| WK. SH. NO. | STATION | SIDE | ID NO. | TYPE | CORRUGATED POLYETHYLENE PIPE | | | | | REINFORCED CONCRETE PIPE | | | | | | SIZE | | | OPENINGS | DRAWINGS REQ'D | CLASS "B" CONC. | REINF. STEEL | GRATING | CASTING | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | 15" | 18" | 24" | 30" | 48" | 15" | 18" | 24" | 30" | 36" | 58" x 36" | L | W | H | | | | | | | |
| 1 | 32+06.59 | RT | CI-1 | SS-2 | | 35 | | | | 186 | | | | | | 10.0 | 3 | 5.3 | 1 @ 15", 1 @ 18" | SS-2 | 3.314 | 431 | | 79 | |
| 1 | 34+00.00 | RT | CI-2 | SS-2 | | | | | | 74 | | | | | | 10.0 | 3 | 6.15 | 2 @ 15" | SS-2 | 3.576 | 446 | | 79 | |
| 1 | 34+78.09 | RT | CI-3 | SS-2 | | | | | | 32 | | | | | | 10.0 | 3 | 5.95 | 2 @ 15" | SS-2 | 3.516 | 445 | | 79 | |
| 1 | 35+09.48 | RT | PC-A | PC-1 | | | | | | 106 | | | | | | 2.67 | 1.25 | 3.125 | 2 @ 15" | PC-1 | 3.516 | 445 | | | |
| 2 | | RT | JB-10 | JB-2 | | | | | | 108 | | | | | | 4 | 4 | 3 | 3 @ 15" | JB-2 | 1.013 | 79 | | | |
| 2 | 36+16.16 | RT | CI-4 | SS-2 | | | | | | 14 | | | | | | 10.0 | 2.5 | 4.75 | 1 @ 15" | SS-2 | 3.278 | 427 | | 79 | |
| 2 | | RT | JB-11 | JB-2 | | | | | | 104 | | | | | | 4 | 4 | 3 | 3 @ 15" | JB-2 | 1.013 | 79 | | | |
| 2 | 37+24.95 | RT | CI-5 | SS-2 | | | | | | 14 | | | | | | 10.0 | 2.5 | 4.6 | 1 @ 15" | SS-2 | 3.231 | 425 | | 79 | |
| 2 | 38+29.55 | RT | CI-6 | SS-2 | | | | | | 12 | | | | | | 10.0 | 2.5 | 4.6 | 1 @ 15" | SS-2 | 3.231 | 425 | | 79 | |
| 2 | 38+29.55 | RT | JB-12 | JB-2 | | | | | | 18 | | | | | | 4 | 4 | 3 | 3 @ 15" | JB-2 | 1.013 | 79 | | | |
| 2 | 38+51.97 | LT | CI-7 | SS-2 | | | | | | | | | | | | 10 | 2.5 | 4.5 | 1 @ 15" | SS-2 | 3.200 | 416 | | 79 | |
| 2 | 39+94.79 | LT | CI-8 | SS-2 | | | | | | 25 | | | | | | 5 | 2.5 | 3.85 | 1 @ 15" | SS-2 | 2.105 | 201 | | 79 | |
| 2 | 39+94.79 | RT | CI-9 | SS-2 | | | | | | | | | | | | 5 | 2.5 | 7.47 | 1 @ 15", 1 @ 18" | SS-2 | 3.601 | 270 | | 79 | |
| 3 | 71+49.98 | RT | CI-10 | SS-2 | | | | | | 160 | | | | | | 10 | 3 | 5 | 1 @ 15" | SS-2 | 3.913 | 446 | | 79 | |
| 3 | 73+14.59 | RT | CI-11 | SS-2 | | | | | | | | | | | | 15 | 3.5 | 6.41 | 2 @ 15" | SS-2 | 5.845 | 626 | | 79 | |
| 4 | 81+18.75 | LT | CI-12 | SS-2 | | | | | | 38 | | | | | | 10 | 2.5 | 4.95 | 1 @ 15" | SS-2 | 3.341 | 428 | | 79 | |
| 4 | 81+18.75 | RT | CI-13 | SS-2 | 170 | | | | | | | | | | | 10 | 3 | 5.5 | 2 @ 15" | SS-2 | 3.709 | 438 | | 79 | |
| 4 | 82+92.05 | LT | CI-14 | SS-2 | | | | | | 38 | | | | | | 10 | 2.5 | 4.5 | 1 @ 15" | SS-2 | 3.147 | 417 | | 79 | |
| 4 | 82+92.05 | RT | CI-15 | SS-2 | | 50 | | | | | | | | | | 10 | 2.5 | 5.8 | 2 @ 15" | SS-2 | 3.609 | 444 | | 79 | |
| 5 | 11+38.14 | LT | PC-1 | PC-1 | | | | | | | | | | | 245 | 6.67 | 1.25 | 5.33 | | PC-1 | 0.820 | | | | |
| 5 | 12+46.75 | RT | | BC-1 | | | | | | | 8 | | | | | | | | 1 @ 18" | BC-1 | | | | | |
| 5 | 13+74.95 | LT | CI-16 | SS-2 | | | | | | 36 | | | | | | 10 | 2.5 | 4.9 | 2 @ 15" | SS-2 | 3.326 | 428 | | 79 | |
| 5 | 13+74.95 | RT | CI-17 | SS-2 | | | | | | | | | | | 125 | 10 | 6.5 | 7.905 | 1 @ 15" , 2 @ 58"X36" | SS-2 | 5.416 | 529 | | 79 | |
| 5 | 13+92.16 | RT | GI-5 | B-9 | | | | | | 16 | | | | | | 4 | 4 | 7.33 | 1 @ 18" | B-9 | 1.607 | 102 | 127 | | |
| 5 | 14+98.32 | RT | JB-6 | JB-1 | | | | | 610 | | | | | | | 7.5 | 4 | 5.92 | 1 @ 18" , 2 @ 48" | JB-1 | 2.552 | 152 | | | |
| 5 | 14+98.32 | RT | GI-4 | B-9 | | 5 | | | | | | | | | | 4 | 4 | 4.298 | 1 @ 18" | B-9 | 0.961 | 63 | 127 | | |
| 5A | 13+72.75 | RT | GI-6 | B-9 | 5 | | | | | | | | | | | 4 | 4 | 4 | 1 @ 15" | B-9 | 0.898 | 59 | 127 | | |
| 5A | 14+64.85 | RT | JB-8 | JB-2 | | | | | | | | | | | 334 | 7 | 4 | 5.59 | 1 @ 15" 1 @ 18", 1 @ 58"X36" | JB-2 | 2.392 | 137 | | | |
| 5A | 14+64.20 | RT | CI-19 | SS-2 | | | | | | 4 | | | | | | 2.5 | 10 | 9.7 | 1 @ 15" | SS-2 | 4.837 | 511 | | 79 | |
| 5A | 14+64.20 | LT | CI-18 | SS-2 | | | | | | | 28 | | | | | 3.5 | 10 | 6 | 1 @ 18" | SS-2 | 4.026 | 458 | | 79 | |
| 5A | 15+99.25 | RT | CI-21 | SS-2 | | | | | | 4 | | | | | | 2.5 | 10 | 8.3 | 1 @ 15" | SS-2 | 4.396 | 482 | | 79 | |
| 5A | 15+99.25 | LT | CI-20 | SS-2 | | | | | | | 28 | | | | | 2.5 | 10 | 5 | 1 @ 18" | SS-2 | 3.357 | 429 | | 79 | |
| 6 | 16+78.50 | RT | GI-3 | B-9 | | 6 | | | | | | | | | | 4 | 4 | 4.95 | 1 @ 18" | B-9 | 4.950 | 71 | 127 | | |
| 6 | 22+88.10 | RT | GI-2 | B-9 | | | | | | | 46 | | | | | 4 | 4 | 3.35 | 1 @ 18" | B-9 | 0.760 | 50 | 127 | | |
| 6A | 17+80.10 | RT | CI-23 | SS-2 | | | | | | 4 | | | | | | 15 | 2.5 | 6.43 | 1 @ 15" | SS-2 | 4.697 | 587 | | 79 | |
| 6A | 18+02.55 | LT | CI-22 | SS-2 | | | | | | | | | 28 | | | 10 | 2.5 | 4.65 | 1 @ 30" | SS-2 | 3.194 | 426 | | 79 | |
| 6A | 18+02.55 | RT | JB-5 | JB-2 | | | | | | | | | | | 90 | 7.5 | 6 | 4.67 | 1 @ 18" , 2 @ 58"X36" | JB-1 | 2.900 | 177 | | | |
| 6A | 18+02.56 | RT | JB-7 | JB-2 | | | | | | | | | 208 | | | 7.5 | 4 | 4.67 | 1 @ 15" ,1 @ 30" , 1 @ 58"X36" | JB-2 | 2.900 | 177 | | | |
| 6A | 18+95.80 | RT | CI-25 | SS-2 | | | | | | 4 | | | | | | 15 | 2.5 | 5.88 | 1 @ 15" | SS-2 | 4.524 | 582 | | 79 | |
| 6A | 18+95.80 | LT | CI-24 | SS-2 | | | | | | 28 | | | | | | 15 | 2.5 | 5.15 | 1 @ 15" | SS-2 | 4.294 | 567 | | 79 | |
| 6A | 21+07.75 | RT | BOX | | | | | | | | | | | | | SEE PLAN | | | 1 @ 30", 1 @ 36" 1 @ 48" | DET-10 | | | | | BOX CULVERT EXTENSION |
| 7 | 22+28.10 | LT | JB-3 | JB-1 | | 10 | | | | | | | | | | 4 | 4 | 2.5 | 3 @ 18" | JB-1 | 1.031 | 72 | | | |
| 7 | 22+28.10 | LT | CI-26 | SS-2 | | | | | | | | 36 | | | | 15 | 2.5 | 6.5 | 1 @ 18" , 1 @ 24" | SS-2 | 4.613 | 587 | | 79 | |
| 7 | 22+28.10 | RT | CI-27 | SS-2 | | | | | | | | | | 110 | | 15 | 5 | 6.65 | 1 @ 24", 1 @ 30" , 1 @ 36" | SS-2 | 5.458 | 626 | | 79 | |
| 7 | 22+50.60 | LT | JB-4 | JB-1 | | 20 | | | | | | | | | | 4 | 4 | VER. | 1 @ 18" | JB-1 | 0.960 | 82 | | | |
| 7 | 90+41.75 | LT | CI-28 | SS-2 | | | | | | | 26 | | | | | 5 | 7 | 4.8 | 1 @ 18" | SS-2 | 4.037 | 271 | | 79 | 29TH AVENUIE |
| 7 | 90+41.75 | RT | CI-29 | SS-2 | | 9 | | | | | | | | | | 5 | 7 | 4.98 | 2 @ 18" | SS-2 | 4.124 | 273 | | 79 | 29TH AVENUIE |
| 7 | 90+39.23 | RT | GI-1 | B-9 | | 13 | | | | | | | | | | 4 | 4 | 4.3 | 2 @ 18" | B-9 | 0.909 | 63 | 127 | | 29TH AVENUIE |
| 7 | 23+62.05 | LT | JB-2 | JB-1 | | | | | | | 44 | | | | | 4 | 4 | 3.5 | 2 @ 18" | JB-1 | 1.228 | 84 | | | |
| 7 | 24+10.25 | LT | CI-30 | SS-2 | | | | | | | | 36 | | | | 10 | 3.5 | 6 | 1 @ 18" , 1 @ 24" | SS-2 | 2.417 | 215 | | 79 | |
| 7 | 24+10.25 | RT | CI-31 | SS-2 | | | | | | | | | 182 | | | 10 | 4.5 | 6.2 | 2 @ 24" , 1 @ 30" | SS-2 | 3.935 | 485 | | 79 | |
| 7 | 25+10.71 | LT | CI-32 | SS-2 | | 16 | | | | | | 36 | | | | 10 | 2.5 | 5.65 | 1 @ 18" , 1 @ 24" | SS-2 | 4.244 | 480 | | 79 | |
| 7 | 25+10.71 | RT | JB-1 | JB-2 | | | | | | | | 98 | | | | 4 | 4 | 3.5 | 3 @24" | JB-1 | 1.394 | 102 | | | |
| 7 | 25+41.10 | RT | CI-33 | SS-2 | | | | | | | | 28 | | | | 10 | 4 | 5.85 | 1 @ 24" | SS-2 | 3.418 | 443 | | 79 | |
| 7 | 102+96.15 | LT | CI-34 | SS-2 | | | | | | | | | | | | 5 | 4 | 3.65 | 2 @ 24" | SS-2 | 4.045 | 461 | | 79 | 28TH AVENUE |
| 8 | 50+31.50 | RT | JB-9 | JB-1 | | | | 24 | | | | | | | | 5 | 5 | 3.85 | 1 @ 15", 2 @ 30" | JB-1 | 1.429 | 101 | | | |
| 8 | 50+31.25 | LT | GI-7 | B-9 | 12 | | | | | | | | | | | 4 | 4 | 4 | 1 @ 18" | B-9 | 0.898 | 59 | 127 | | |
| 8 | 50+40.30 | LT | CI-35 | SS-2 | | | | | | 30 | | | | | | 10 | 2.5 | 5 | 2 @ 15" | SS-2 | 3.357 | 429 | | 79 | |
| 8 | 50+64.65 | RT | CI-36 | SS-2 | | | | 30 | | | | | | | | 10 | 4.5 | 5.4 | 2 @ 30" | SS-2 | 4.115 | 458 | | 79 | |
| 8 | 52+19.10 | RT | CI-38 | SS-2 | 4 | | | 162 | | | | | | | | 10 | 2.5 | 6 | 1 @ 15" | SS-2 | 3.672 | 456 | | 79 | |
| 8 | 52+25.75 | LT | CI-37 | SS-2 | | | | | | 38 | | | | | | 10 | 2.5 | 4.25 | 1 @ 15" | SS-2 | 3.121 | 414 | | 79 | |
| 8 | 53+69.25 | LT | CI-39 | SS-2 | | | | | | | 24 | | | | | 10 | 3.5 | 6.05 | 1 @ 18" | SS-2 | 4.044 | 459 | | 79 | |
| 8 | 53+69.25 | RT | CI-40 | SS-2 | | 14 | | | | | | | | | | 15 | 2.5 | 6.65 | 1 @ 18" | SS-2 | 4.767 | 596 | | 79 | |
| 8 | 55+45.30 | LT | CI-41 | SS-2 | | | | | | 38 | | | | | | 15 | 2.5 | 3.8 | 1 @ 15" | SS-2 | 3.869 | 547 | | 79 | |
| 8 | 55+45.30 | RT | CI-42 | SS-2 | 4 | | 325 | | | | | | | | | 10 | 2.5 | 5.15 | 1 @ 15" | SS-2 | 3.404 | 430 | | 79 | |
| 9 | 56+39.35 | LT | CI-43 | SS-2 | | | | | | 38 | | | | | | 10 | 2.5 | 3.75 | 1 @ 15" | SS-2 | 2.964 | 410 | | 79 | |
| 9 | 56+36.50 | RT | CI-44 | SS-2 | 6 | | | | | | | | | | | 10 | 2.5 | 4 | 2 @ 15" | SS-2 | 3.042 | 412 | | 79 | |
| 9 | 57+02.05 | LT | CI-45 | SS-2 | | | | | | 42 | | | | | | 10 | 2.5 | 3 | 1 @ 15" | SS-2 | 2.727 | 395 | | 79 | |
| 9 | 57+21.50 | RT | CI-46 | SS-2 | 181 | | | | | | | | | | | 10 | 2.5 | 3.55 | 2 @ 15" | SS-2 | 2.901 | 400 | | 79 | |
| | | | | | | | | | | | | | | | | | | | | | | | | | |
| UNITS | | | | | L.F. | L.F. | L.F. | L.F. | L.F. | L.F. | L.F. | L.F. | L.F. | L.F. | L.F. | | | | | | CU. YD. | LBS | LBS | LBS | |
| PARTICIPATING TOTALS | | | | | 170 | 85 | 0 | 0 | 0 | 929 | 0 | 0 | 0 | 0 | 0 | | | | | | 59 | 6966 | 0 | 1185 | |
| NON-PARTICIPATING TOTALS | | | | | 212 | 93 | 325 | 216 | 610 | 282 | 204 | 234 | 418 | 110 | 794 | | | | | | 149 | 15797 | 889 | 2449 | |

NOTICE TO DRAWING HOLDER

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| REVISIONS | | | |
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| NO. | DATE | BY | DESCRIPTION |
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| DRAWING INFORMATION | |
|---|---|
| N-S PROJECT NO.: NS.16214.000 | |
| FILENAME: 16886_EQ_USE.dwg | |
| SCALE: NO SCALE | |
| SURVEYED BY: | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

ESTIMATED QUANTITIES

WORKING NUMBER: EQ-2

DRAWING NUMBER: 13B

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## ROADWAY ITEMS

| WK. SH. NO. | STATION TO STATION | | 12.5 MM ASPHALT | 19 MM ASPHALT | 9.5 MM ASPHALT | ASPHALT FOR TACK COAT | SIZE 610 CRUSHED STONE | GEOTEXTILE FABRIC | PORTLAND CEMENT | SOIL-CEMENT-WATER MIXING | REMARKS |
|---|---|---|---|---|---|---|---|---|---|---|---|
| WK-1 | 30+00 | 36+00 | 163 | 247 | 124 | 219 | 267 | 1,607 | 20 | 1,607 | |
| WK-2 | 36+00 | 41+00 | 169 | 256 | 127 | 224 | 274 | 1,642 | 18 | 1,642 | |
| WK-3 | 70+00 | 74+00 | | | 144 | 131 | 41 | 245 | | | Mill & Overlay |
| WK-4 | 80+00 | 83+50 | 118 | 167 | 85 | 151 | 183 | 1,106 | 12 | 1,106 | |
| WK-5 | 10+00 | 16+00 | 273 | 406 | 203 | 180 | 462 | 2,678 | 30 | 2,678 | |
| WK-6 | 16+00 | 22+00 | 329 | 497 | 246 | 223 | 463 | 2,679 | 30 | 2,679 | |
| WK-7 | 22+00 | 28+00 | 260 | 396 | 198 | 175 | 394 | 2,278 | 26 | 2,278 | |
| WK-8 | 50+00 | 56+00 | 229 | 348 | 174 | 154 | 404 | 2,346 | 27 | 2,346 | |
| WK-9 | 56+00 | 59+50 | 109 | 153 | 79 | 68 | 177 | 1,019 | 12 | 1,019 | |
| | | | | | | | | | | | |
| UNITS | | | TON | TON | TON | GAL | CY | SY | TON | SY | |
| TOTALS FOR PARTICIPATING | | | 450* | 670* | 480* | 725 | 765 | 4,600 | 50 | 4,355 | |
| TOTALS FOR NON PARTICIPATING | | | 1200** | 1800** | 900** | 800 | 1900 | 11000 | 125 | 11000 | |

* HOT MIX ASPHALT, MT
**ASPHALT PAVEMENT, ST - NON-PARTICIPATING

## CONCRETE SIDEWALK, CURB AND GUTTER, ISLAND PAVEMENT AND DRIVEWAYS REQUIRED

| WK. SH. NO. | STATION TO STATION | | CONCRETE SIDEWALK | COMBINATION CONCRETE CURB AND GUTTER TYPE "3B" MODIFIED | CONC. MEDIAN AND ISLAND PAV'T. (10" THICK.) | CONCRETE DRIVEWAY, WITH REINFORCEMENT | CONCRETE DRIVEWAY, WITH COLORED AND STAMPED BRICK BOARDER | BRICK PAVER DRIVEWAY | REMARKS |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |
| WK-1 | 30+00 | 36+00 | 635 | 781 | | | 156 | | |
| WK-2 | 36+00 | 41+00 | 258 | 910 | | | | | |
| WK-3 | 70+00 | 74+00 | 22 | 330 | | | | | |
| WK-4 | 80+00 | 83+50 | | 604 | | | | | |
| WK-5 | 10+00 | 16+00 | 735 | 946 | | 38 | | 125 | MATCH EXISITNG |
| WK-6 | 16+00 | 22+00 | 1175 | 1960 | | 179 | | | |
| WK-7 | 22+00 | 28+00 | 404 | 1098 | 240 | 257 | | | |
| WK-8 | 50+00 | 56+00 | 1365 | 1217 | 560 | | 150 | | |
| WK-9 | 56+00 | 59+50 | 221 | 549 | | 76 | | | |
| | | | | | | | | | |
| UNITS | | | SQ. YDS. | SQ. YDS. | SQ. FT. | SQ. YDS. | SQ. YDS. | SQ. YDS. | |
| PARTICPATING TOTALS | | | 915 | 2625 | 0 | 156 | 156 | 0 | |
| NON-PARTICIPATING TOTALS | | | 3900 | 5770 | 800 | 550 | 150 | 125 | |

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| REVISIONS | | | |
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| NO. | DATE | BY | DESCRIPTION |
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| DRAWING INFORMATION | |
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| N-S PROJECT NO.: NS.16214.000 | |
| FILENAME: 16886_EQ_USE.dwg | |
| SCALE: NO SCALE | |
| SURVEYED BY: | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

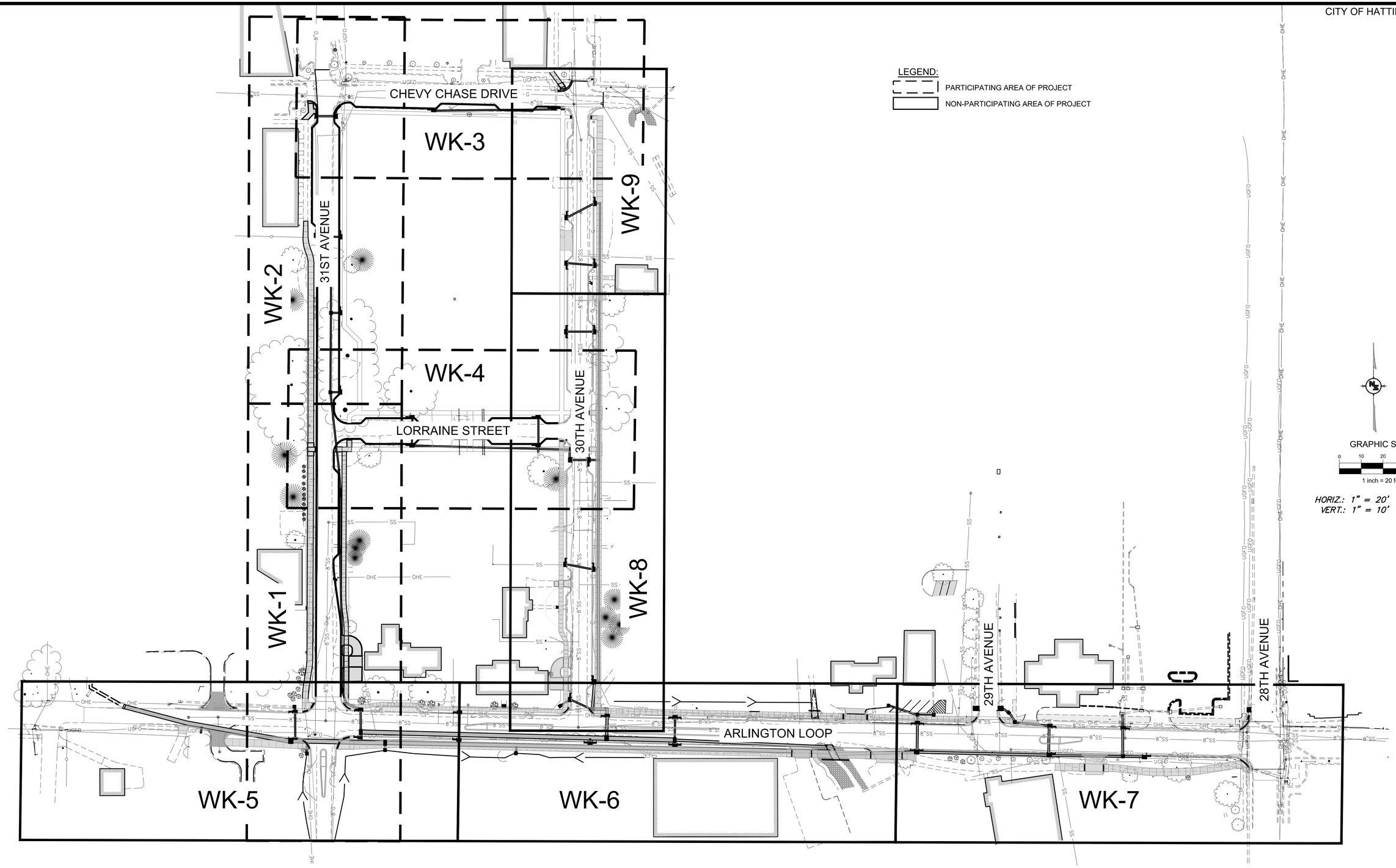
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

ESTIMATED QUANTITIES

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| EQ-3 | 13C |

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LEGEND:

PARTICIPATING AREA OF PROJECT

NON-PARTICIPATING AREA OF PROJECT

GRAPHIC SCALE

0 10 20 40

1 inch = 20 feet

*HORIZ.: 1" = 20'*
*VERT.: 1" = 10'*

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| REVISIONS | | | |
|---|---|---|---|
| NO. | DATE | BY | DESCRIPTION |
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| DRAWING INFORMATION | |
|---|---|
| N-S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_PlanPro_USE_.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

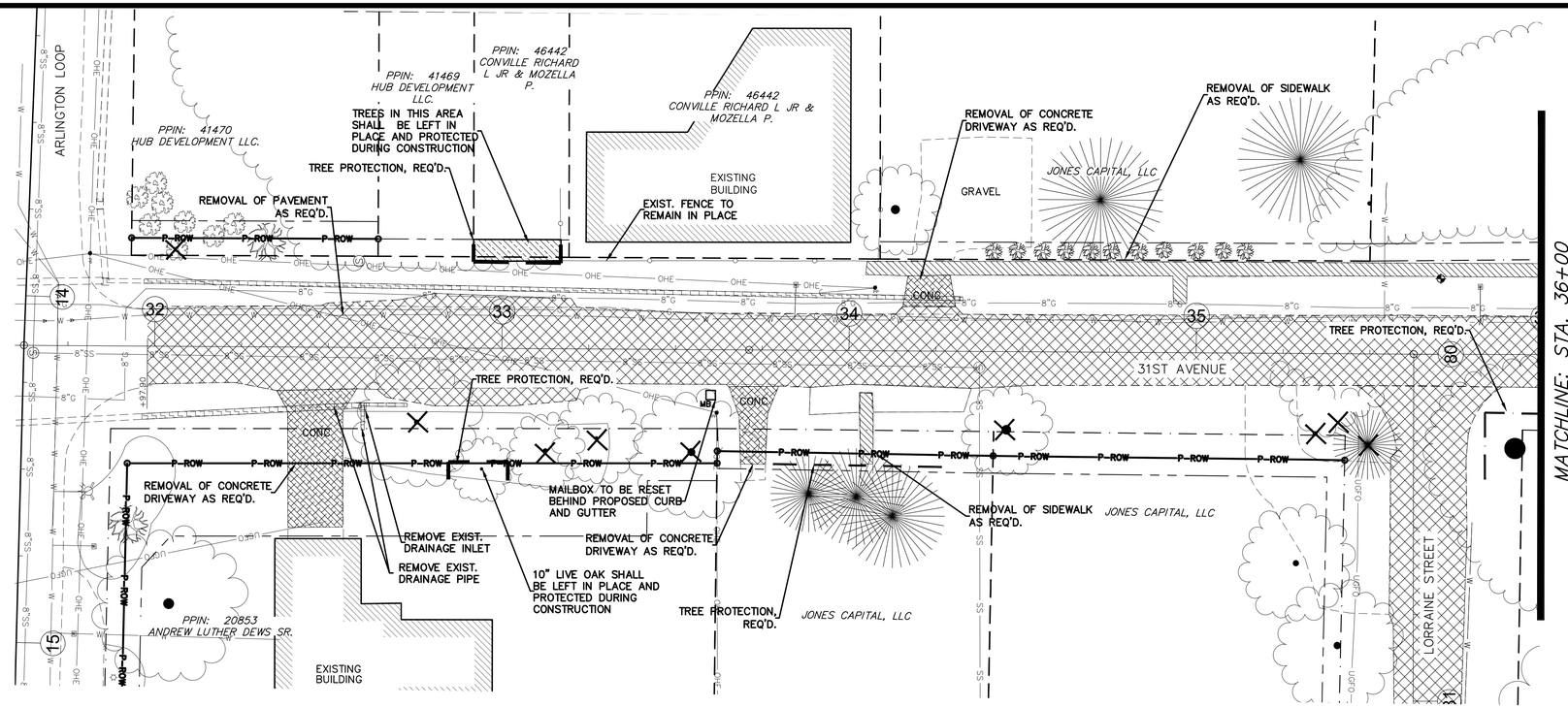
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

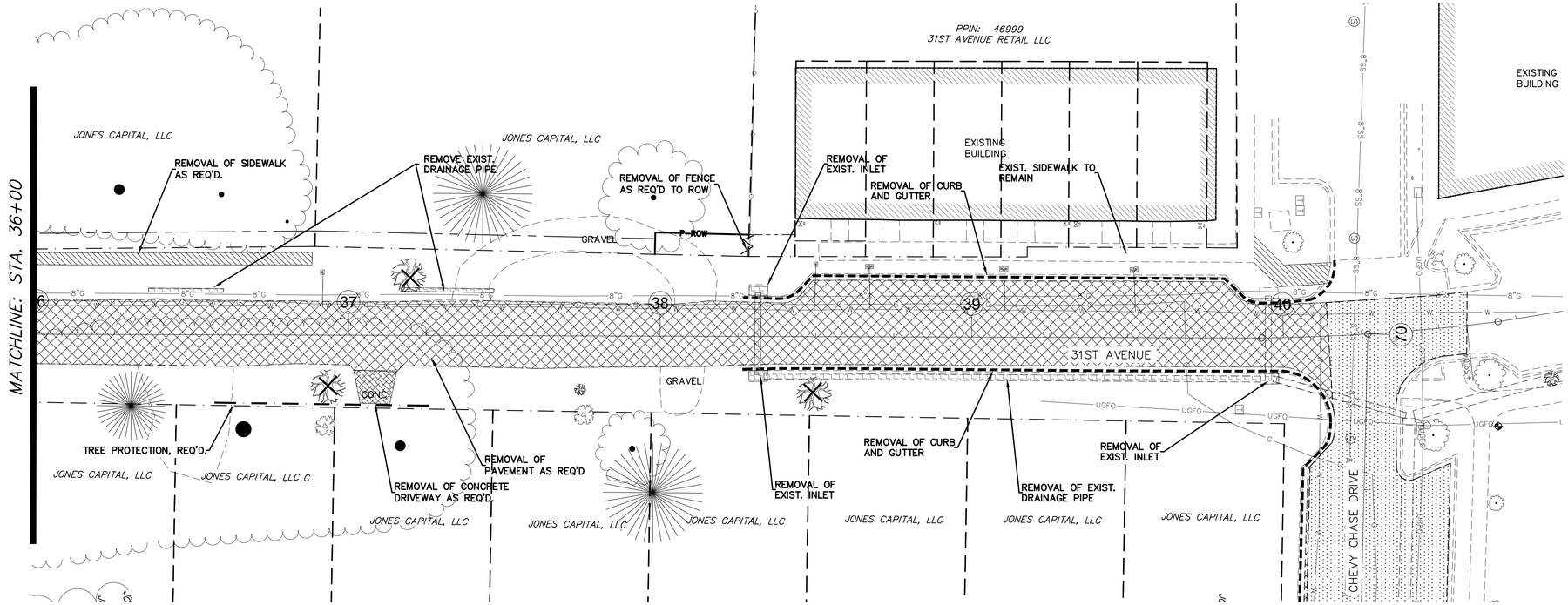
NEEL-SCHAFFER
Solutions you can build upon

OVERALL SHEET LAYOUT

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| OSL-1 | 14 |

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**DEMOLITION NOTES:**

1. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.
2. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, IRRIGATION, BRIDGE ABUTMENTS, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
3. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.
4. BURNING WILL NOT BE ALLOWED ON SITE.
5. CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.
6. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF DEMOLITION AND/OR CONSTRUCTION.
7. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO MAINTAIN ANY AND ALL MARKINGS AS NEEDED TO PROTECT EXISTING UTILITIES. ANY DAMAGE OR INTERRUPTION OF SERVICE CAUSED BY THE CONTRACTOR'S NEGLIGENCE SHALL BE REPORTED IMMEDIATELY TO THE APPROPRIATE UTILITY COMPANY AND SHALL BE REPAIRED AND SERVICE RESTORED IN FULL COOPERATION WITH THE UTILITY COMPANY AT THE CONTRACTOR'S EXPENSE.
8. ALL TREES ARE TO REMAIN UNLESS OTHERWISE NOTED
9. SAW CUTTING SHALL BE CONSIDERED AN ABSORBED ITEM,

**UTILITY RELOCATION NOTE:**
UTILITIES SHOWN IN CONFLICT WITH PROPOSED IMPROVEMENTS HAVE BEEN RELOCATED BY OTHERS.

**TREE REMOVAL NOTE:**
ONLY TREES MARKED ON THE PLANS SHALL BE REMOVED UNLESS DECIDED ON BY THE ENGINEER.

LEGEND:

- REMOVAL OF PAVEMENT
- REMOVAL OF DRIVEWAY
- REMOVAL OF SIDEWALK
- FINE MILLING
- REMOVAL OF DRAINAGE STRUCTURE
- REMOVAL OF CURB AND GUTTER
- TREE AND SHRUB REMOVAL
- EXISTING R.O.W.
- PROPOSED R.O.W. ACQUIRED BY THE OWNER
- TEMPORARY CONSTRUCTION EASEMENT

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

**NOTICE TO DRAWING HOLDER**

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

| REVISIONS | | | |
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| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

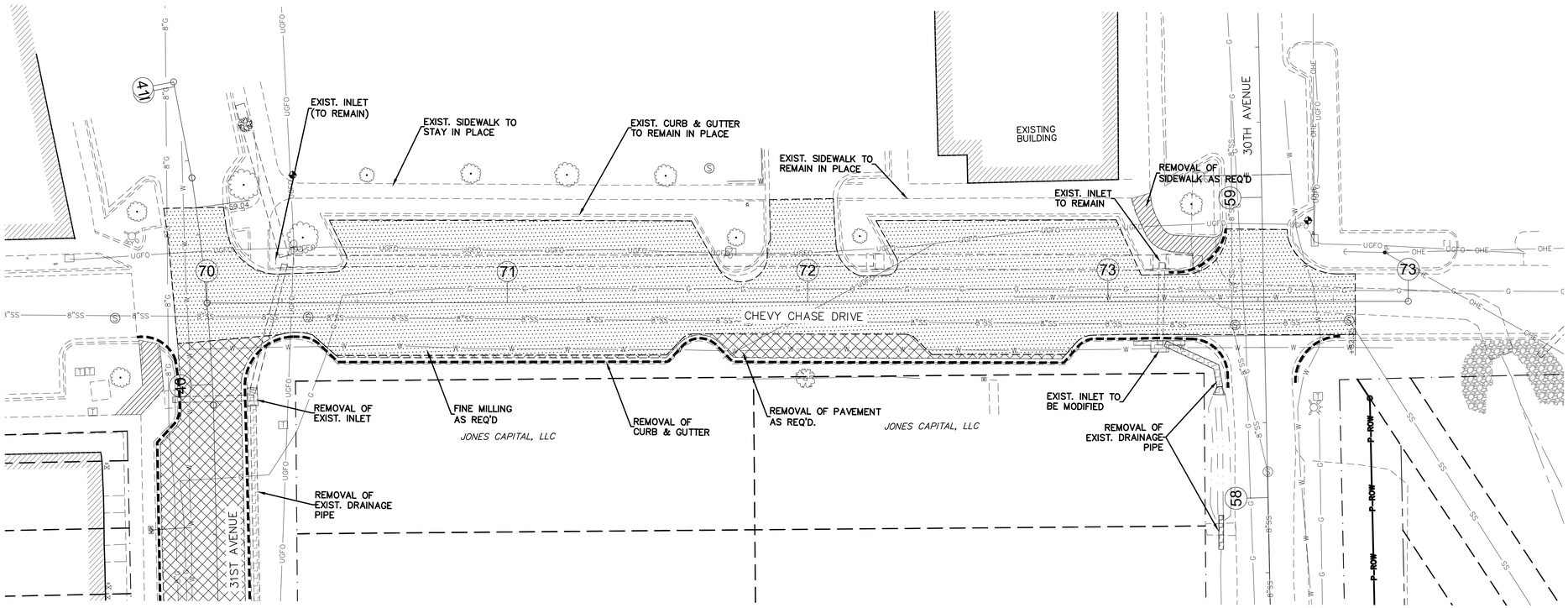
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

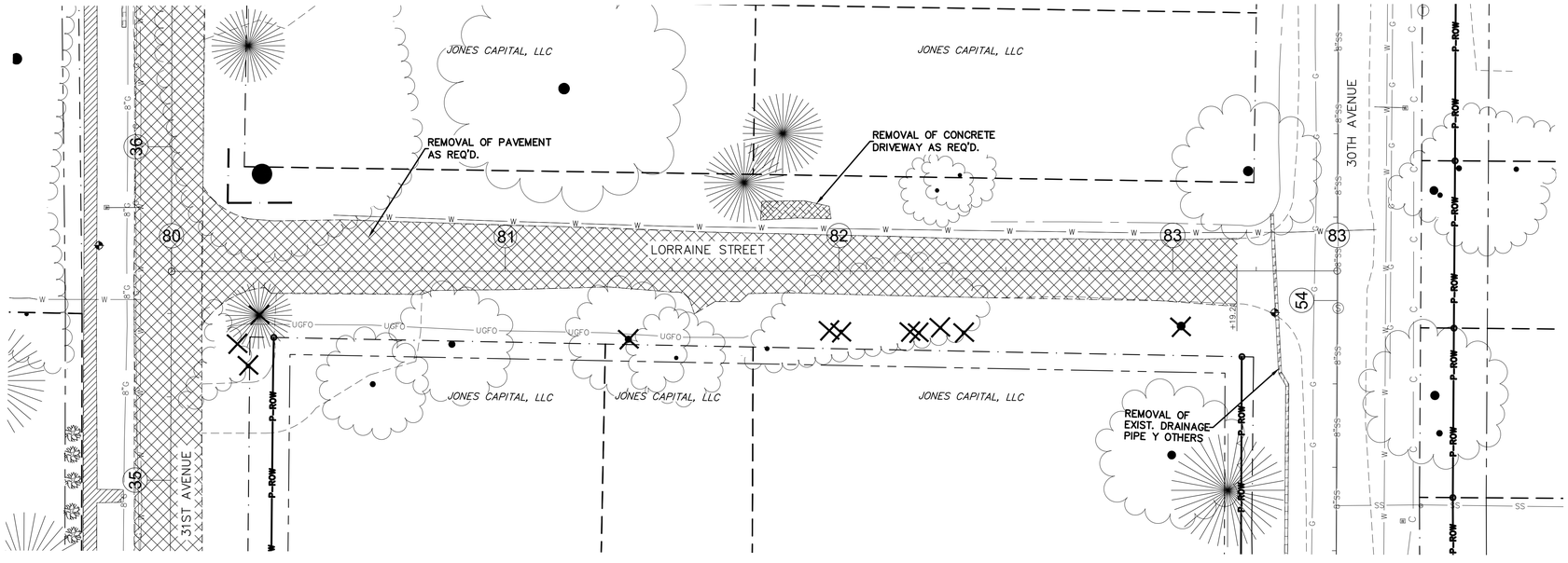
NEEL-SCHAFFER
Solutions you can build upon

DEMOLITION PLAN
S. 31ST AVENUE

| WORKING NUMBER: | DRAWING NUMBER: |
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| DEMO-1 | 15 |

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UTILITY RELOCATION NOTE:
UTILITIES SHOWN IN CONFLICT WITH PROPOSED IMPROVEMENTS HAVE BEEN RELOCATED BY OTHERS.

TREE REMOVAL NOTE:
ONLY TREES MARKED ON THE PLANS SHALL BE REMOVED UNLESS DECIDED ON BY THE ENGINEER.

LEGEND:

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- REMOVAL OF SIDEWALK
- FINE MILLING
- REMOVAL OF DRAINAGE STRUCTURE
- REMOVAL OF CURB AND GUTTER
- TREE AND SHRUB REMOVAL

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| FILENAME: 16886_Demo_SA_use.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

# MIDTOWN STREETSCAPE PROJECT
# STATE AID PROJECT NO. DECD-0018(36)BO

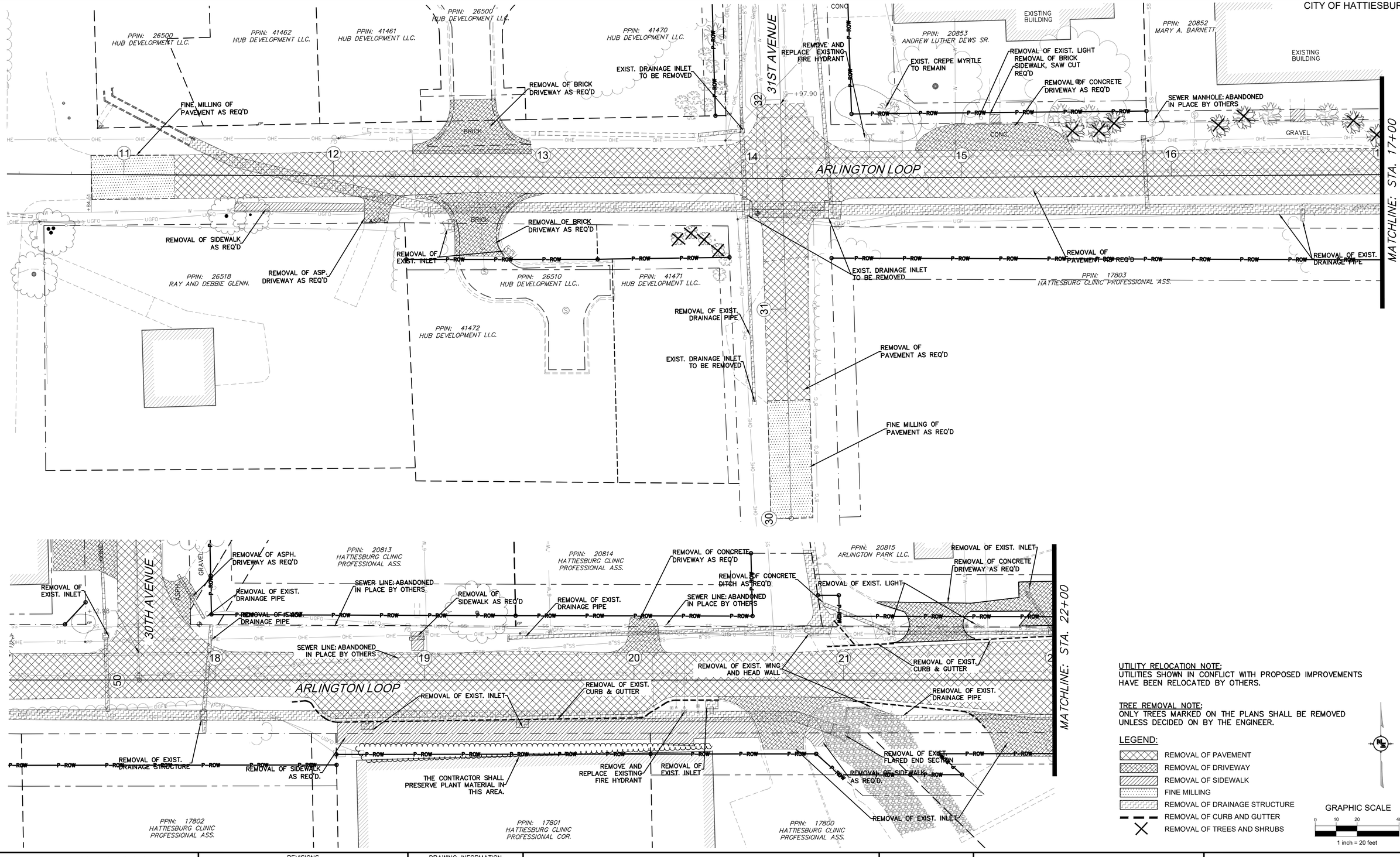
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

DEMOLITION PLAN
CHEVY CHASE DRIVE
& LORRAINE STREET

| WORKING NUMBER: | DRAWING NUMBER: |
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| DEMO-2 | 16 |

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UTILITY RELOCATION NOTE:
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- FINE MILLING
- REMOVAL OF DRAINAGE STRUCTURE
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF TREES AND SHRUBS

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

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| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 12/2022 |
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| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

DEMOLITION PLAN
ARLINGTON LOOP
STA. 10+50 TO STA. 22+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| DEMO-3 | 17 |

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MATCHLINE: STA. 22+00

PPIN: 20816
ARLINGTON PARK LLC.

EXISTING BUILDING

PPIN: 20797
FORREST COUNTY MISSISSIPPI.

EXISTING BUILDING

PPIN: 20796
FORREST COUNTY GENERAL HOSPITAL.

29TH AVENUE

28TH AVENUE

ARLINGTON LOOP

REMOVAL OF EXIST. DRAINAGE PIPE

REMOVAL OF EXIST. INLET

EXIST. INLET TO REMAIN

REMOVAL OF EXIST. INLET

REMOVAL OF EXIST. DRAINAGE PIPE

SEWER LINE: ABANDONED IN PLACE BY OTHERS

REMOVAL OF EXIST. INLET

SEWER LINE: ABANDONED IN PLACE BY OTHERS

REMOVAL OF EXIST. INLET

REMOVAL OF EXIST. PAVEMENT AS REQ'D

REMOVAL OF EXIST. INLET TOP, MODIFY TO JUNCTION BOX

REMOVAL OF SIDEWALK AS REQ'D.

RELOCATE EXISTING FIRE HYDRANT

REMOVAL OF CURB & GUTTER AS REQ'D.

PAPER JOINT REQ'D, COST ABSORBED

PAPER JOINT REQ'D, COST ABSORBED

+04.23

+38.20

REMOVAL OF EXIST. DRAINAGE PIPE

REMOVAL OF CURB & GUTTER AS REQ'D.

REMOVAL OF CURB & GUTTER AS REQ'D.

REMOVAL OF EXIST. DRAINAGE PIPE

REMOVAL OF EXIST. INLET

REMOVAL OF EXIST. SIDEWALK FULL DEPTH SAWCUT REQ'D TO NEAREST JOINT

EXIST. SIDEWALK SHALL REMAIN

EXISTING BUILDING

REMOVAL OF EXIST. SIDEWALK FULL DEPTH SAWCUT REQ'D

PPIN: 17799
FORREST COUNTY MISSISSIPPI.

REMOVAL OF EXIST. DRIVEWAY FULL DEPTH SAWCUT REQ'D

REMOVAL OF EXIST. INLET

REMOVAL OF EXIST. SIDEWALK

FINE MILLING OF PAVEMENT AS REQ'D

99.34

PAPER JOINT REQ'D, COST ABSORBED

UTILITY RELOCATION NOTE:
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- REMOVAL OF DRAINAGE STRUCTURE
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF TREES AND SHRUBS

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| N-S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_Demo_Use.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 12/2022 |
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| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

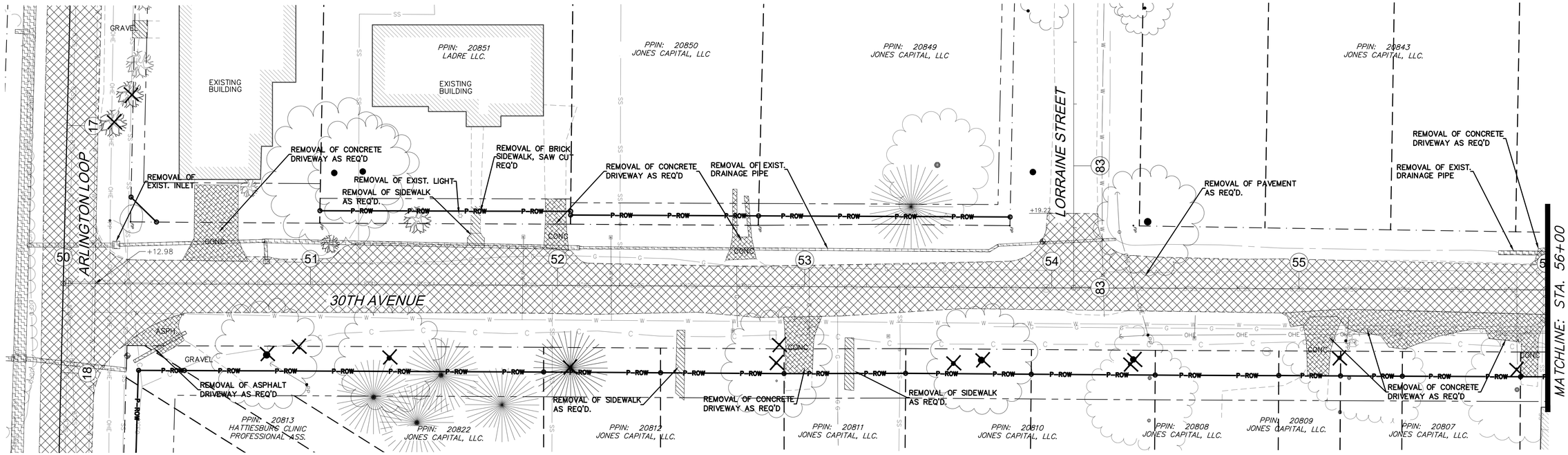
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

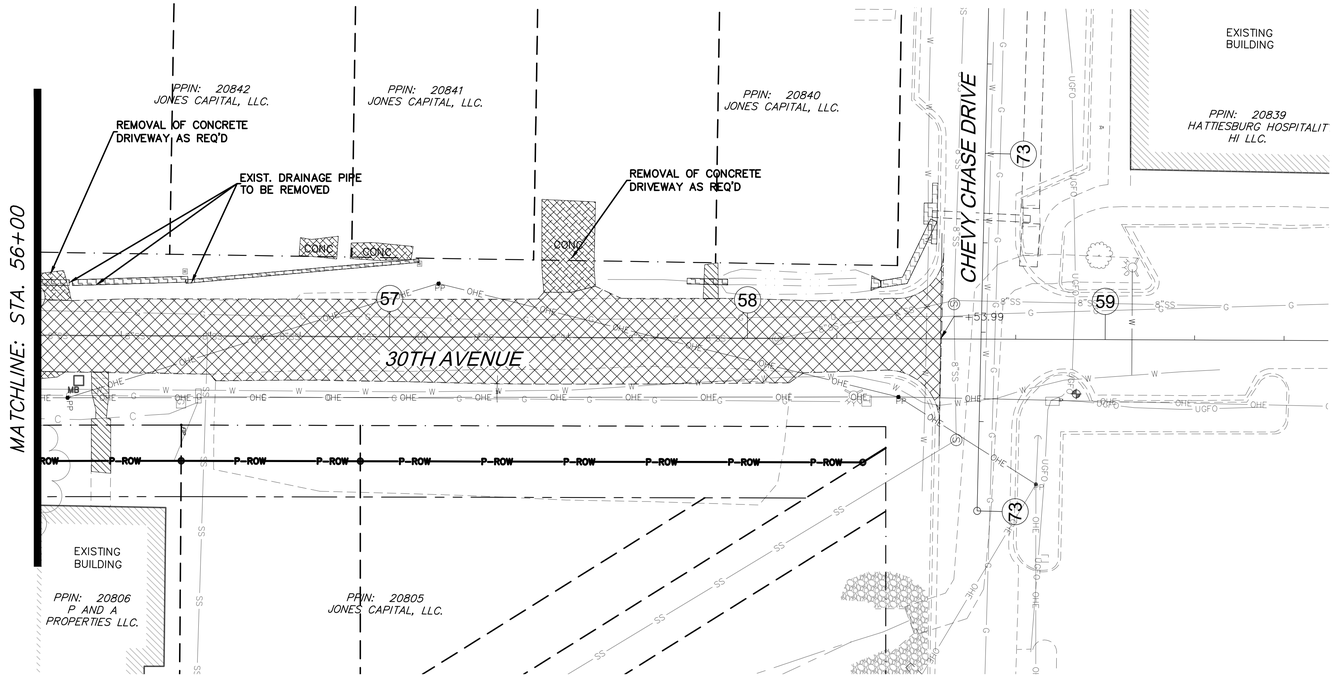
NEEL-SCHAFFER
Solutions you can build upon

DEMOLITION PLAN
ARLINGTON LOOP
STA. 22+00 TO STA. 27+75
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| DEMO-4 | 18 |

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UTILITY RELOCATION NOTE:
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- REMOVAL OF DRAINAGE STRUCTURE
- REMOVAL OF CURB AND GUTTER
- REMOVAL OF TREES AND SHRUBS

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

DEMOLITION PLAN
30TH AVENUE
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| DEMO-5 | 19 |

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CITY OF HATTIESBURG

## GENERAL NOTES

Existing Utilities Conflicting With Proposed Construction To Be Adjusted By Others In Accordance With Section – 2 – 8 Of The S.O.P.

Elevations Based On MEAN SEA LEVEL Datum.

NGCD ELEVATIONS BASED ON B.M. BV0657, ELEV. 221.83'. STATION IS AT THE UNIVERSITY OF SOUTHERN MISSISSIPPI AND IS 2.4 MILES WEST OF THE FORREST COUNTY COURTHOUSE IN HATTIESBURG, MISSISSIPPI. STATION IS 113.2 FEET WEST OF BOOTH IN A SQUARE FORMED BY SIDEWALKS SOUTH OF THE ADMINISTRATION BUILDING. STATION IS IS 150.6 FEET SOUTH OF BOTTOM STEP OF ADMINISTRATION BUILDING, 63.0 FEET NORTH OF CENTER OF SOUTHERN DRIVE, 200.8 FEET NORTH OF A FLAGPOLE, 114.5 FEET EAST OF WEST MEMORIAL DRIVE CENTERLINE.

Drainage Areas Taken From Survey provided by USGS Topographical Maps.
Disturbed Area = 140 Acres

## HYDRAULIC DESIGN

< 25 Acres – Rational Method
> 25 Acres – "Flood Characteristics Of Mississippi Streams" 1991.

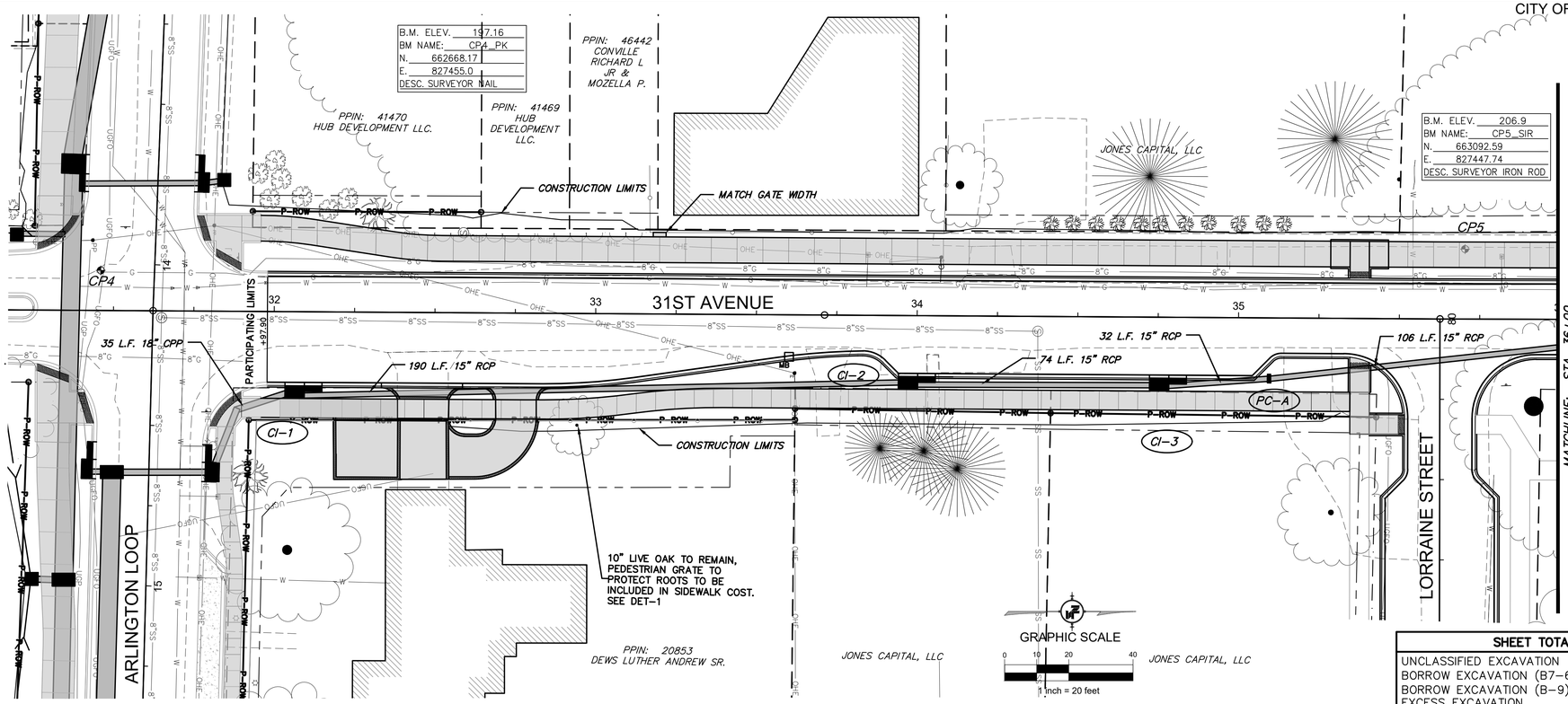
## DESIGN DATA

| | |
|---|---|
| Current ADT (2023) | = 3600 |
| Design Speed | = 30 mph |

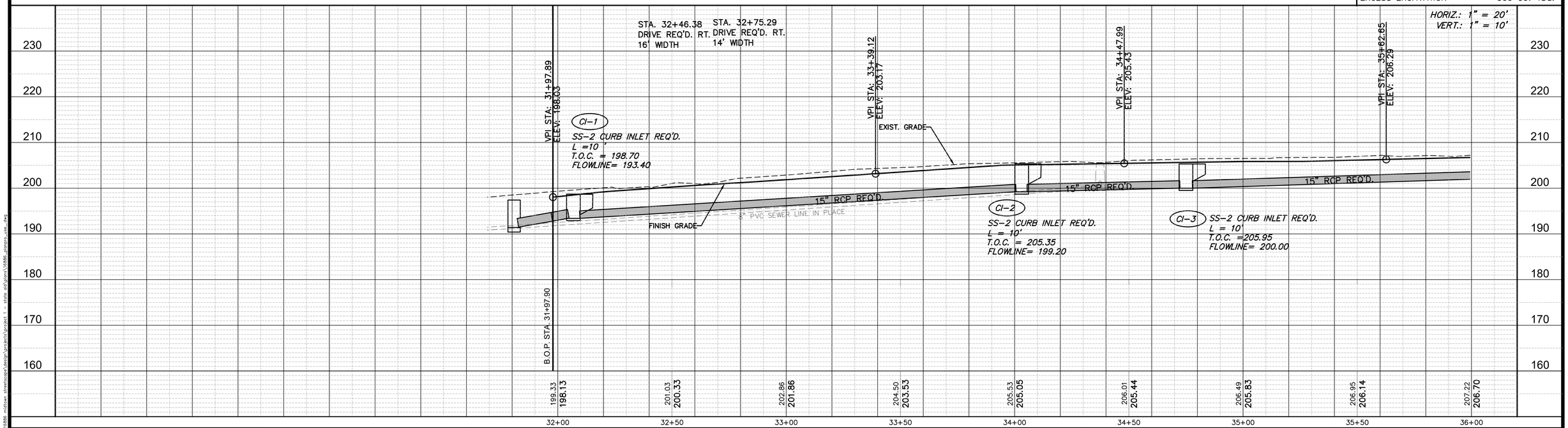
## SHRINKAGE FACTORS

| | |
|---|---|
| Granular Material (LVM) | = 1.25 |
| Unclassified Excavation (FM) | = 1.25 |

- – – – – EXISTING R.O.W.
- ——P-ROW—— PROPOSED R.O.W. ACQUIRED BY THE OWNER
- — – – — TEMPORARY CONSTRUCTION EASEMENT




| SHEET TOTALS | |
|---|---|
| UNCLASSIFIED EXCAVATION | 25 CU. YDS. |
| BORROW EXCAVATION (B7–6) | 240 CU. YDS. |
| BORROW EXCAVATION (B–9) | 150 CU. YDS. |
| EXCESS EXCAVATION | 300 CU. YDS. |




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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

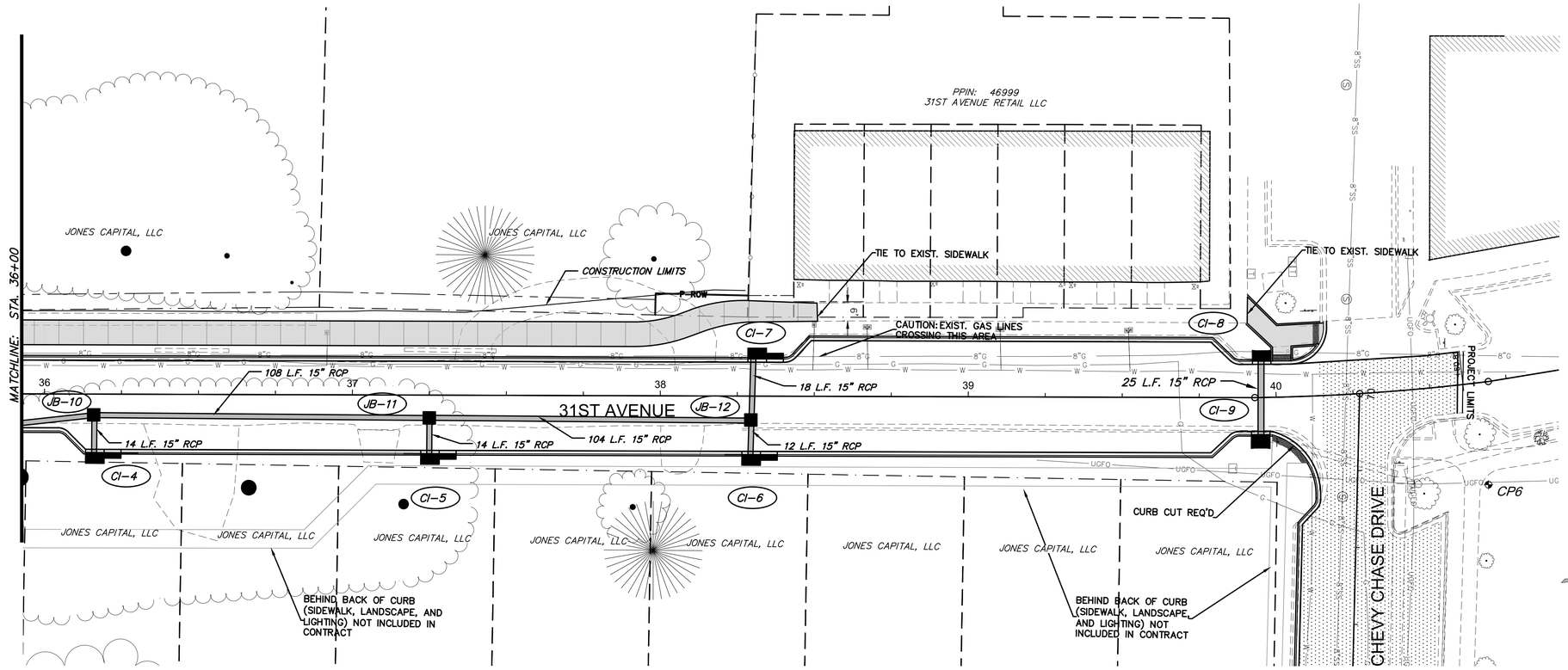
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PLAN AND PROFILE
31ST AVENUE
STA. 31+97 TO STA. 36+00

| WORKING NUMBER: | DRAWING NUMBER: |
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| WK-1 | 20 |

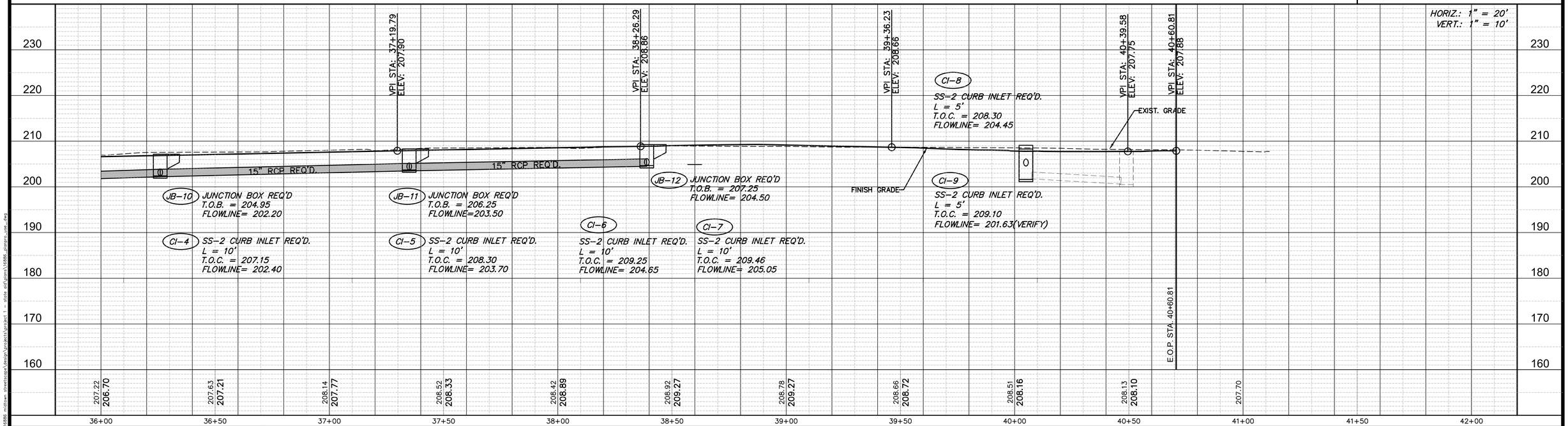
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| B.M. ELEV. | 208.08 |
|---|---|
| BM NAME: | CP6_SIR |
| N. | 663591.16 |
| E. | 827447.74 |
| DESC. | SURVEYOR IRON ROD |

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

| SHEET TOTALS | |
|---|---|
| UNCLASSIFIED EXCAVATION | 20 CU. YDS. |
| BORROW EXCAVATION (B7-6) | 195 CU. YDS. |
| BORROW EXCAVATION (B-9) | 125 CU. YDS. |
| EXCESS EXCAVATION | 250 CU. YDS. |




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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

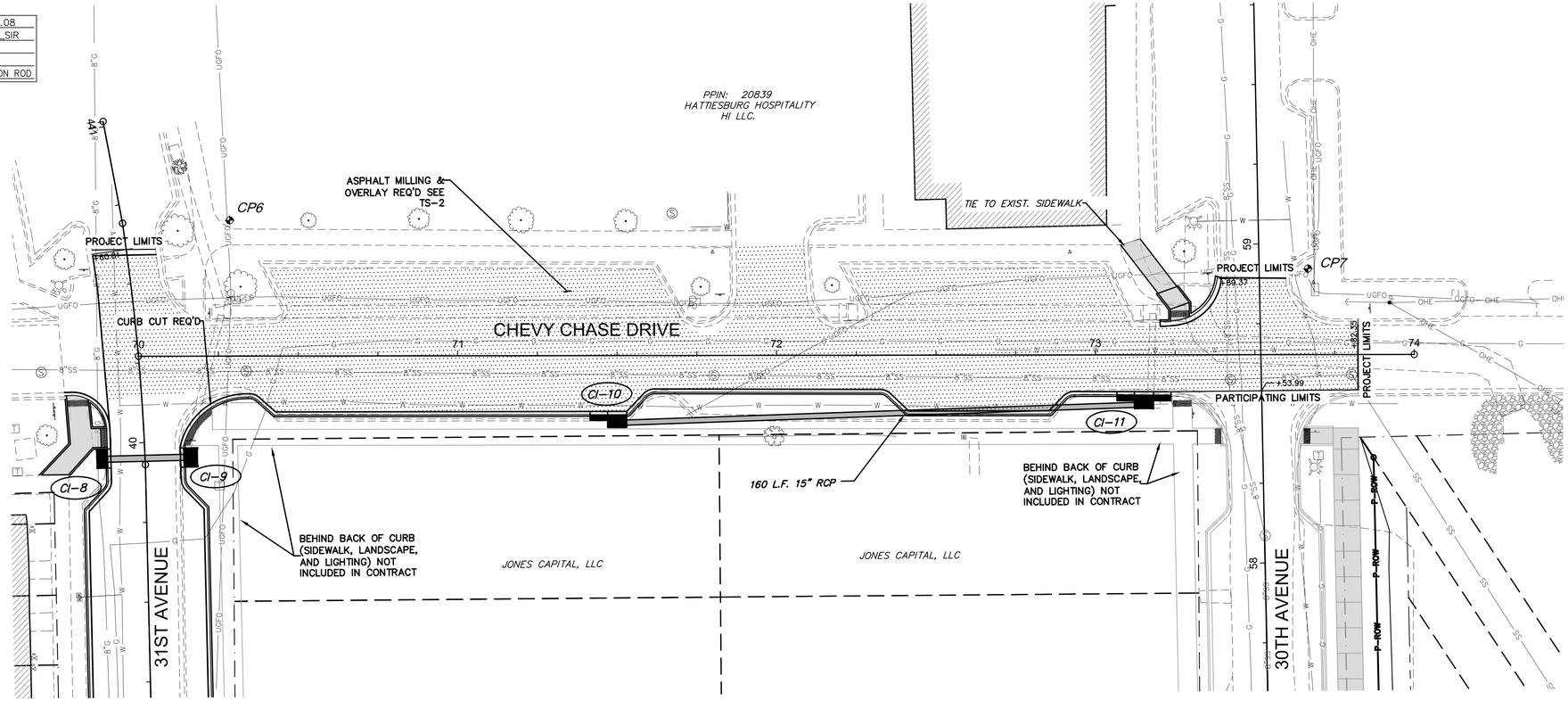
PLAN AND PROFILE
31ST AVENUE
STA. 36+00 TO STA. 41+00

| WORKING NUMBER: | DRAWING NUMBER: |
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| WK-2 | 21 |

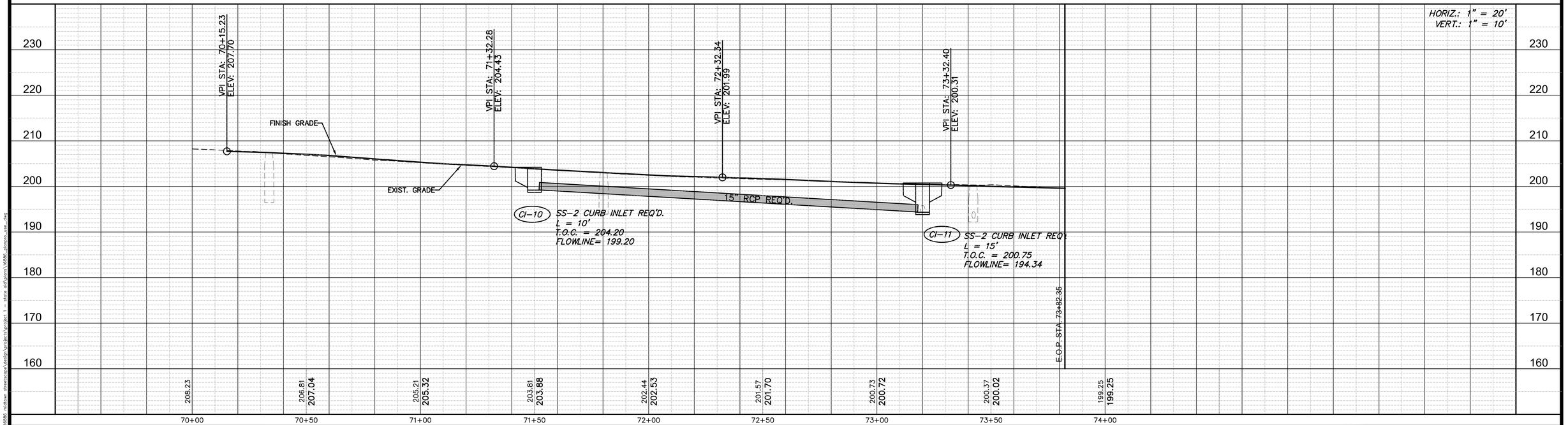
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B.M. ELEV. 208.08
BM NAME: CP6_SIR
N. 663591.16
E. 827447.74
DESC. SURVEYOR IRON ROD

B.M. ELEV. 200.36
BM NAME: CP7_8N
N. 663567.77
E. 827836.1
DESC. CP/8N




GRAPHIC SCALE
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| N-S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_PlanPro_USE_.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

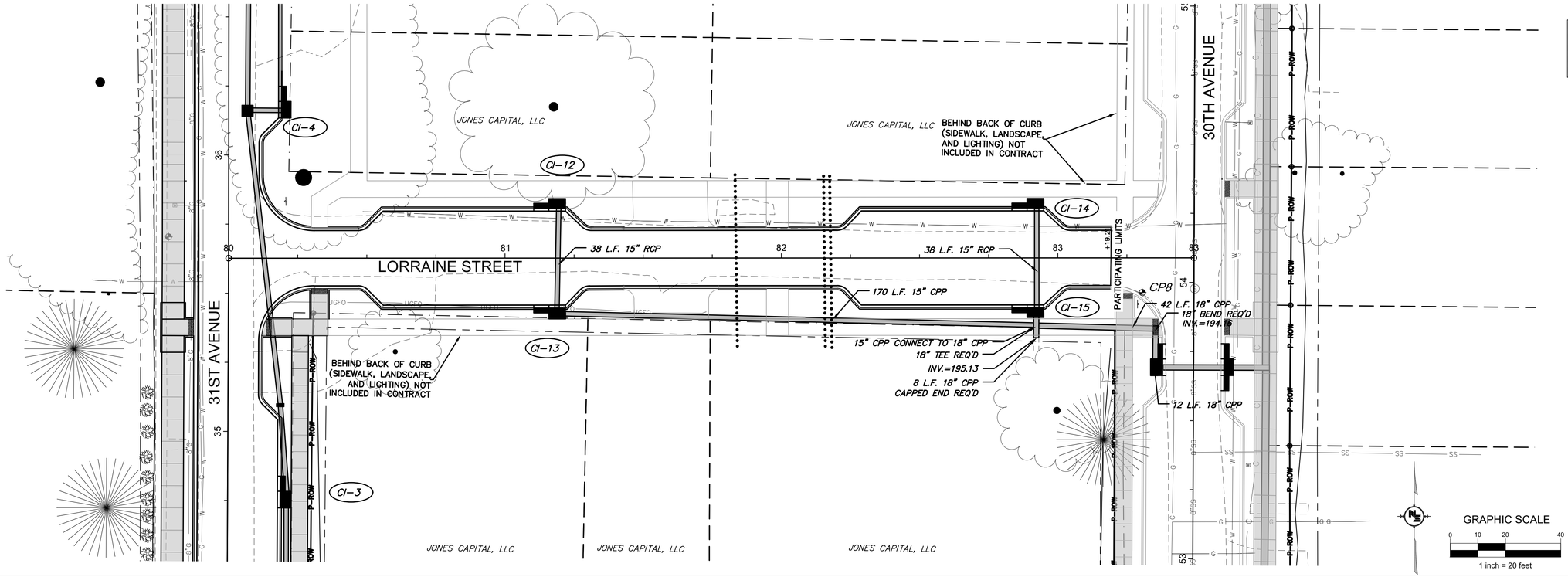
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

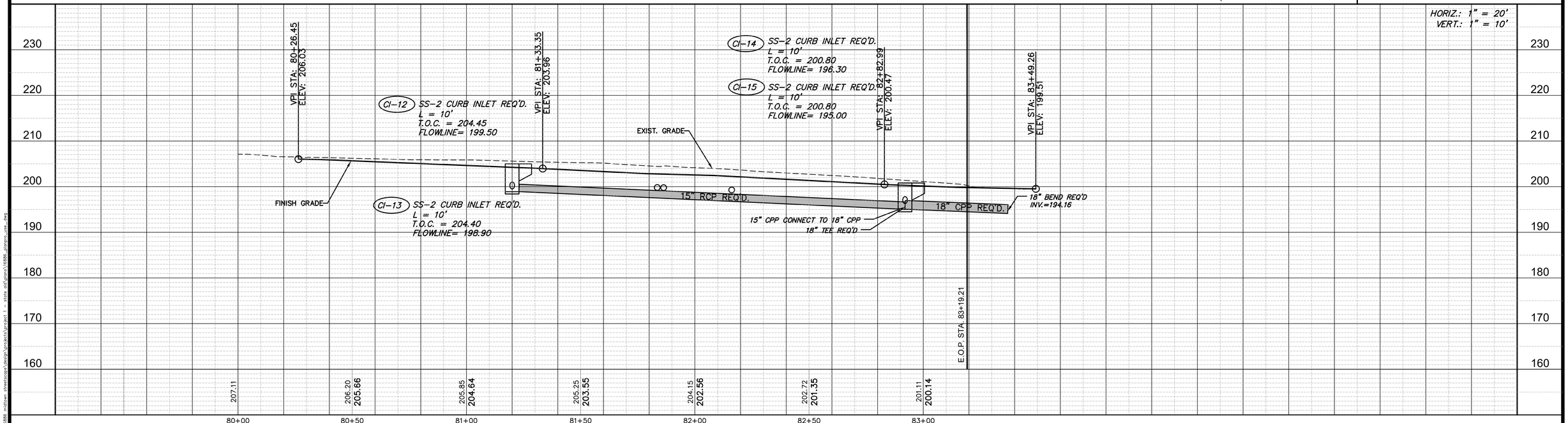
PLAN AND PROFILE
CHEVY CHASE DRIVE

| WORKING NUMBER: | DRAWING NUMBER: |
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| WK-3 | 22 |

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| SHEET TOTALS | |
|---|---|
| UNCLASSIFIED EXCAVATION | 30 CU. YDS. |
| BORROW EXCAVATION (B7-6) | 165 CU. YDS. |
| BORROW EXCAVATION (B-9) | 125 CU. YDS. |
| EXCESS EXCAVATION | 275 CU. YDS. |




NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

| REVISIONS | | | |
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| DRAWING INFORMATION | |
|---|---|
| N-S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_PlanPro_USE_.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

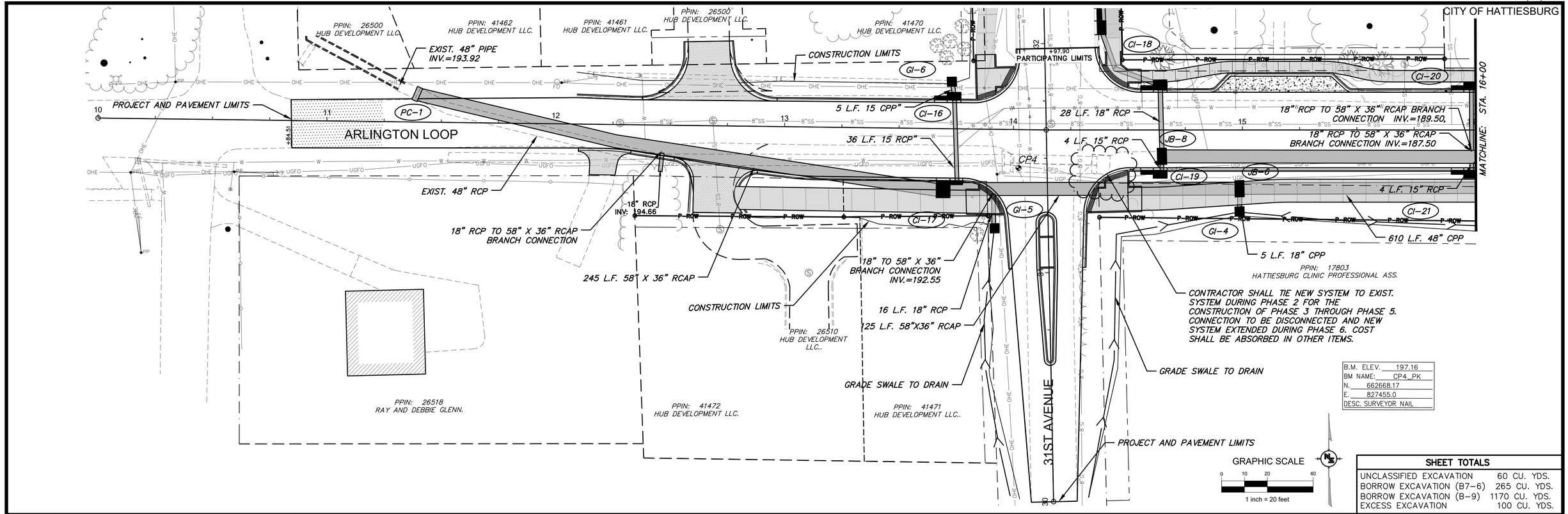
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

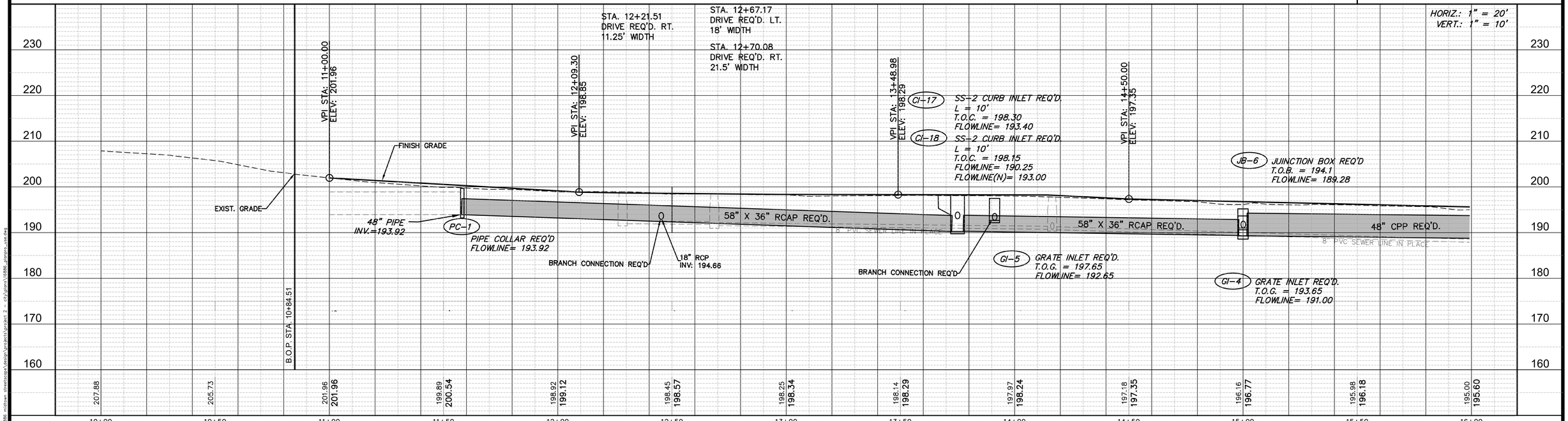
PLAN AND PROFILE
LORRAINE STREET

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| WK-4 | 23 |

3/27/2024 11:46 AM J:\16000\hattiesburg\16886 midtown streetscape\design\projects\project 1 - state aid\plans\16886_planpro_use_.dwg




| SHEET TOTALS | |
|---|---|
| UNCLASSIFIED EXCAVATION | 60 CU. YDS. |
| BORROW EXCAVATION (B7-6) | 265 CU. YDS. |
| BORROW EXCAVATION (B-9) | 1170 CU. YDS. |
| EXCESS EXCAVATION | 100 CU. YDS. |




NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
|---|---|
| N-S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_PlanPro_Use.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 01/2023 |
| DRWN: PAN | DATE: 01/2023 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PLAN AND PROFILE
ARLINGTON LOOP
STA. 10+00 TO STA. 16+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| WK-5 | 24 |

3/27/2024 12:59 PM A:\16000\Northstar\N16886 midtown streetscape\design\projects\project 2 - city\plans\N16886_planpro_use.dgn

PPIN: 26500 HUB DEVELOPMENT LLC.

PPIN: 41462 HUB DEVELOPMENT LLC.

PPIN: 41461 HUB DEVELOPMENT LLC.

PPIN: 26500 HUB DEVELOPMENT LLC.

PPIN: 41470 HUB DEVELOPMENT LLC.

EXIST. 48" PIPE INV.=193.92

CONSTRUCTION LIMITS

GI-6

PARTICIPATING LIMITS

CI-18

CI-20

PROJECT AND PAVEMENT LIMITS

PC-1

ARLINGTON LOOP

5 L.F. 15 CPP"

CI-16

28 L.F. 18" RCP

18" RCP TO 58" X 36" RCAP BRANCH CONNECTION INV.=189.50.

36 L.F. 15 RCP"

4 L.F. 15" RCP

JB-8

18" RCP TO 58" X 36" RCAP BRANCH CONNECTION INV.=187.50

MATCHLINE: STA. 16+00

CP4

CI-19

JB-6

EXIST. 48" RCP

18" RCP INV: 194.66

4 L.F. 15" RCP

CI-17

GI-5

CI-21

18" RCP TO 58" X 36" RCAP BRANCH CONNECTION

GI-4

610 L.F. 48" CPP

5 L.F. 18" CPP

PPIN: 17803 HATTIESBURG CLINIC PROFESSIONAL ASS.

245 L.F. 58" X 36" RCAP

18" TO 58" X 36" BRANCH CONNECTION INV.=192.55

CONSTRUCTION LIMITS

16 L.F. 18" RCP

125 L.F. 58"X36" RCAP

PPIN: 26510 HUB DEVELOPMENT LLC..

GRADE SWALE TO DRAIN

GRADE SWALE TO DRAIN

31ST AVENUE

PROJECT AND PAVEMENT LIMITS

PPIN: 26518 RAY AND DEBBIE GLENN.

PPIN: 41472 HUB DEVELOPMENT LLC.

PPIN: 41471 HUB DEVELOPMENT LLC..

| | |
|---|---|
| B.M. ELEV. | 197.16 |
| BM NAME: | CP4_PK |
| N. | 662668.17 |
| E. | 827455.0 |
| DESC. | SURVEYOR NAIL |

GRAPHIC SCALE

0 10 20 40

1 inch = 20 feet

**SHEET TOTALS**

| | |
|---|---|
| UNCLASSIFIED EXCAVATION | 60 CU. YDS. |
| BORROW EXCAVATION (B7-6) | 265 CU. YDS. |
| BORROW EXCAVATION (B-9) | 1170 CU. YDS. |
| EXCESS EXCAVATION | 100 CU. YDS. |

HORIZ.: 1" = 20'
VERT.: 1" = 10'

VPI STA: 11+00.00
ELEV: 201.96

B.O.P. STA. 10+84.51

FINISH GRADE

EXIST. GRADE

VPI STA: 12+09.30
ELEV: 198.85

VPI STA: 13+48.98
ELEV: 198.29

GI-6 GRATE INLET REQ'D.
T.O.G. = 197.50
FLOWLINE= 193.50

VPI STA: 14+50.00
ELEV: 197.35

8" PVC SEWER LINE IN PLACE

58" X 36" RCAP REQ'D.

8" PVC SEWER LINE IN PLACE

CI-20 SS-2 CURB INLET REQ'D.
L = 10'
T.O.C. = 195.70
FLOWLINE= 190.70

CI-21 SS-2 CURB INLET REQ'D.
L = 10'
T.O.C. = 195.80
FLOWLINE= 187.50

JB-8 JUNCTION BOX REQ'D
T.O.B. =193.29
FLOWLINE=187.70

CI-18 SS-2 CURB INLET REQ'D.
L = 10'
T.O.C. = 197.40
FLOWLINE= 191.40

CI-19 SS-2 CURB INLET REQ'D.
L = 10'
T.O.C. = 197.40
FLOWLINE= 187.70

230 220 210 200 190 180 170 160

207.88 205.73 201.96 201.96 199.89 200.54 198.92 199.12 198.45 198.57 198.25 198.34 198.14 198.29 197.97 198.24 197.18 197.35 196.16 196.77 195.98 196.18 195.00 195.60

10+00 10+50 11+00 11+50 12+00 12+50 13+00 13+50 14+00 14+50 15+00 15+50 16+00

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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| DRAWING INFORMATION | |
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| N-S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_PlanPro_Use.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 01/2023 |
| DRWN: PAN | DATE: 01/2023 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

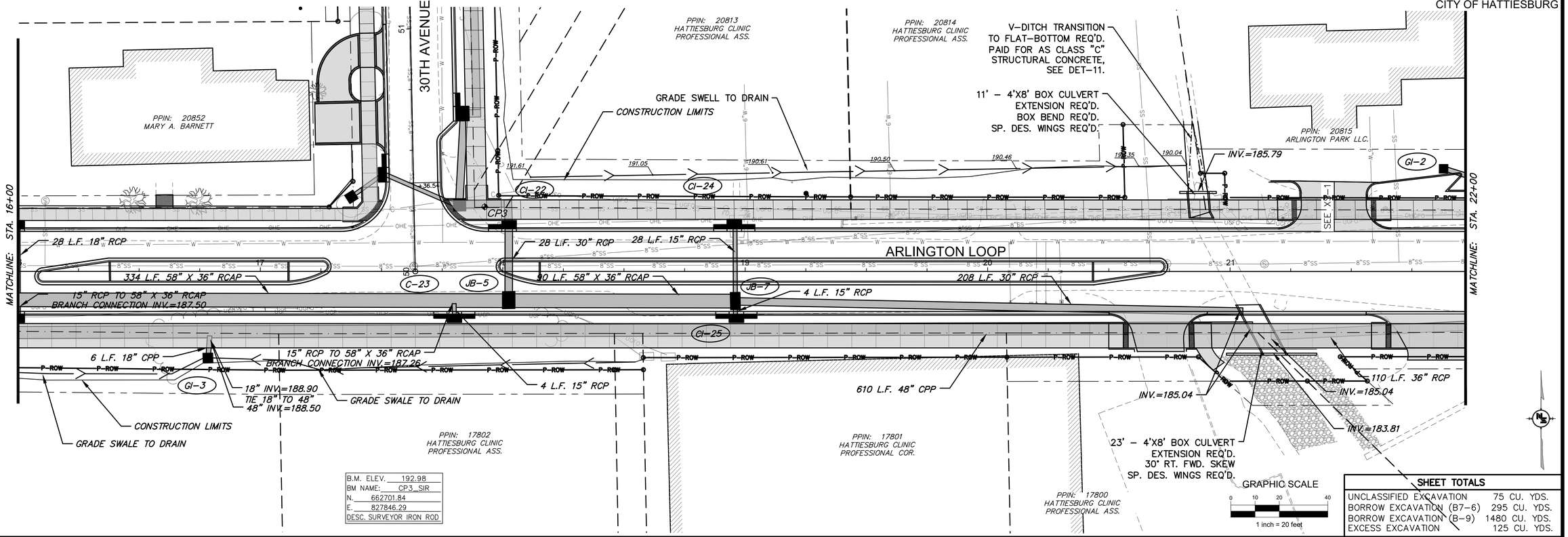
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PLAN AND PROFILE
ARLINGTON LOOP
STA. 10+00 TO STA. 16+00
NON-PARTICIPATING

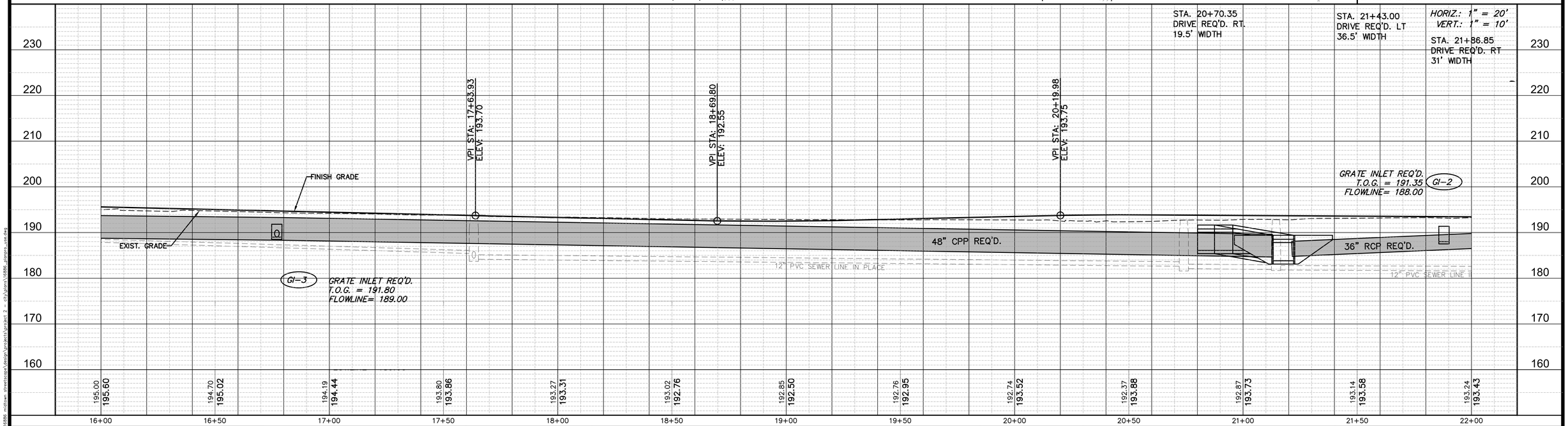
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| WK-5A | 25 |

3/27/2024 12:19 PM J:\16000\Netdrawings\16886 midtown streetscape\design\projects\project 2 - city\plans\16886_planpro_use.dwg




| B.M. ELEV. | 192.98 |
|---|---|
| BM NAME: | CP3_SIR |
| N. | 662701.84 |
| E. | 827846.29 |
| DESC. | SURVEYOR IRON ROD |

| SHEET TOTALS | |
|---|---|
| UNCLASSIFIED EXCAVATION | 75 CU. YDS. |
| BORROW EXCAVATION (B7-6) | 295 CU. YDS. |
| BORROW EXCAVATION (B-9) | 1480 CU. YDS. |
| EXCESS EXCAVATION | 125 CU. YDS. |




NOTICE TO DRAWING HOLDER

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| REVISIONS | | | |
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| NO. | DATE | BY | DESCRIPTION |
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| DRAWING INFORMATION | |
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| N-S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_PlanPro_Use.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 01/2023 |
| DRWN: PAN | DATE: 01/2023 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

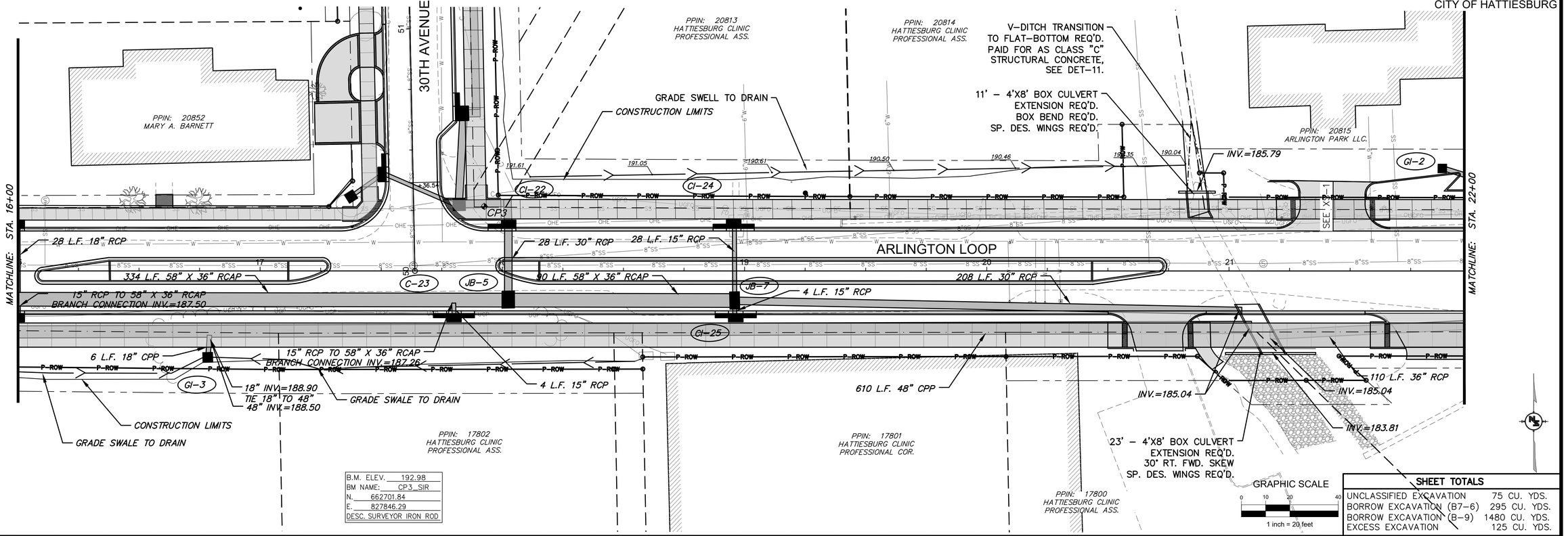
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PLAN AND PROFILE
ARLINGTON LOOP
STA. 16+00 TO STA. 22+00
NON-PARTICIPATING

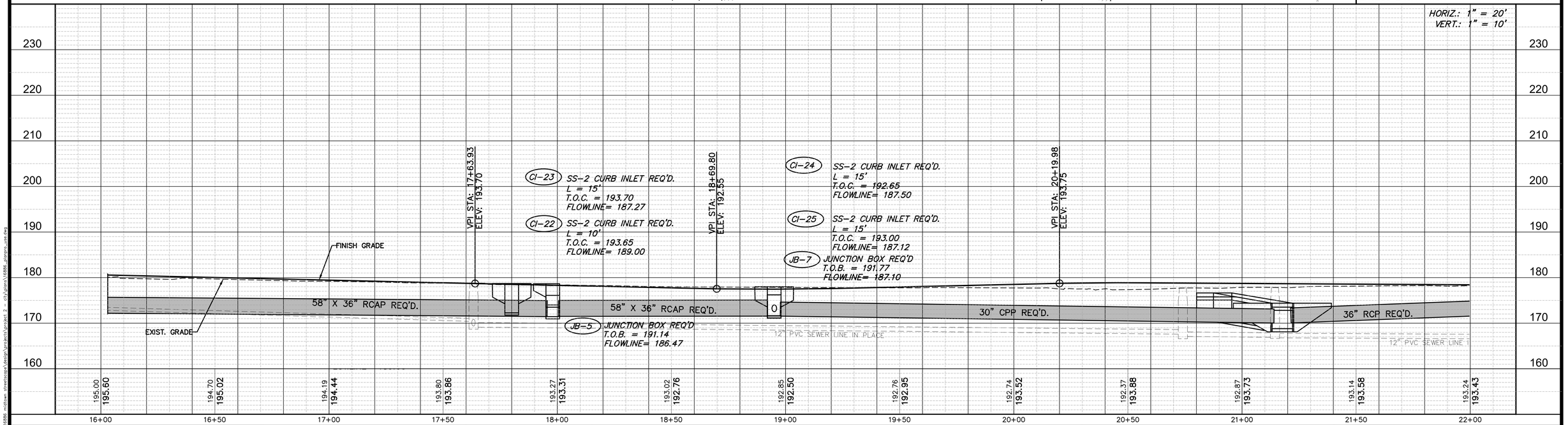
| WORKING NUMBER: | DRAWING NUMBER: |
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| WK-6 | 26 |

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| B.M. ELEV. | 192.98 |
|---|---|
| BM NAME: | CP3_SIR |
| N. | 662701.84 |
| E. | 827846.29 |
| DESC. | SURVEYOR IRON ROD |

| SHEET TOTALS | |
|---|---|
| UNCLASSIFIED EXCAVATION | 75 CU. YDS. |
| BORROW EXCAVATION (B7-6) | 295 CU. YDS. |
| BORROW EXCAVATION (B-9) | 1480 CU. YDS. |
| EXCESS EXCAVATION | 125 CU. YDS. |




NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| N-S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_PlanPro_Use.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 01/2023 |
| DRWN: PAN | DATE: 01/2023 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

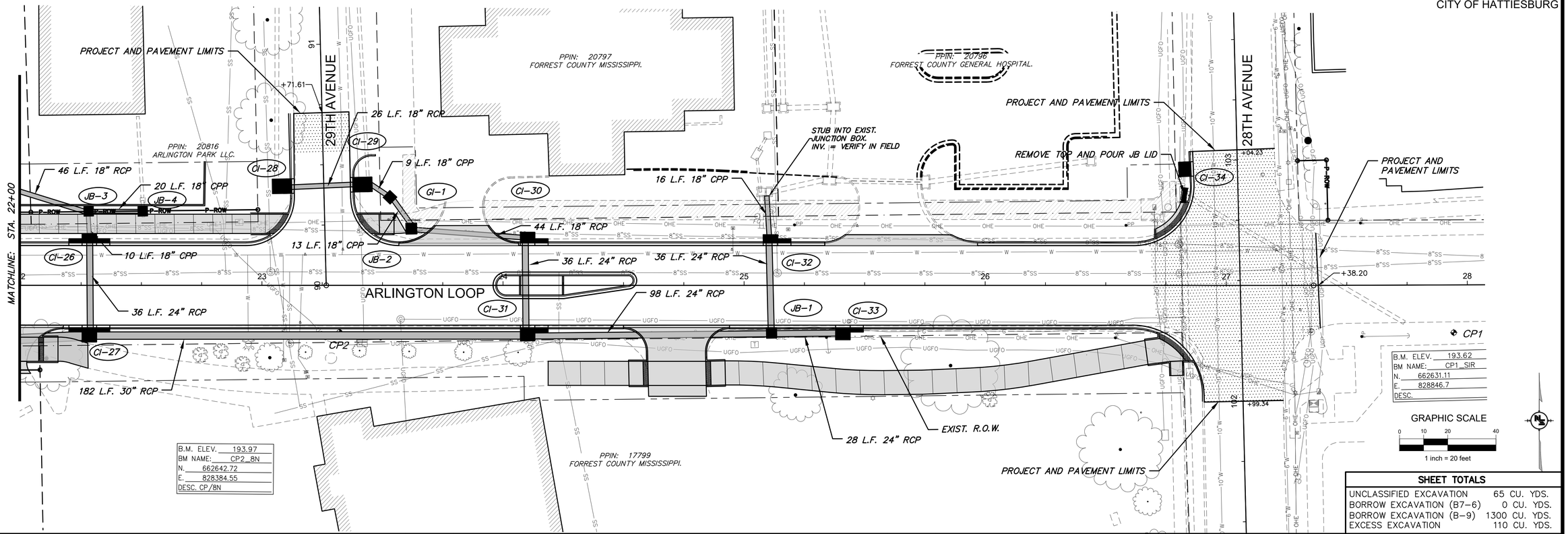
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

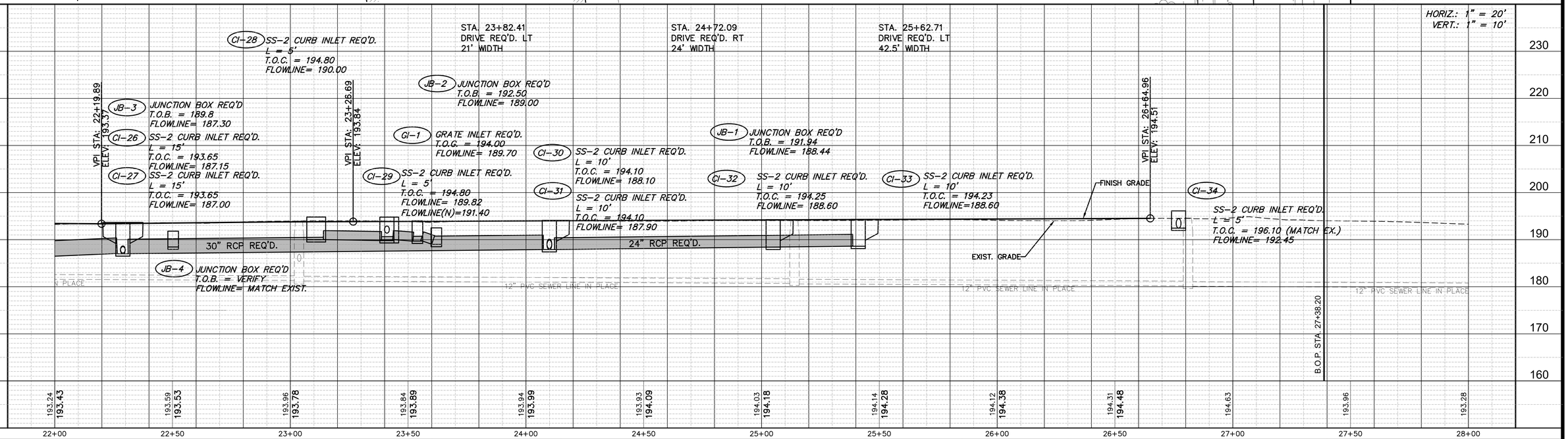
PLAN AND PROFILE
ARLINGTON LOOP
STA. 16+00 TO STA. 22+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| WK-6A | 27 |

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| SHEET TOTALS | |
|---|---|
| UNCLASSIFIED EXCAVATION | 65 CU. YDS. |
| BORROW EXCAVATION (B7-6) | 0 CU. YDS. |
| BORROW EXCAVATION (B-9) | 1300 CU. YDS. |
| EXCESS EXCAVATION | 110 CU. YDS. |




NOTICE TO DRAWING HOLDER

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

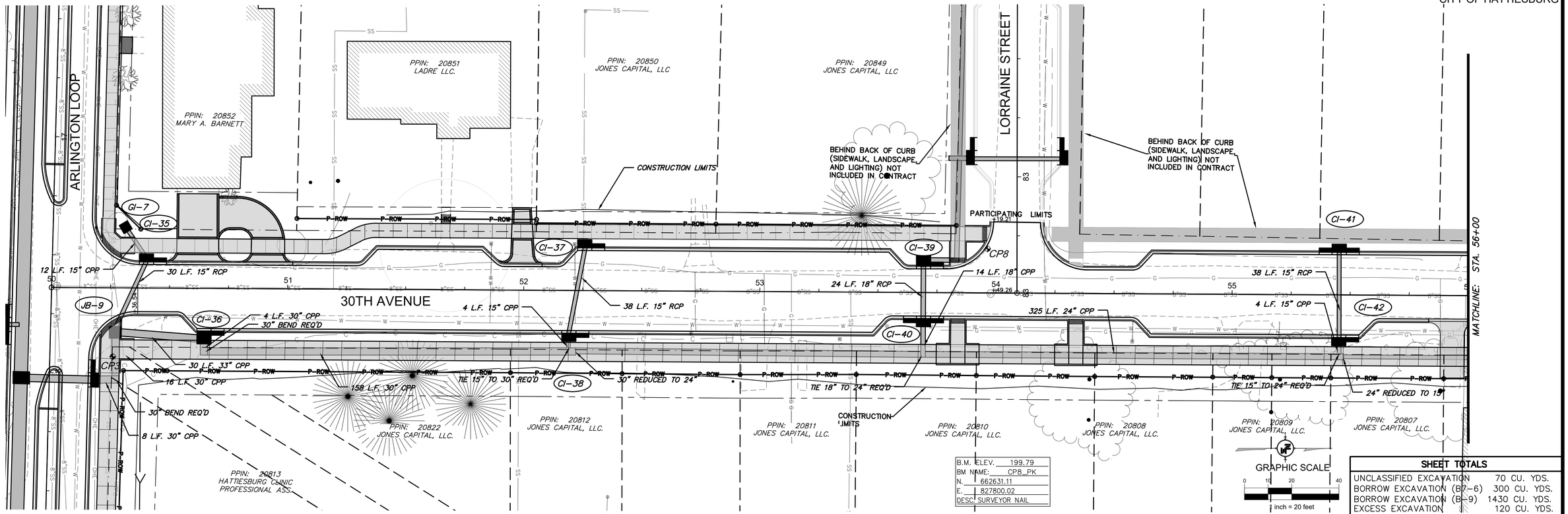
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

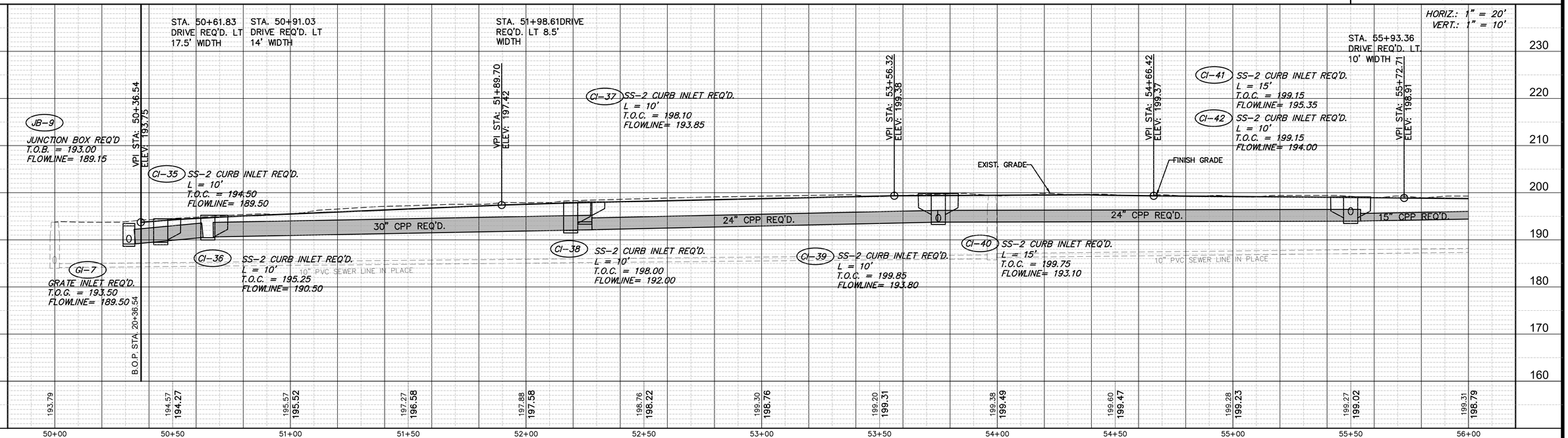
PLAN AND PROFILE
ARLINGTON LOOP
STA. 22+00 TO STA. 28+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| WK-7 | 28 |

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| SHEET TOTALS | |
|---|---|
| UNCLASSIFIED EXCAVATION | 70 CU. YDS. |
| BORROW EXCAVATION (B7-6) | 300 CU. YDS. |
| BORROW EXCAVATION (B-9) | 1430 CU. YDS. |
| EXCESS EXCAVATION | 120 CU. YDS. |




NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| N-S PROJECT NO.: 16886.001 | |
| FILENAME: 16886_PlanPro_Use.dwg | |
| SCALE: 1" = 20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: GPC | DATE: 01/2023 |
| DRWN: PAN | DATE: 01/2023 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

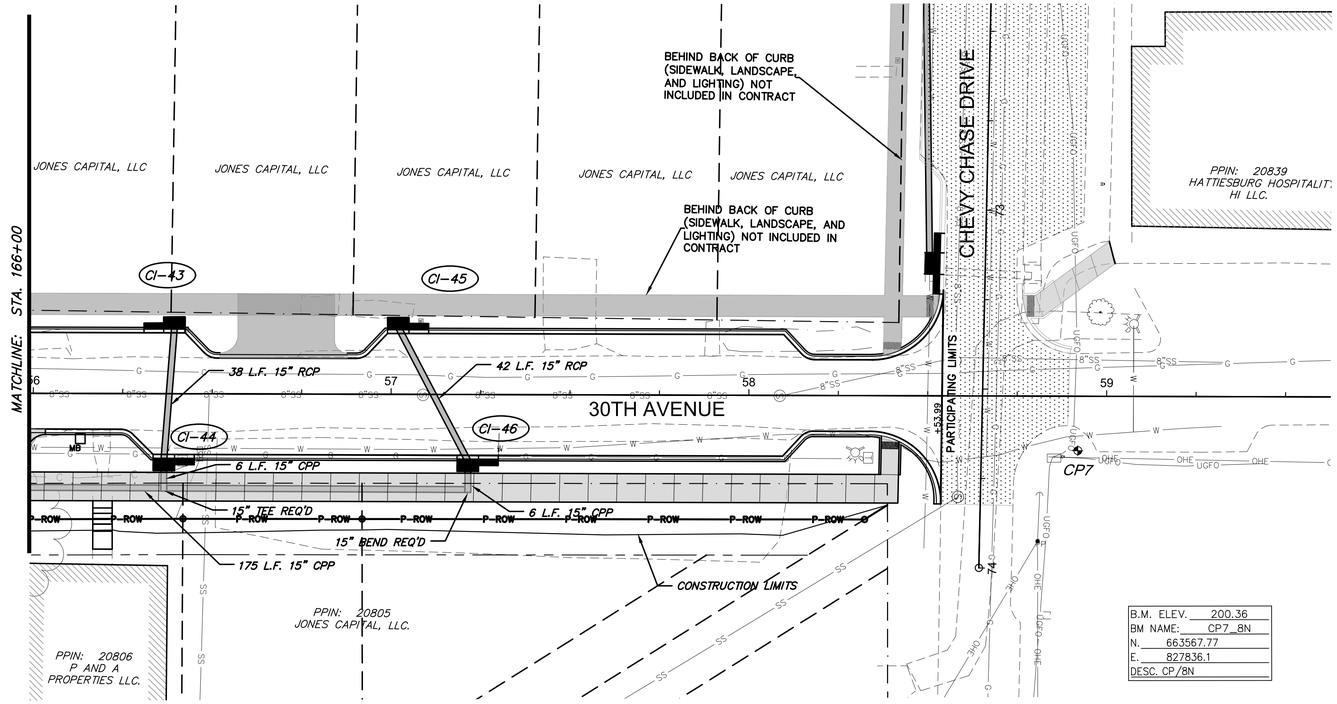
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

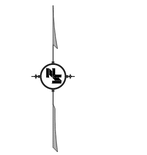
PLAN AND PROFILE
30TH AVENUE
STA. 50+00 TO STA. 56+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| WK-8 | 29 |

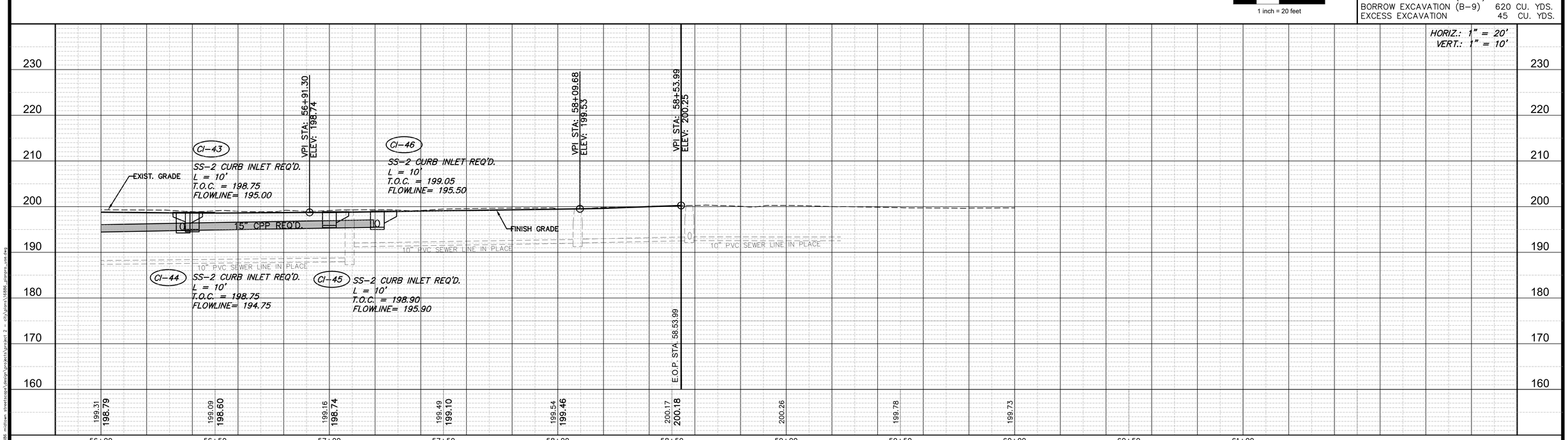
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| B.M. ELEV. | 200.36 |
| BM NAME: | CP7_8N |
| N. | 663567.77 |
| E. | 827836.1 |
| DESC. | CP/8N |




| SHEET TOTALS | |
|---|---|
| UNCLASSIFIED EXCAVATION | 30 CU. YDS. |
| BORROW EXCAVATION (B7-6) | 140 CU. YDS. |
| BORROW EXCAVATION (B-9) | 620 CU. YDS. |
| EXCESS EXCAVATION | 45 CU. YDS. |




NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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| DRAWING INFORMATION | |
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| DSGN: GPC | DATE: 01/2023 |
| DRWN: PAN | DATE: 01/2023 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PLAN AND PROFILE
30TH AVENUE
STA. 56+00 TO STA. 59+50
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| WK-9 | 30 |

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PPIN: 41471
HUB DEVELOPMENT LLC..

PPIN: 41470
HUB DEVELOPMENT LLC.

PPIN: 41469
HUB DEVELOPMENT LLC

PPIN: 46442
CONVILLE RICHARD L JR &
MOZELLA P.

JONES CAPITAL, LLC

PROPOSED SIDEWALK

HANDICAP SIDEWALK,
REF. WKG NO. DET–2

STA: 14+14.30 ℄
ARLINGTON
STA. 31+62.30 ℄
30TH AVE

ARLINGTON LOOP

31ST AVENUE

N0° 16' 47.10"E

N0° 16' 48.85"E

STA: 80+00.00 ℄
LORRAINE
STA. 35+62.65 ℄
31ST AVE

MATCHLINE STA. 36+00

PARTICIPATING LIMITS

88.86'

91.12'

89.73'

90.27'

31+93.12
29.92' LT.

31+98.06
21.91' LT.

32+11.21
20.84' LT.

31+97.90
11.00' LT.

32+36.03
12.18' LT.

32+51.83
16.00' LT.

32+83.78
22.00' RT.

33+56.92
13.23' RT.

33+79.45
11.20' RT.

33+94.27
18.00' RT.

31+97.90
20.00' RT.

33+11.89
19.85' RT.

34+37.55
4.65' RT.

35+32.79
11.00' RT.

35+13.36
11.00' RT.

35+04.33
18.00' RT.

35+92.69
11.00' RT.

R108'

R100'

R200'

R20'

R5'

8'

22'

6'

11'

15'

+37.58

+37.71

CONCRETE DRIVEWAY WITH
BRICK ACCENT,
REF. WKG NO. DET–7

DECORATIVE STEEL
FENCE REQ'D, REF.
WKG NO. DET–2

10" LIVE OAK TO REMAIN,
PEDESTRIAN GRATE TO
PROTECT ROOTS TO BE
INCLUDED IN SIDEWALK COST.
REF. WKG NO. DET–5

END OF PROPOSED FENCE

DECORATIVE STEEL FENCE GATE
(4 FEET) REQ'D,
REF. WKG NO. DET–2
LOCATION TO BE DETERMINED IN
THE FIELD BY ENGINEER AND
OWNER

ADJUSTMENT OF SEWER
MANHOLE W/ CONCRETE PAD
REF. WKG NO. DET–8

HANDICAP SIDEWALK,
REF. WKG. NO. DET–3

PPIN: 20853
DEWS LUTHER ANDREW SR.

JONES CAPITAL, LLC

JONES CAPITAL, LLC

JONES CAPITAL, LLC

R6'

R20'

19'

20'

16'

PPIN: 46999
31ST AVENUE RETAIL LLC

PROPOSED SIDEWALK

TIE TO EXIST. SIDEWALK

TIE TO EXIST. SIDEWALK

HANDICAP SIDEWALK,
REF. WKG. NO. DET–3

MATCHLINE STA. 36+00

N0° 05' 27.67"E

N0° 05' 27.67"E,

31ST AVENUE

36+04.37
11.00' RT.

36+07.90
12.51' RT.

36+13.45
18.00' RT.

38+14.35
21.14' LT.

38+28.61
24.07' LT.

37+91.45
16.00' LT.

38+48.98
18.00' LT.

38+40.25
11.00' LT.

38+43.96
12.60' LT.

39+78.72
18.07' LT.

39+84.82
12.22' LT.

39+90.28
10.85' LT.

40+04.89
10.68' LT.

40+17.50
24.17' LT.

39+98.74
11.14' RT.

39+88.23
10.95' RT.

39+84.82
12.30' RT.

39+78.83
18.00' RT.

R50'

R5'

R20'

8'

6'

7'

11'

+02.13

CURB CUT REQ'D

BEHIND BACK OF CURB
(SIDEWALK, LANDSCAPE, AND
LIGHTING) NOT INCLUDED IN
CONTRACT

BEHIND BACK OF CURB
(SIDEWALK, LANDSCAPE,
AND LIGHTING) NOT
INCLUDED IN CONTRACT

JONES CAPITAL, LLC

CHEVY CHASE DRIVE

PROJECT LIMITS

STA: 70+00.00 ℄
CHEVY CHASE
STA: 40+27.16 ℄
31ST AVE

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

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**NOTICE TO DRAWING HOLDER**

NEEL–SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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| DRAWING INFORMATION | |
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| FILENAME: 16886_GEOLAY_USE.dwg | |
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| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

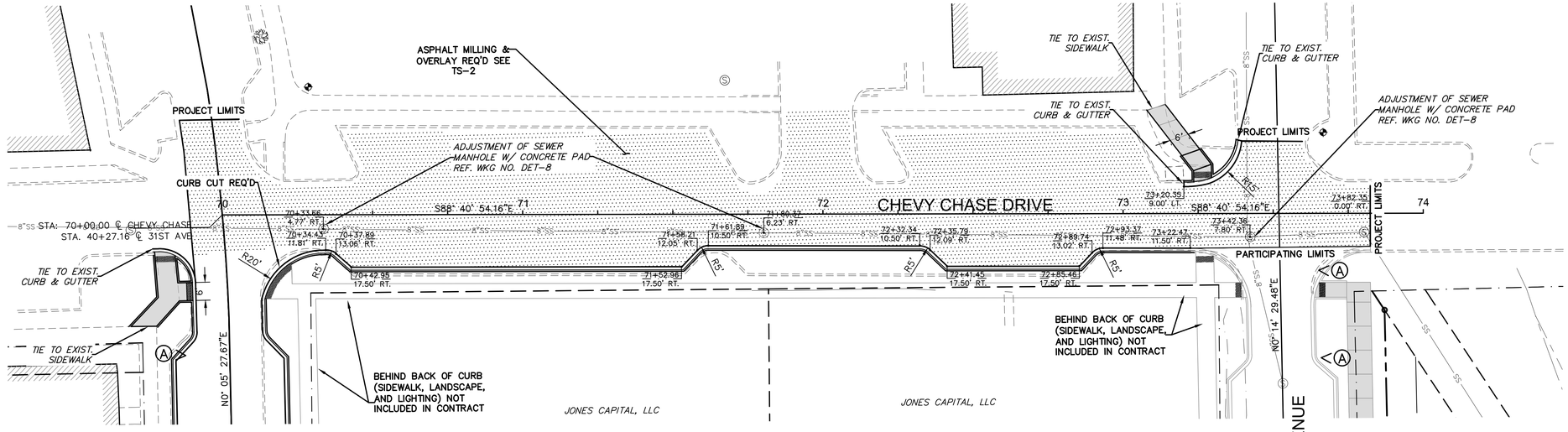
MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

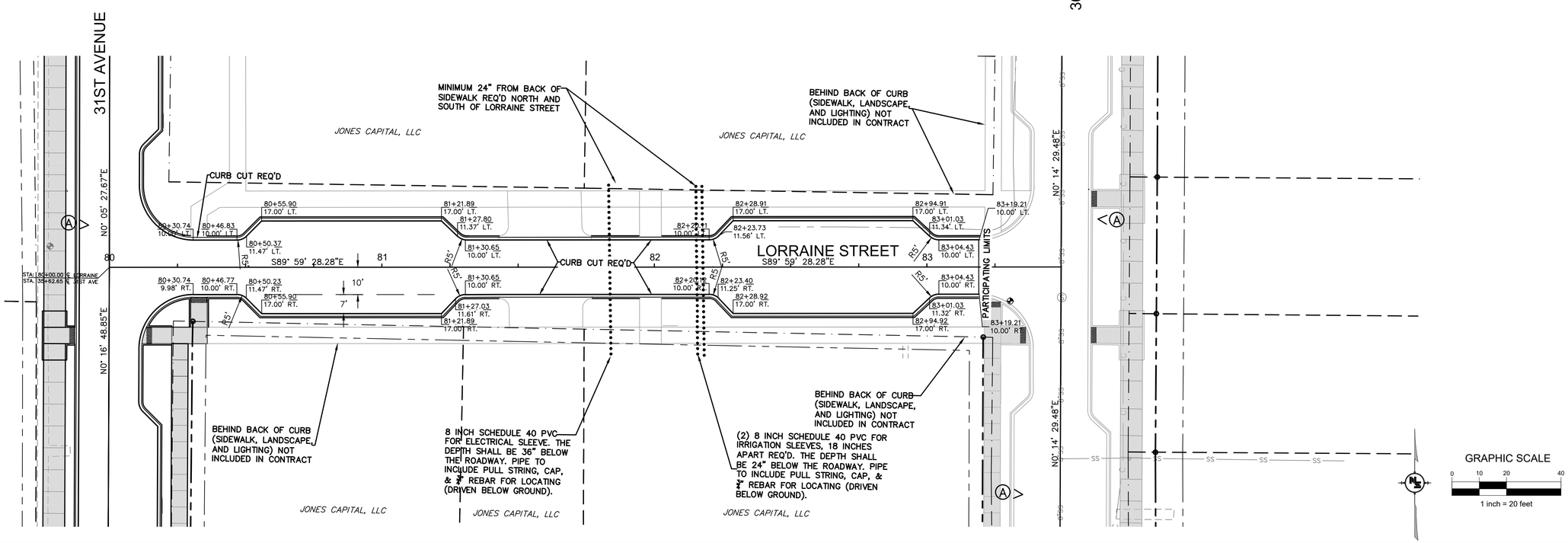
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL–SCHAFFER
Solutions you can build upon

GEOMETRIC LAYOUT
S. 31ST AVENUE
STA. 30+00 TO 41+00

| WORKING NUMBER: | DRAWING NUMBER: |
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| GEO-1 | 31 |




GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

**NOTICE TO DRAWING HOLDER**

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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| DRAWING INFORMATION | |
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

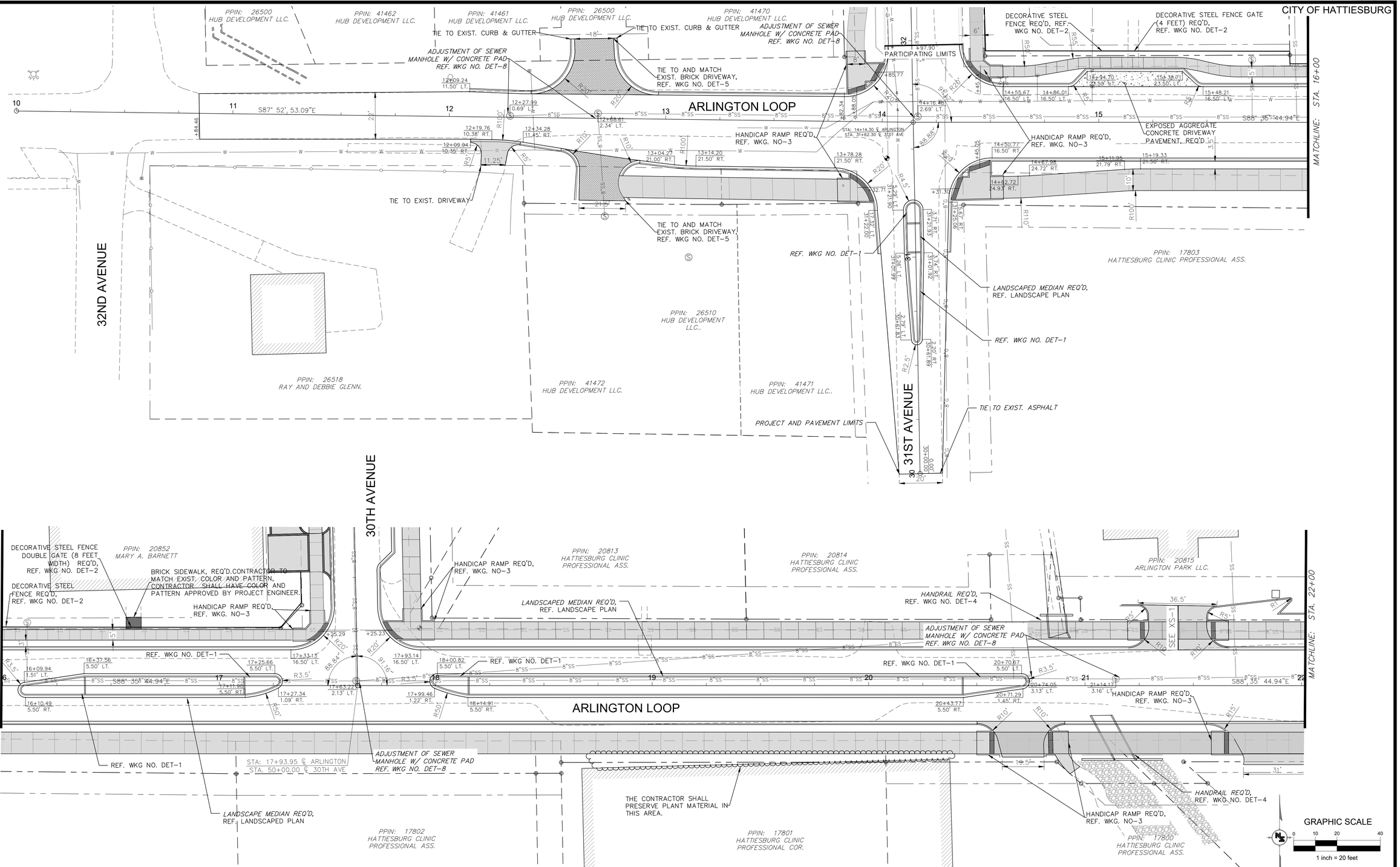
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

GEOMETRIC LAYOUT
CHEVY CHASE DRIVE
LORRAINE STREET

| WORKING NUMBER: | DRAWING NUMBER: |
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| GEO-2 | 32 |

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NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

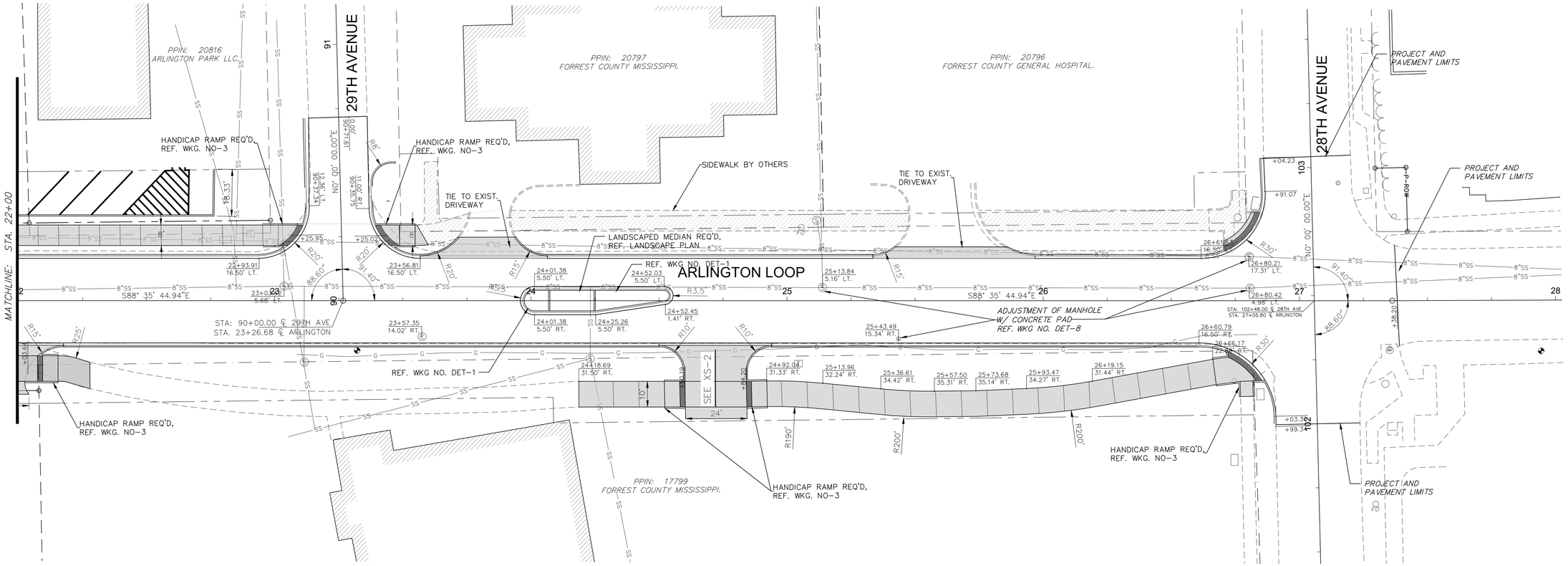
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

GEOMETRIC LAYOUT
ARLINGTON LOOP
STA. 10+00 TO STA. 22+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| GEO-3 | 33 |

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GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

## NOTICE TO DRAWING HOLDER

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

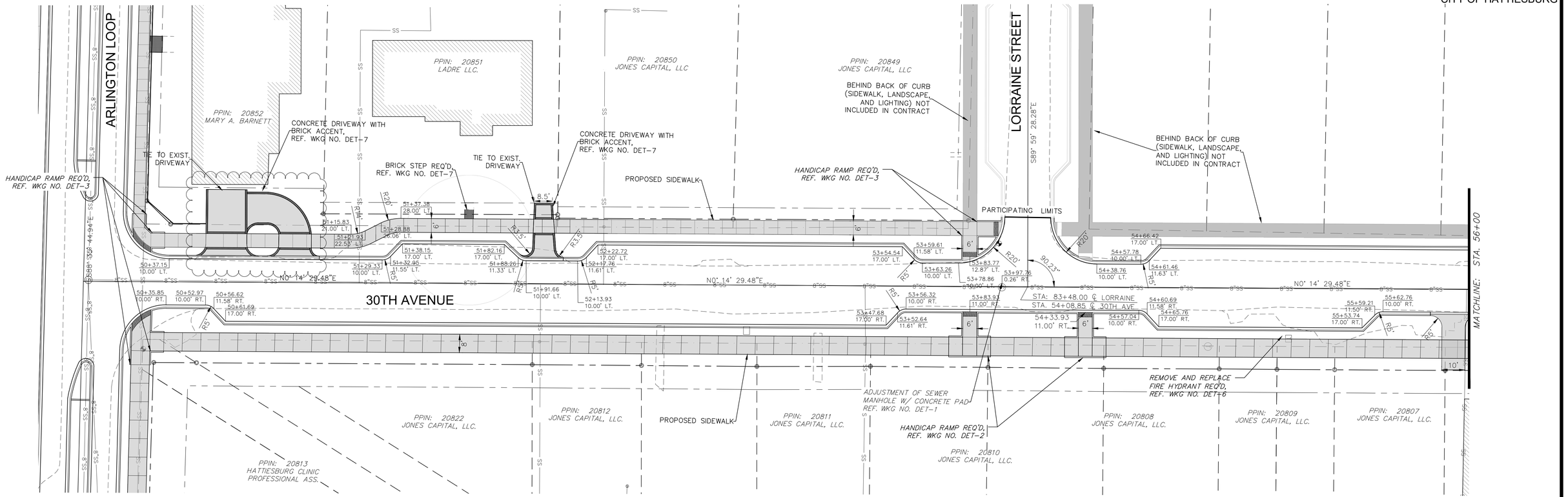
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

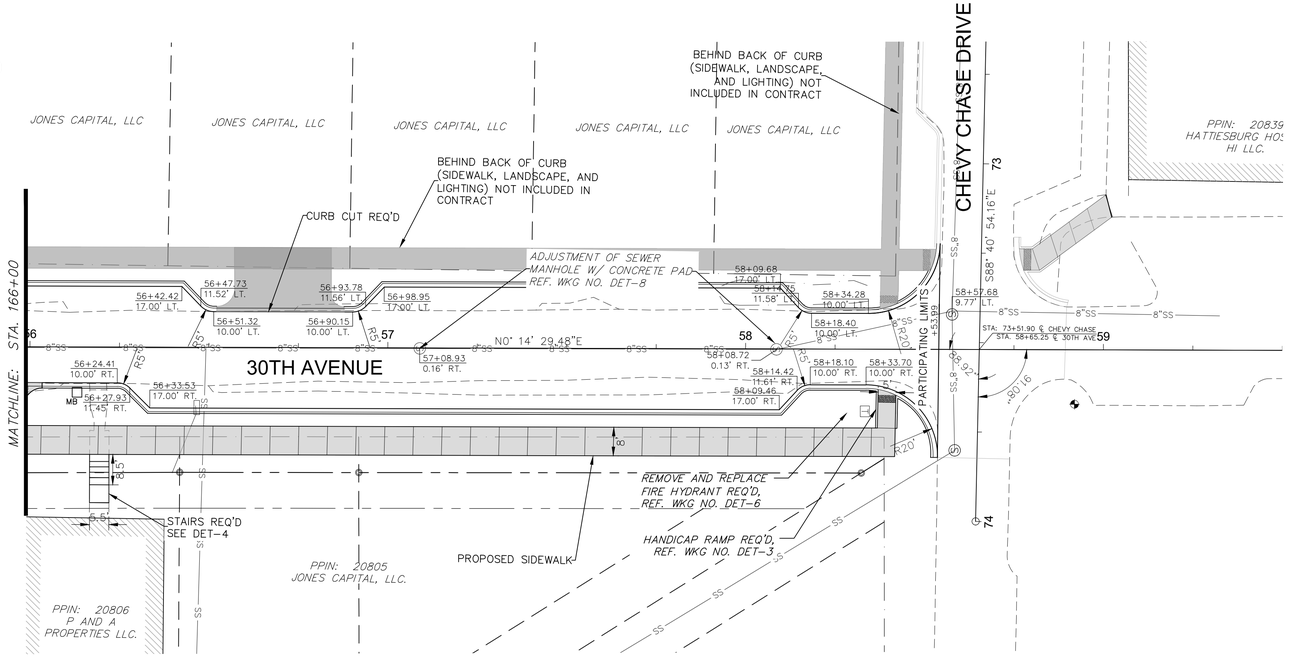
NEEL-SCHAFFER
Solutions you can build upon

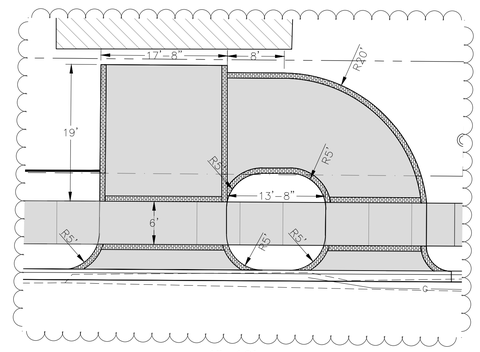
GEOMETRIC LAYOUT
ARLINGTON LOOP
STA. 22+00 TO STA. 28+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| GEO-4 | 34 |

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GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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| DRWN: PAN | DATE: 12/2022 |
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| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

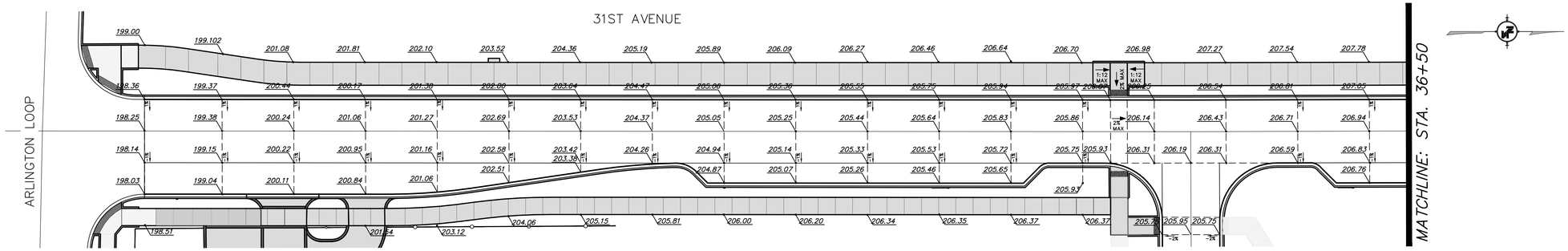
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

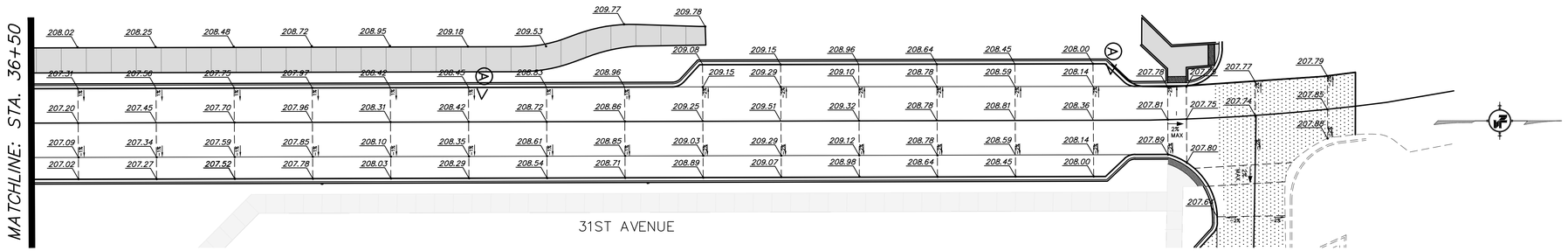
NEEL-SCHAFFER
Solutions you can build upon

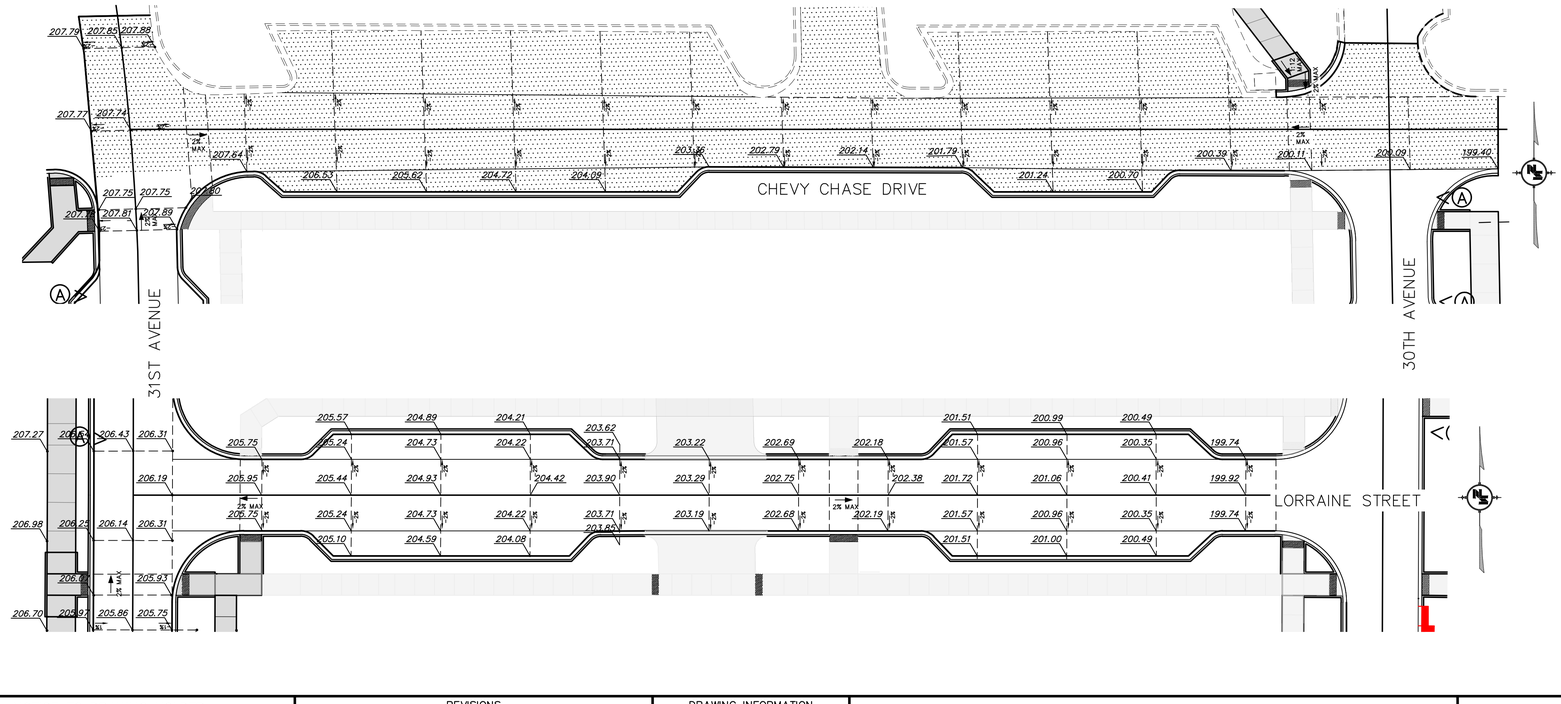
GEOMETRIC LAYOUT
30TH AVENUE
STA. 50+00 TO STA. 59+50
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| GEO-5 | 35 |

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GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 feet

**NOTICE TO DRAWING HOLDER**

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| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

FORM GRADES
S. 31ST AVENUE,
LORRAINE STREET, &
CHEVY CHASE DRIVE

| WORKING NUMBER: | DRAWING NUMBER: |
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| FG-1 | 36 |

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ARLINGTON LOOP

CONSTRUCTION LIMITS

31ST AVENUE

SEE THIS SHEET FOR 30TH AVENUE

SEE THIS SHEET FOR 31ST AVENUE

MATCHLINE: STA. 17+50

MATCHLINE: STA. 17+50

30TH AVENUE

29TH AVENUE

SEE NOTE XS-1

ARLINGTON LOOP

MATCHLINE: STA. 24+00

MATCHLINE: STA. 24+00

ARLINGTON LOOP

28TH AVENUE

SEE NOTE XS-2

SEE THIS SHEET FOR ARLINGTON LOOP

MATCHLINE: STA. 53+50

30TH AVENUE

CONSTRUCTION LIMITS

MATCHLINE: STA. 53+50

LORRAINE STREET

30TH AVENUE

CONSTRUCTION LIMITS

SEE THIS SHEET FOR ARLINGTON LOOP

EXIST. GRADE

31ST AVENUE

GRAPHIC SCALE

20 0 10 20 40

( IN FEET )

1 inch = 20 feet

**NOTICE TO DRAWING HOLDER**

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

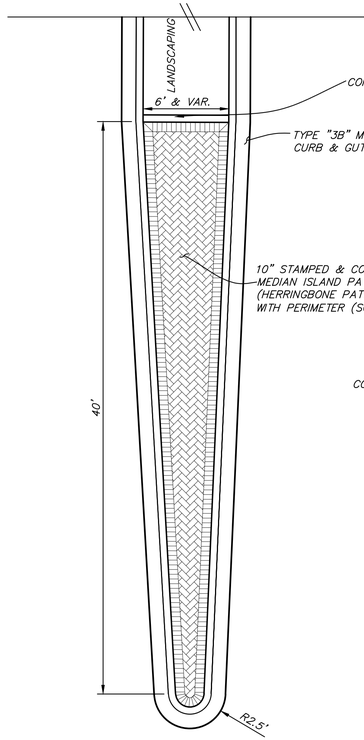
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

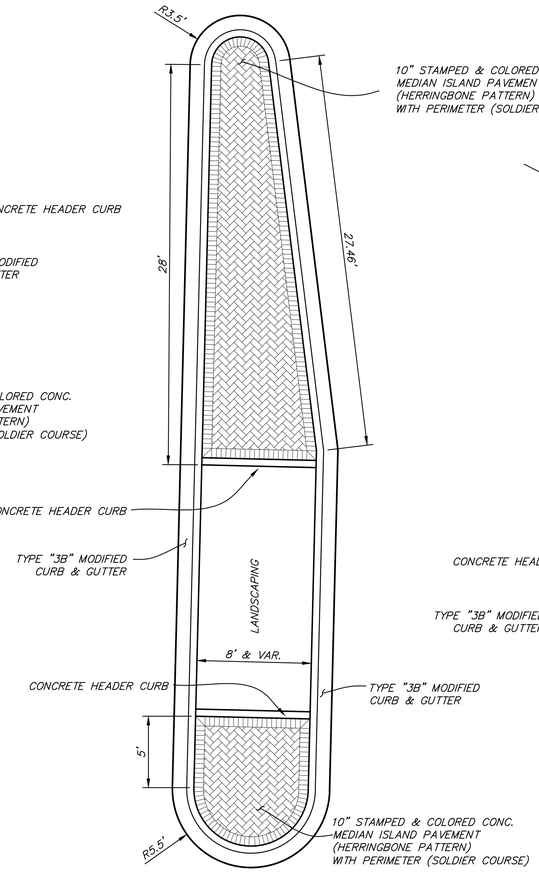
FORM GRADES
ARLINGTON LOOP
& 30TH AVENUE
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| FG-2 | 37 |

3/27/2024 12:06 PM N:\16000\Hattiesburg\16886 midtown streetscape\design\project 2 - city\plans\16886_fg_use.dwg

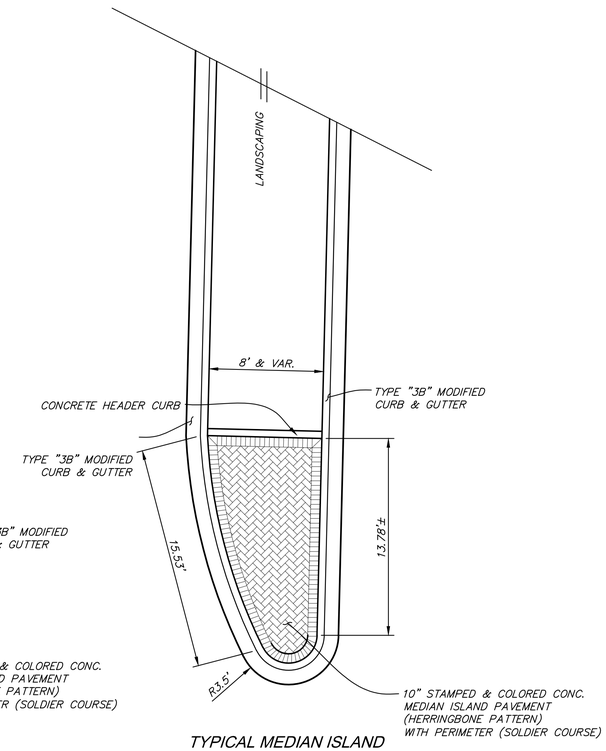



ISLAND DETAIL
(31ST AVENUE SOUTH OF ARLINGTON)
SCALE: 1" = 5'

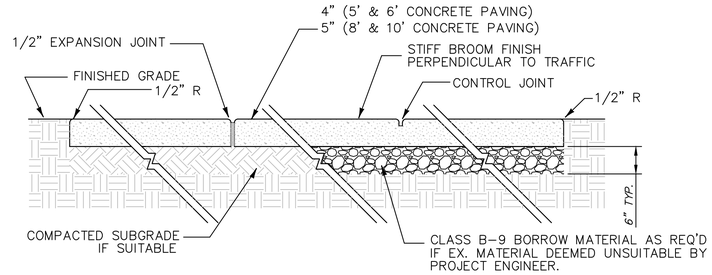



TYPICAL MEDIAN ISLAND
NON-TAPERED END DETAIL & TAPERED END
SCALE: 1" = 5'

NOTE: CONTRACTOR TO PROVIDE COLOR CHART FOR OWNER SELECTION. COLOR TO MATCH COLORED CONCRETE ON HARDY STREET MEDIAN BETWEEN 37TH & 30TH AVENUE. SEE 907-616-2 FOR TEST PANEL REQUIREMENTS AND ADDITIONAL REQUIREMENTS.



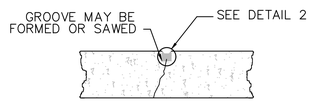

TYPICAL MEDIAN ISLAND
TURNING END DETAIL
SCALE: 1" = 5'



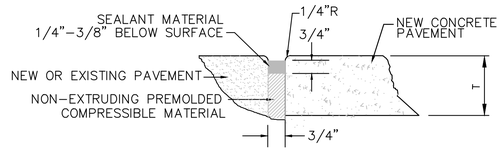

NOTES:
1. 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2 " TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN THE TABLE ABOVE.
2. HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS AS SHOWN ABOVE
3. COMPACTION OF SIDEWALK SUBGRADE SOILS SHALL BE ENCOMPASSED BY THE ROADWAY COMPACTION RESULTS FOR DESIGN SOILS.

## TYPICAL SIDEWALK DETAIL

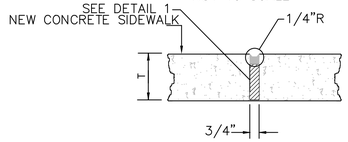
NOT TO SCALE



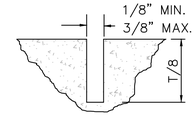

TYPE "A" – CONTROL JOINT
NOT TO SCALE




DETAIL 1 – EXPANSION JOINTS
NOT TO SCALE




TYPE "B" – EXPANSION JOINT
NOT TO SCALE




DETAIL 2 – CONTROL JOINT
NOT TO SCALE

## SIDEWALK JOINT DETAILS

| | JOINT SPACING | |
|---|---|---|
| SIDEWALK WIDTH | CONTROL JOINT | EXPANSION JOINT |
| 5 | 5 | 40 |
| 6 | 6 | 36 |
| 8 | 8 | 40 |
| 10 | 10 | 40 |

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| DRAWING INFORMATION | |
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| FILENAME: *16886_Details_Use_Combined.dwg* | |
| SCALE: NOT TO SCALE | |
| SURVEYED BY: | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

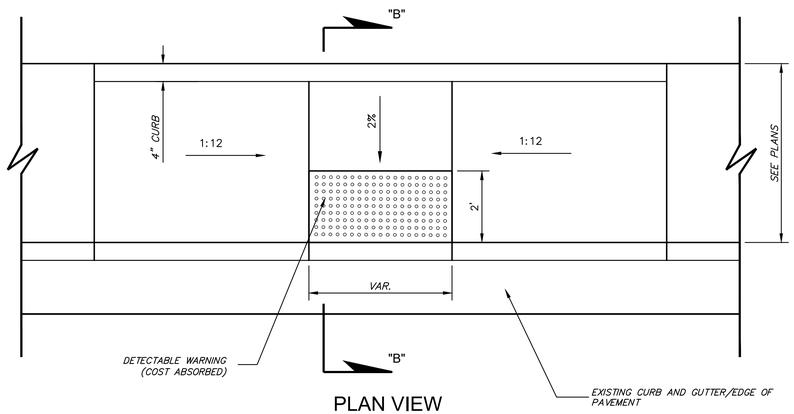
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HATTIESBURG, MISSISSIPPI

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TYPICAL MEDIAN ISLAND & SIDEWALK DETAILS

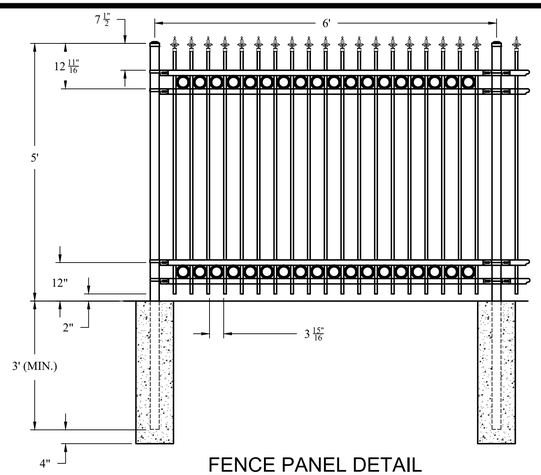
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3/22/2024 12:00 PM \\16800\Vol1\Roadway\16886_midtown_streetscape\design\project\project 2 - city\plans\16886_details_use_combined.dwg

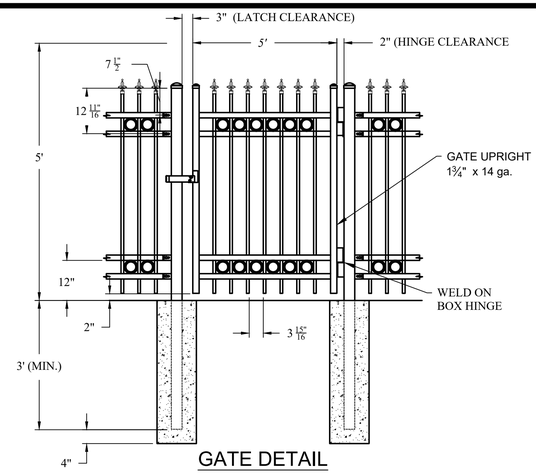



PLAN VIEW
NOT TO SCALE

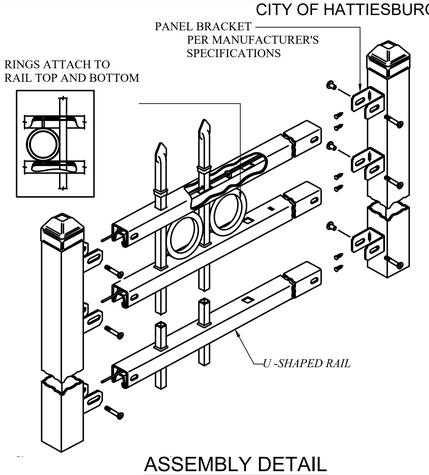
TYPICAL PARALLEL TYPE
CURB CUT RAMP DETAILS




FENCE PANEL DETAIL
NOT TO SCALE



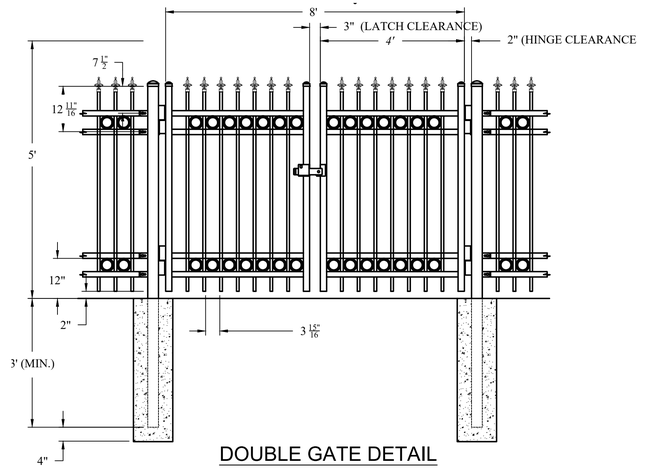

GATE DETAIL
NOT TO SCALE



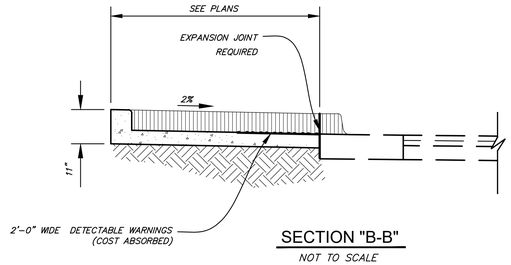

ASSEMBLY DETAIL
NOT TO SCALE

*FENCE PANEL NOTES:*

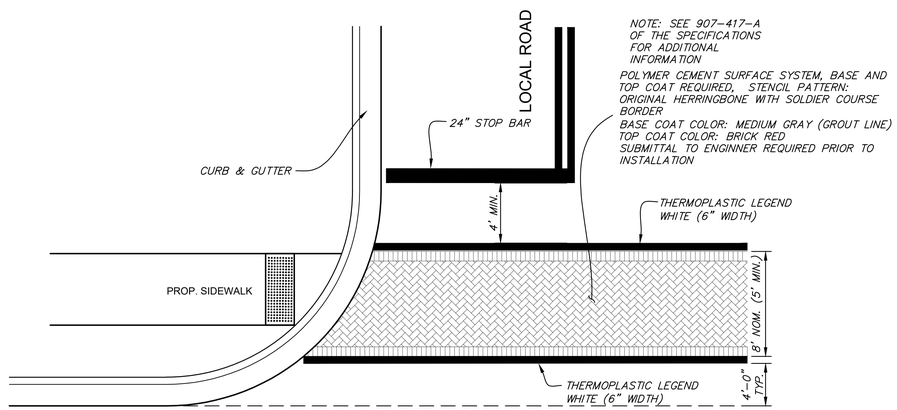
1. *FENCE PANELS SHALL BE PREFINISHED, DECORATIVE ALUMINUM, RACKABLE, FOUR RAIL WITH STANDARD BOTTOM, COLOR: BLACK*
2. *STYLE: CLASSIC*
3. *WITH INTERNALLY SECURED RINGS (AS SHOWN)*
4. *PANEL SIZE: 4'H X 6'W*
5. *PICKETS: ¾" SQ X 0.45" THICK*
6. *CROSSRAILS: 1.5" X 1.25"*
7. *POSTS: 2.5" SQ X .060"*
8. *STANDARD POST CAPS (AS SHOWN)*
9. *SUBMITTAL REQUIRED FOR ALL FENCE MATERIALS, SUBMITTAL MUST BE APPROVED BY THE PROJECT ENGINEER PRIOR TO PURCHASING MATERIALS AND CONSTRUCTION OF FENCE.*
10. *PRIOR TO CONSTRUCTION, CONTRACTOR SHALL STAKE FENCE LAYOUT FOR APPROVAL BY PROJECT ENGINEER*
11. *FOOTINGS AND MOUNTING HARDWARE INCLUDED IN THE COST OF FENCE*



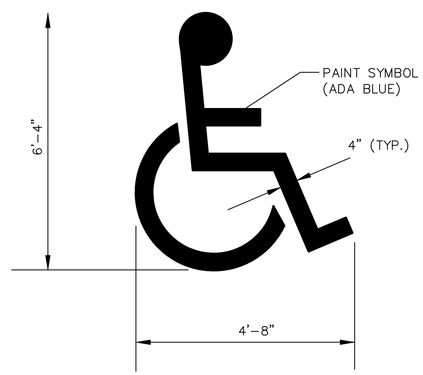

DOUBLE GATE DETAIL
NOT TO SCALE




SECTION "B-B"
NOT TO SCALE




*TYPICAL CROSSWALK DETAIL - LOCAL ROAD*
NOT TO SCALE




TYPICAL SYMBOL HANDICAP PARKING
NOT TO SCALE

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| SURVEYED BY: | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

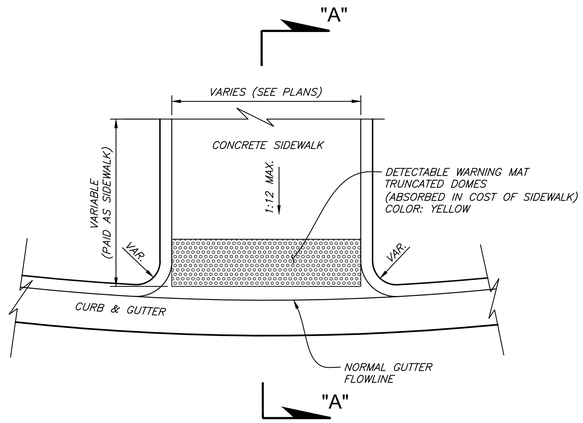
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
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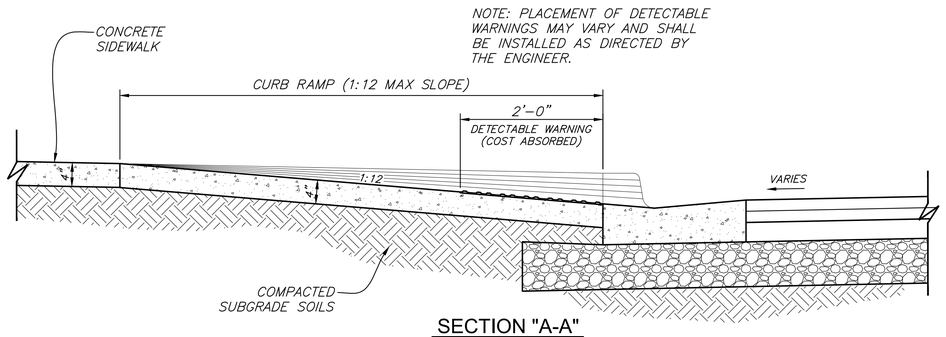
MISCELLANEOUS DETAILS

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| DET-2 | 39 |

3/27/2024 12:07 PM by: VMOORE (vmoore@ns1686.com) N:\16886 midtown streetscape\design\project 2 - city\dwg\16886_details_use_combined.dwg

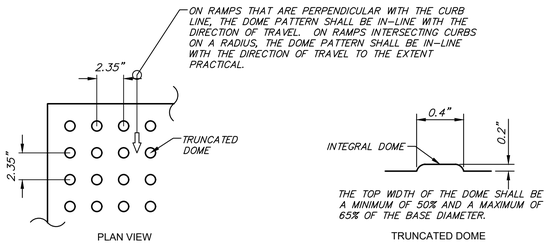



PLAN VIEW
SCALE: 1"=3'




SECTION "A-A"
N.T.S.

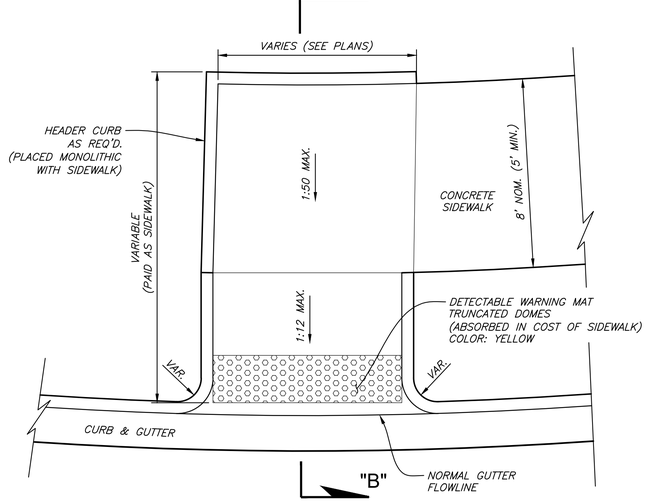
# PERPENDICULAR RAMP LAYOUT



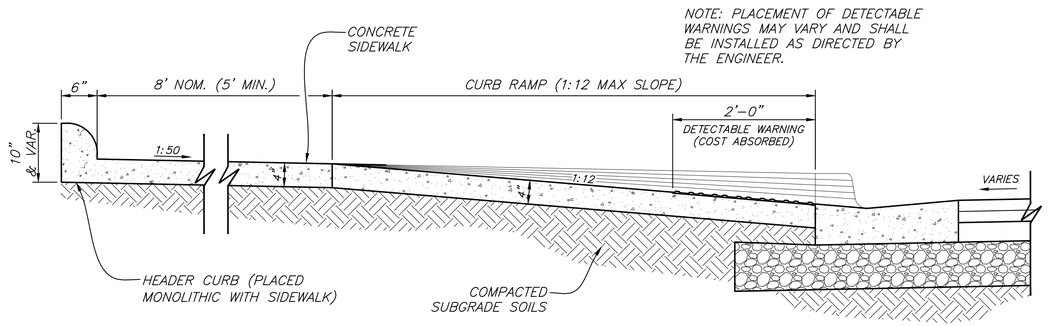

ALL SIDEWALK CURB RAMPS SHALL HAVE DETECTABLE WARNING SURFACES THAT EXTEND THE FULL WIDTH OF THE RAMP AND IN THE DIRECTION OF TRAVEL 2 FEET (24 INCHES).

## CURB RAMP DETECTABLE WARNING DETAIL

NOT TO SCALE




PLAN VIEW
SCALE: 1"=3'




SECTION "B-B"
N.T.S.

# DIRECTION-CHANGE RAMP LAYOUT

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| FILENAME: *16886_Details_Use_Combined.dwg* | |
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| SURVEYED BY: | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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CURB RAMP DETAILS

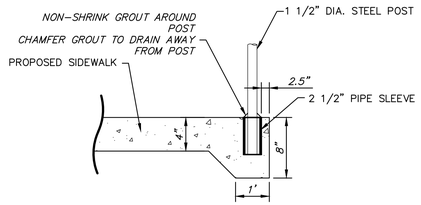
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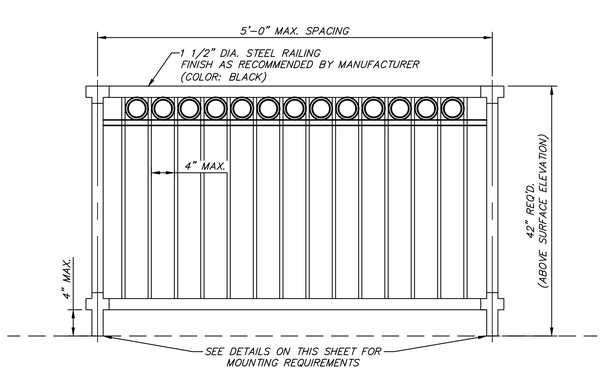
STAIR NOTES:

1. CONCRETE SHALL BE CLASS B AND MEET THE REQUIREMENTS OF SECTION 804 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.
2. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 602 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.
3. SHALL BE PAID FOR AS STAIRS, PER PLANS (907–242–PP).

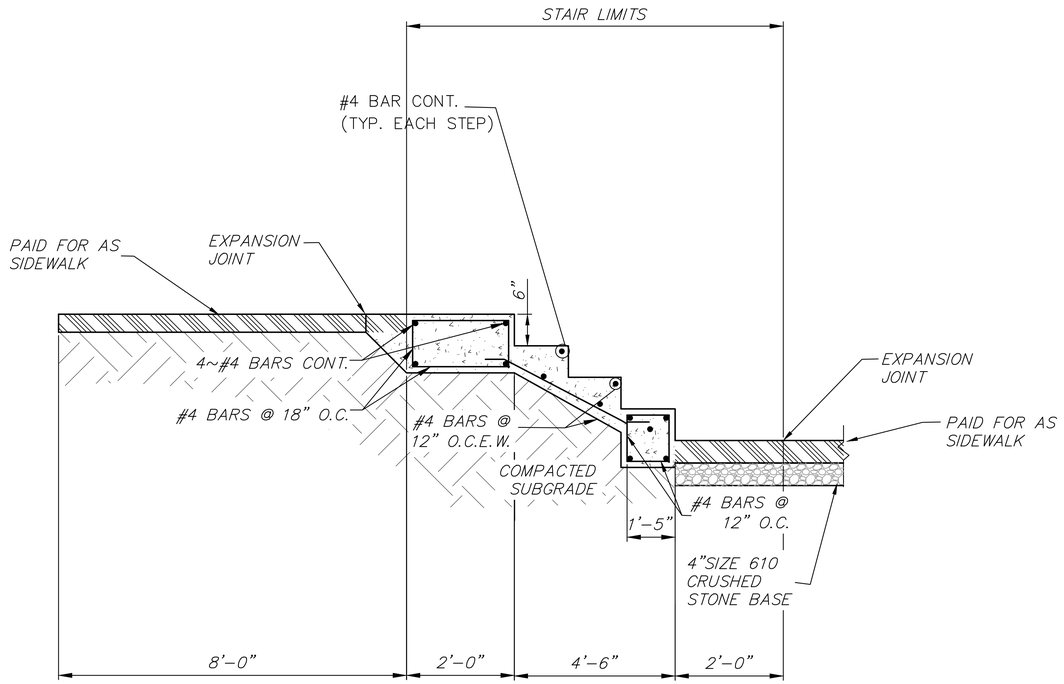
*ALL ITEMS SHALL BE INCLUDED IN THE COST OF HANDRAIL, PER PLANS*




TYPICAL HANDRAIL MOUNTING DETAILS
NOT TO SCALE




TYPICAL HANDRAIL DETAIL
NOT TO SCALE




CONCRETE STAIRS DETAIL
NOT TO SCALE

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

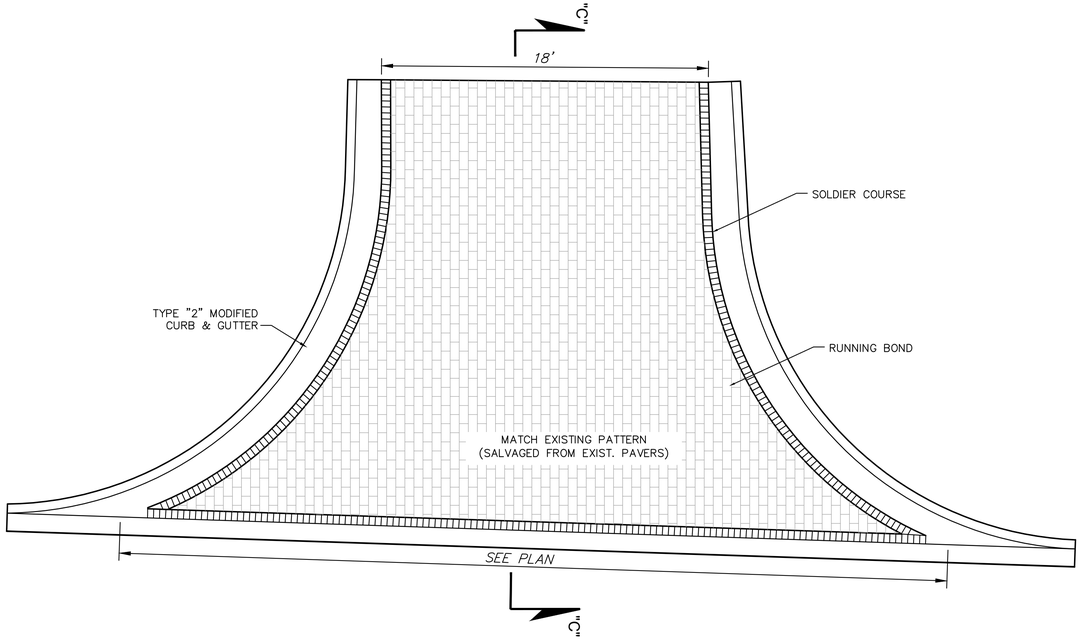
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL–SCHAFFER
Solutions you can build upon

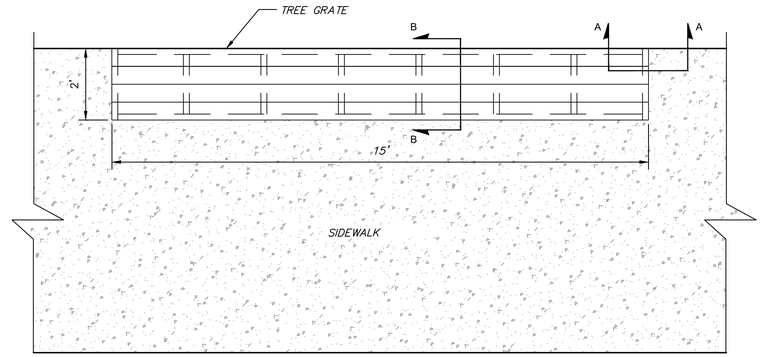
HANDRAIL & STAIRS DETAILS

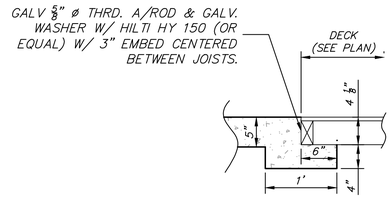
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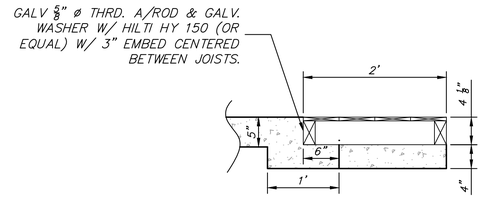



BRICK PAVER DRIVEWAY
NOT TO SCALE

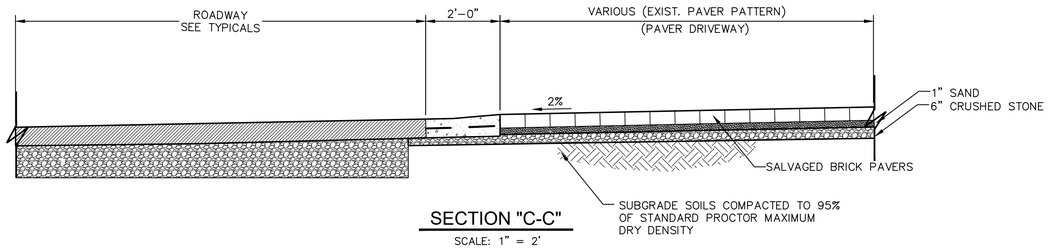


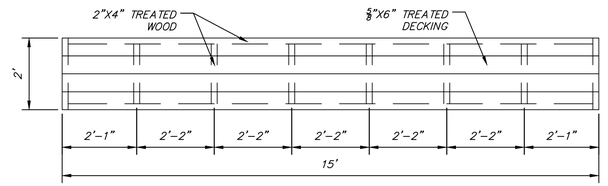

SECTION A-A DETAIL
NOT TO SCALE




SECTION B-B DETAIL
NOT TO SCALE




SECTION "C-C"
SCALE: 1" = 2'




TYPICAL TREE GRATE DETAIL
*NOT TO SCALE*

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| DRWN: PAN | DATE: 12/2022 |
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

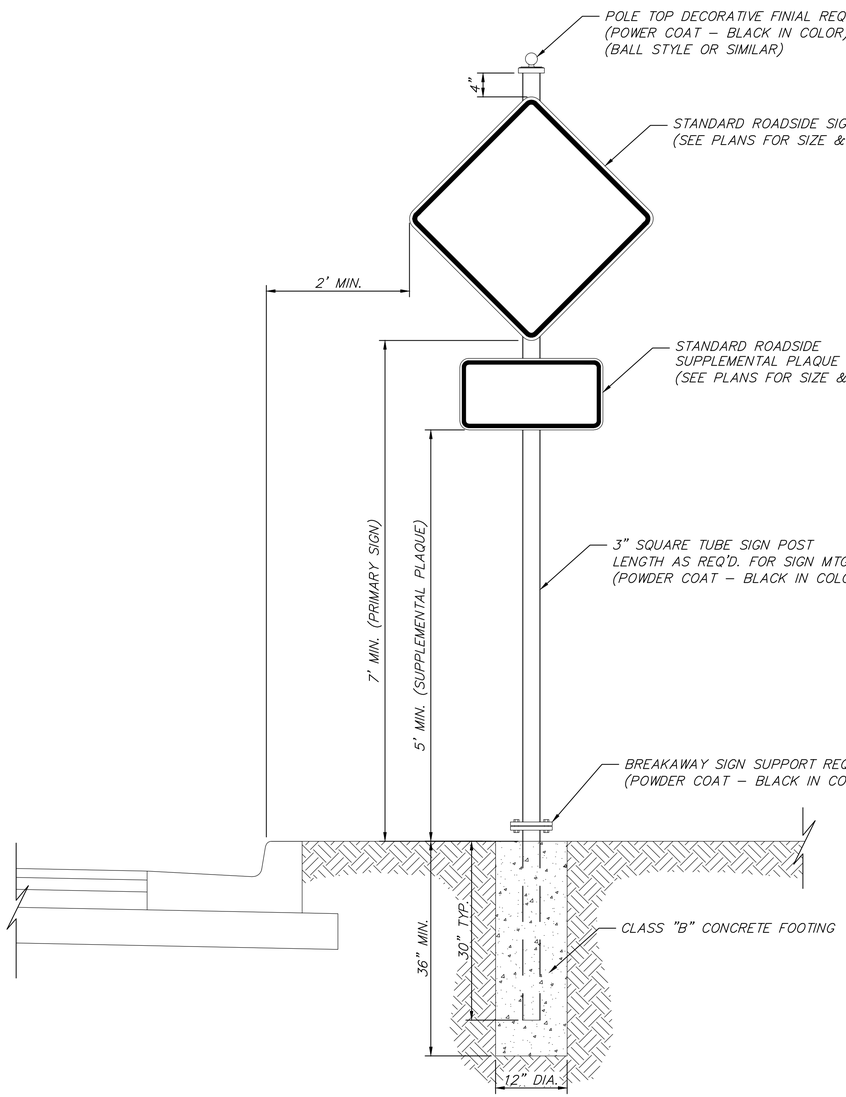
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
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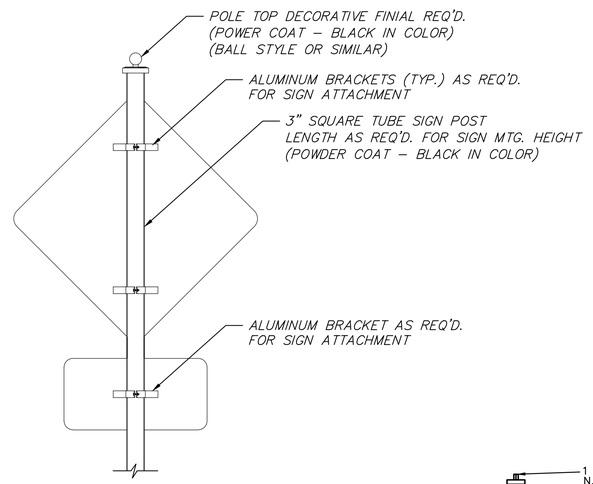
BRICK PAVER DRIVEWAY
& TREE GRATE DETAILS

| WORKING NUMBER: | DRAWING NUMBER: |
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| DET-5 | 42 |

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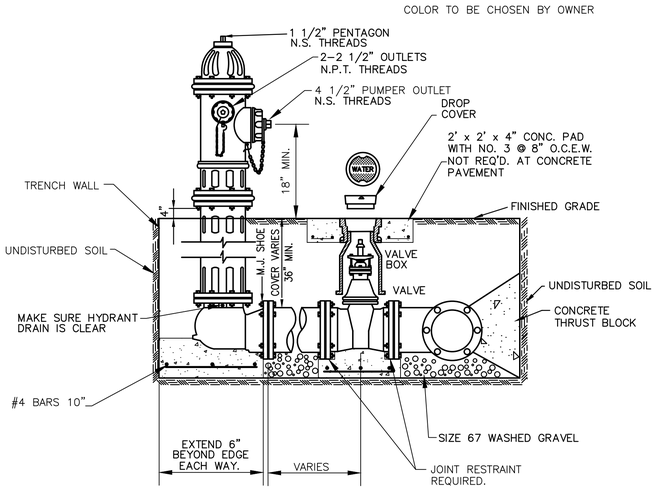

## TYPICAL DECORATIVE SIGN POST DETAIL
NOT TO SCALE



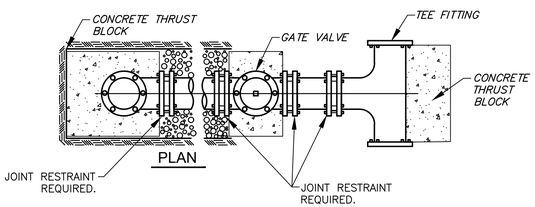

## TYPICAL BACK VIEW OF SIGN
NOT TO SCALE

## NOTES:

1. SIGN POST ASSEMBLIES SHALL BE PAID FOR UNDER PAY ITEMS 907–630–PP, DECORATIVE SIGN POST, PER EACH ASSEMBLY INSTALLED AND ACCEPTED. PAYMENT SHALL INCLUDE 3" SQUARE POST, BREAKAWAY SIGN SUPPORTS, 30" STUB POST FOR FOOTING, DECORATIVE BALL TYPE POLE TOP FINIALS, SIGN BRACKETS, AND ALL INCIDENTAL ITEMS FOR A COMPLETE SIGN POST ASSEMBLY.
2. SIGN POST ASSEMBLY COMPONENTS SHALL BE SUPPLIED FROM A SINGLE SUPPLIER TO PROVIDE A UNIFORM DECORATIVE APPEARANCE, AS MANUFACTURED BY SIGNATURE STREETSCAPES, OR EQUAL.
3. CONCRETE FOOTINGS SHALL BE INCLUDED IN THE COST.

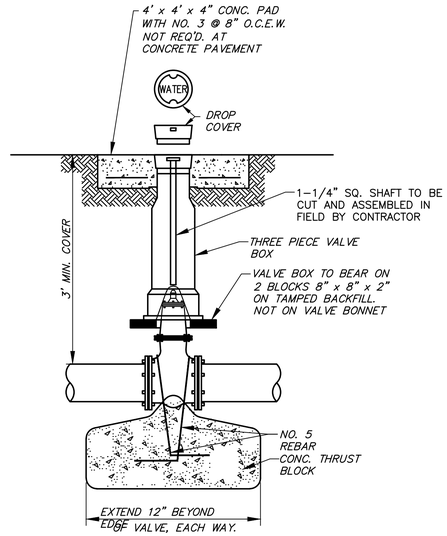



## ELEVATION
NOT TO SCALE




## PLAN

## TYPICAL FIRE HYDRANT ASSEMBLY INSTALLATION
NOTE: GATE VALVES WILL BE REQUIRED ON ALL FIRE HYDRANT LEGS.
NOT TO SCALE




## BURIED GATE VALVE ASSEMBLY
NOT TO SCALE

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

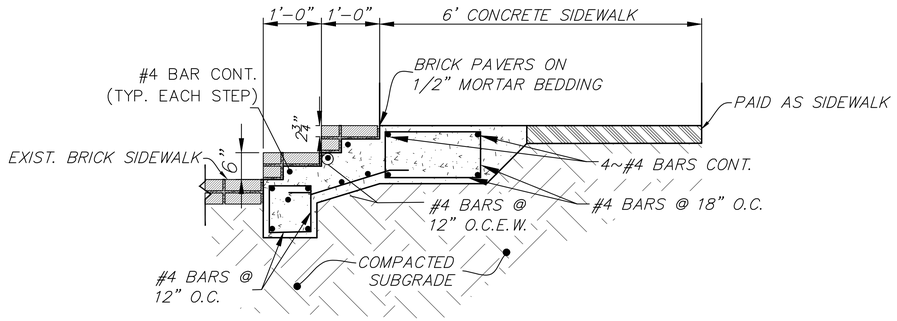
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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DECORATIVE SIGNS & FIRE HYDRANT ASSEMBLY DETAILS

| WORKING NUMBER: | DRAWING NUMBER: |
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| DET-6 | 43 |

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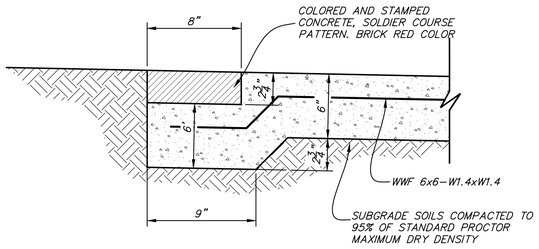



## BRICK STEPS, DETAIL

NOT TO SCALE

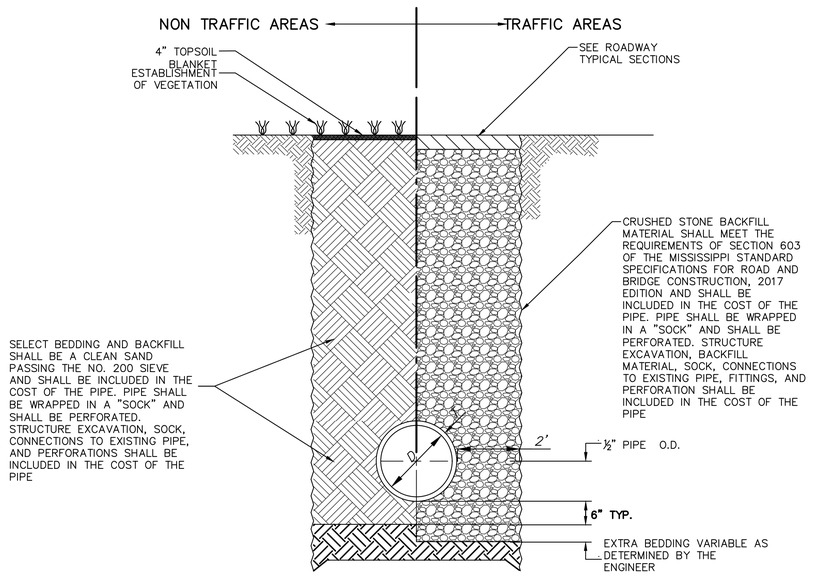
NOTES:

1. ITEMS SHOWN ON THIS DETAIL WILL NOT BE MEASURED FOR SEPARATE PAYMENT AND SHALL BE INCLUDED IN THE PRICE BID FOR BRICK STEPS, PER PLANS. AND SHALL INCLUDE BRICK, MORTAR, CONCRETE, AND REINFORCING STEEL.
2. CONCRETE SHALL BE CLASS B AND MEET THE REQUIREMENTS OF SECTION 804 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.
3. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 602 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.
4. BRICK PATTERN AND COLOR SHALL MATCH EXIST. BRICK SIDEWALK. BRICK COLOR AND PATTERN SHALL BE REVIEWED BY THE PROJECT ENGINEER BEFORE PLACEMENT.




## DRIVEWAY WITH STAMPED AND COLORED CONCRETE BRICK ACCENT

*NOT TO SCALE*




## TYPICAL TRENCH DETAILS FOR DRAINAGE PIPE

NOT TO SCALE

**NOTICE TO DRAWING HOLDER**

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

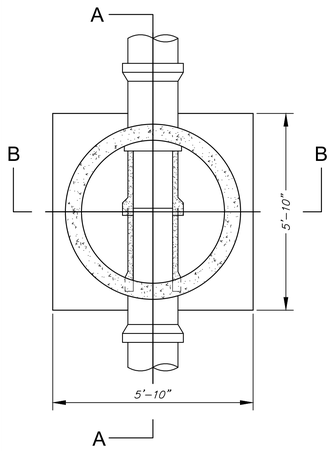
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
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BRICK STEP, DRIVEWAY WITH STAMPED & COLORED CONCRETE BRICK ACCENT, & TRENCH DETAILS

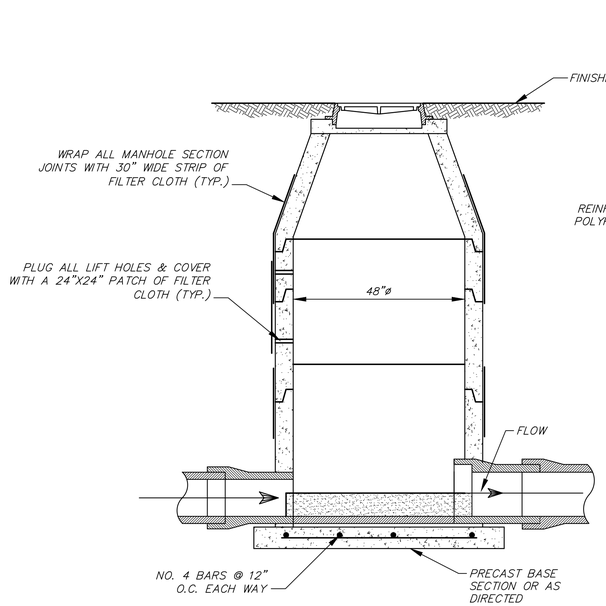
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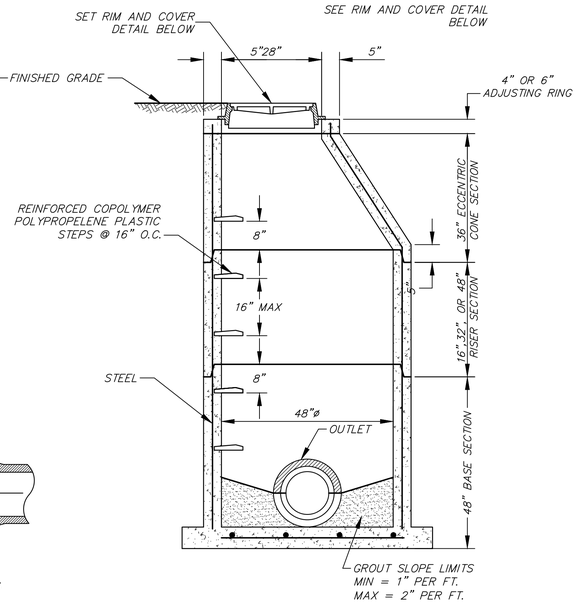



PARTIAL PLAN

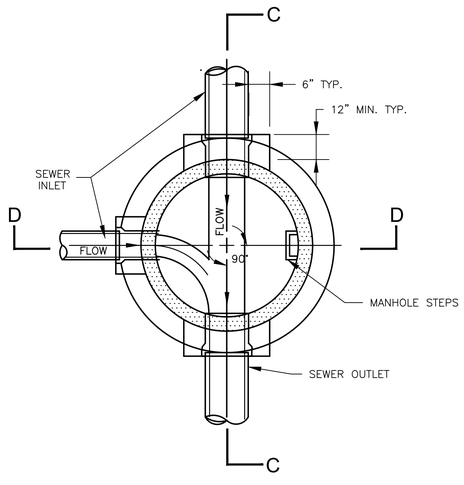
NOTE: PRECAST CONE, RISER AND BASE UNIT MUST COMPLY WITH ASTM SPEC. "C"




SECTION A-A

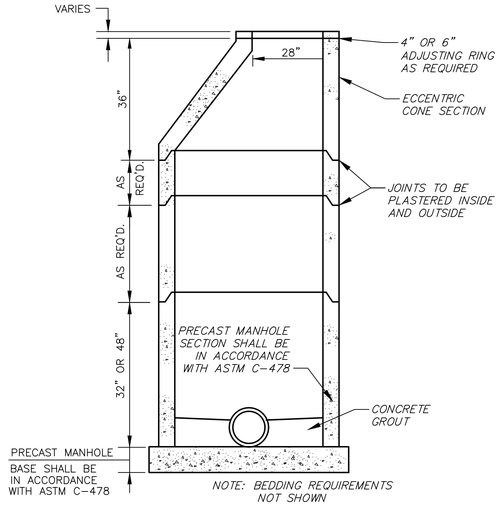



SECTION B-B

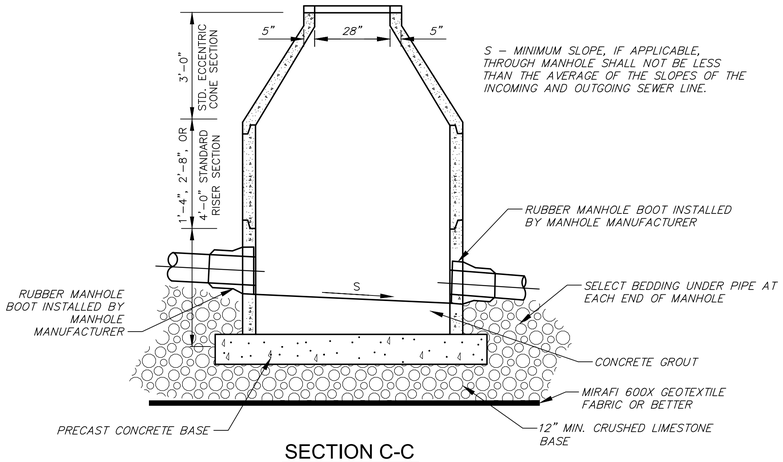



PARTIAL PLAN

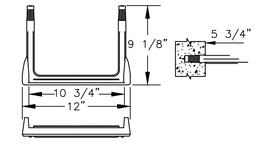
NOTE: PRECAST CONE, RISER AND BASE UNIT MUST COMPLY WITH ASTM SPEC. "C"




SECTION D-D
N.T.S.




SECTION C-C
N.T.S.




MANHOLE STEP DETAIL
N.T.S.

TYPICAL MANHOLE DETAIL

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

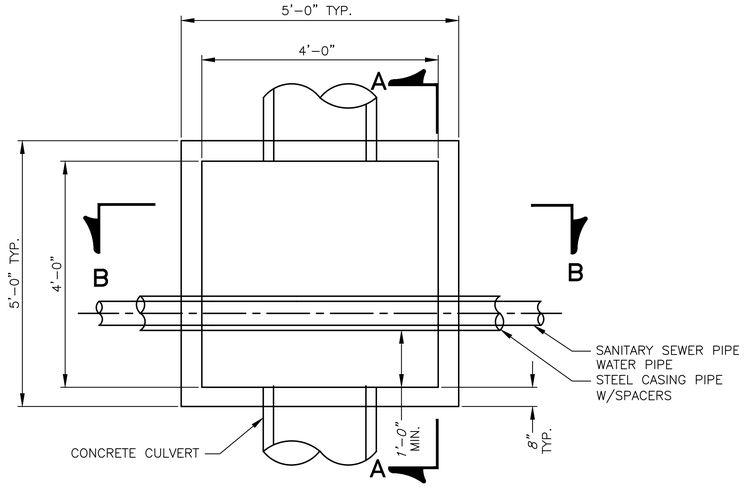
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
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TYPICAL MANHOLE DETAILS

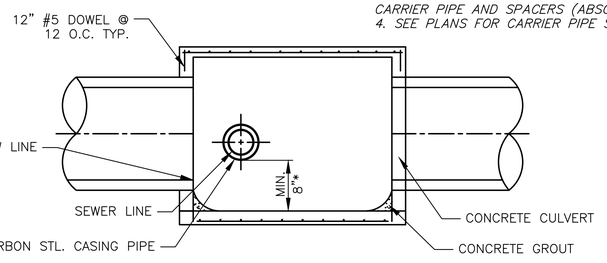
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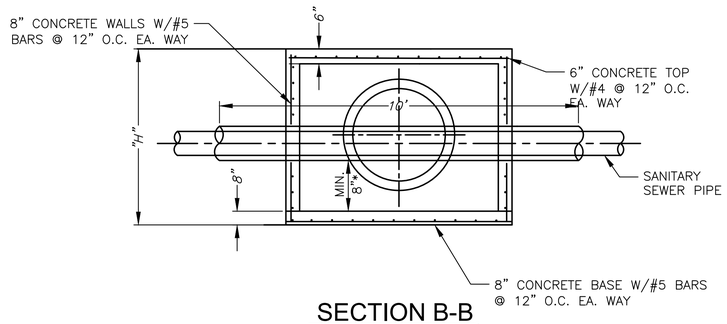

## PLAN VIEW
NTS

CONFLICT BOX NOTES:
1. CONCRETE SHALL BE CLASS "B" CONCRETE AND MEET THE REQUIREMENTS OF SECTION 804. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 602.
2. ALL EXPOSED EDGES SHALL BE CHAMFERED 3/4"
3. STEEL CASING PIPE SHALL BE LARGE ENOUGH FOR CARRIER PIPE AND SPACERS (ABSORBED IN OTHER ITEMS).
4. SEE PLANS FOR CARRIER PIPE SIZES.



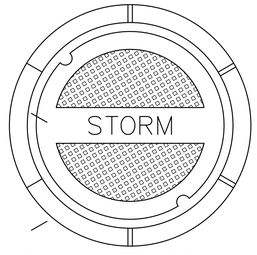

## SECTION A-A
NTS

*UNLESS OTHER INFORMATION IS GIVEN

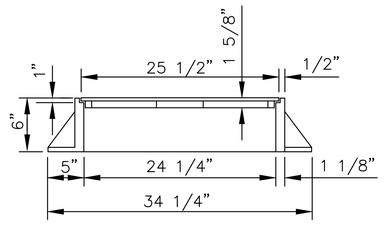



## SECTION B-B
NTS

## CONFLICT BOX
NTS



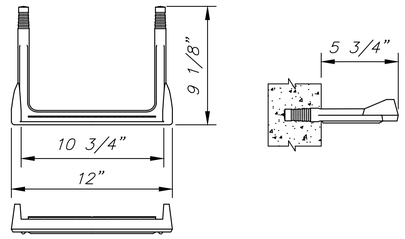

TOP PLAN OF COVER



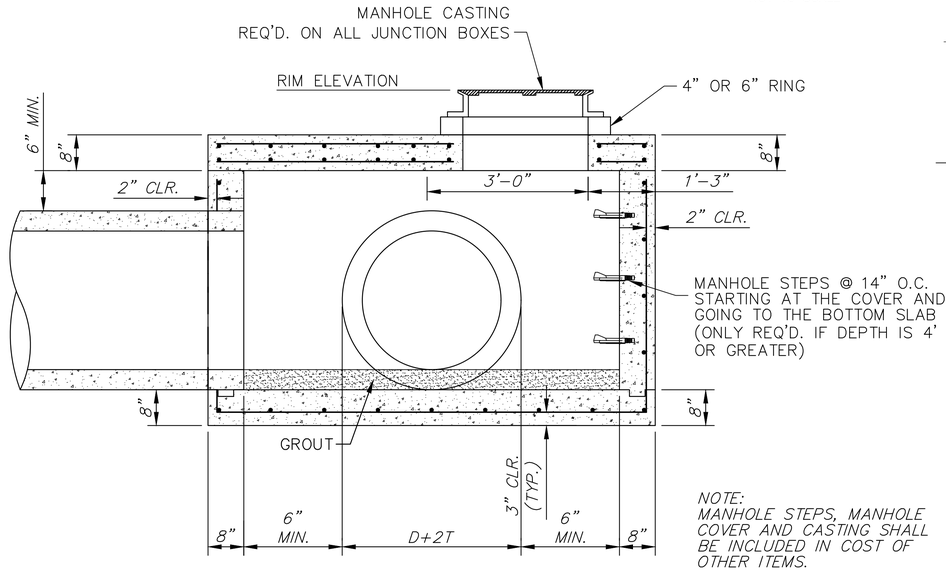

SECTION

C.L. DEWS MODEL DF-24
FRAME & COVER WEIGHT 400 LBS.

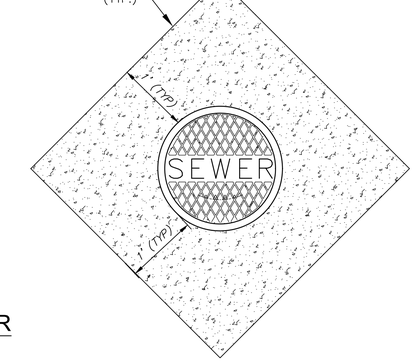
## STANDARD DRAINAGE MANHOLE FRAME & COVER
NOT TO SCALE




## MANHOLE STEP DETAIL
NOT TO SCALE

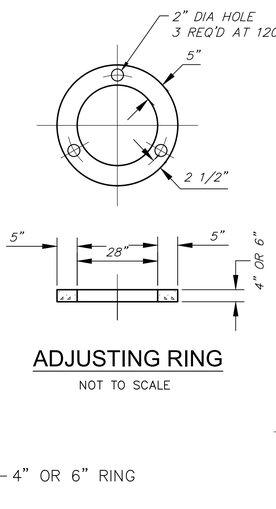



## JUNCTION BOX - SECTION
NOT TO SCALE




NOTE:
VULCAN V-1115 OR EQUAL RIM AND COVER WITH LETTERING AS SPECIFIED TO BE CAST ON LID

## STANDARD SEWER MANHOLE COVER
NOT TO SCALE



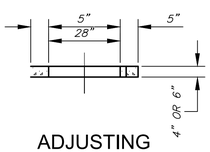

## ADJUSTING RING
NOT TO SCALE



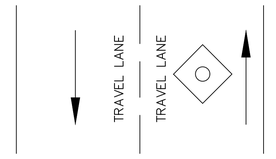







## ADJUSTING RING
N.T.S.




## CONCRETE PAD FOR MANHOLES AND VALVES
N.T.S.

NOTE:
1. CONCRETE PAD TO BE 12" THICK.
2. #5 REBAR TO BE PLACED 3" FROM TOP OF CONCRETE PAD.
3. CONCRETE TO BE PLACED IN A DIAMOND SHAPE ALONG TRAVEL LANE. (SEE ABOVE)
4. PADS TO BE INSTALLED AFTER NEW ASPHALT IS IN PLACE. PAD AND LID TO MATCH NEW ASPHALT CROSS-SLOPE.

NOTE:
MANHOLE STEPS, MANHOLE COVER AND CASTING SHALL BE INCLUDED IN COST OF OTHER ITEMS.

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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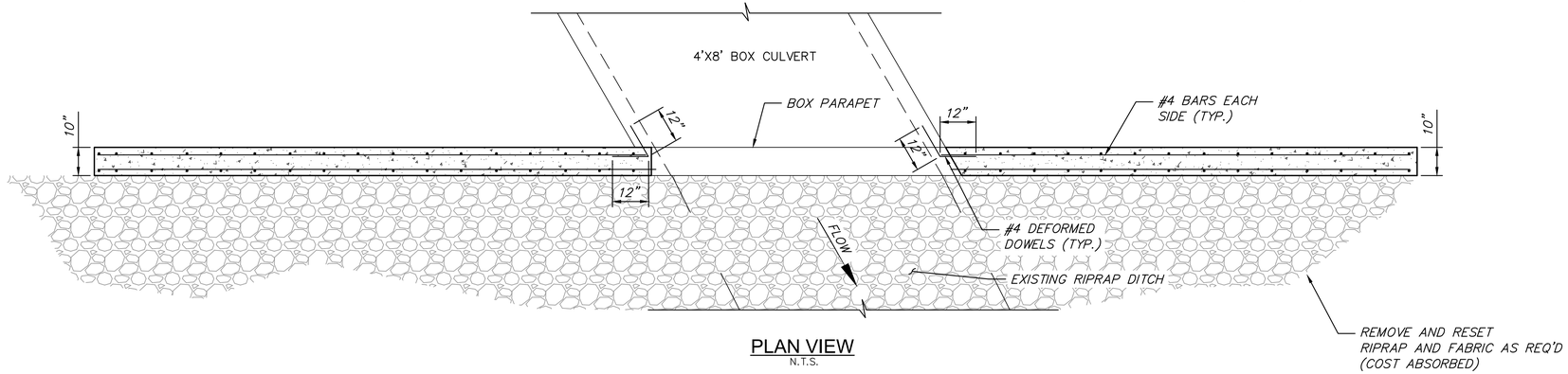
TYPICAL
MAN HOLE DETAILS

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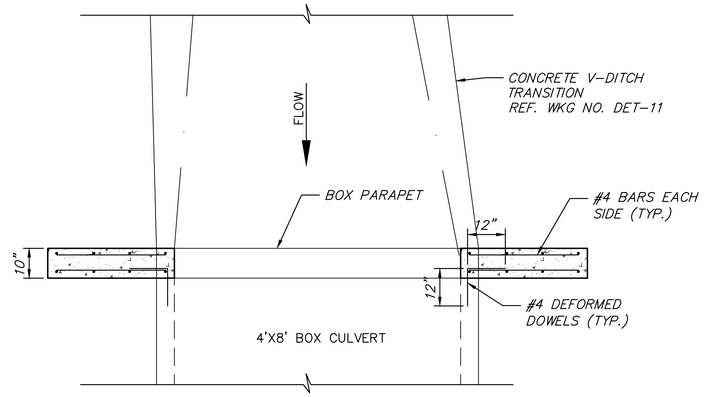
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NOTES:

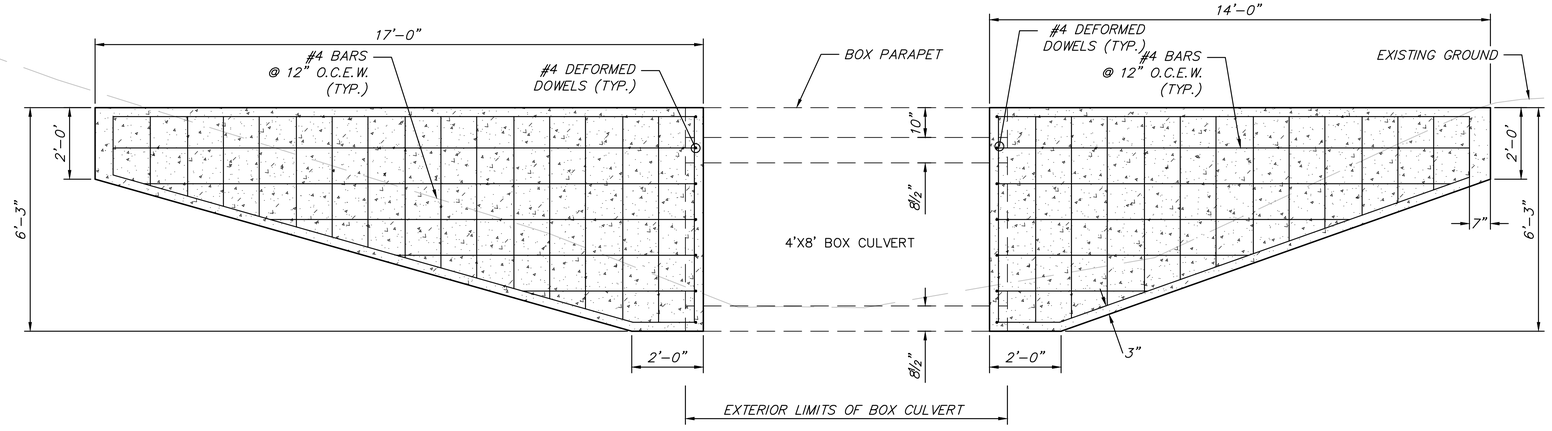
1. CONCRETE SHALL BE CLASS B AND MEET THE REQUIREMENTS OF SECTION 804 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.
2. REINFORCING STEEL SHALL MEET THE REQUIREMENTS OF SECTION 602 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2017 EDITION.
3. SHALL BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE (601-A) AND REINFORCING STEEL (602-A).




PLAN VIEW
N.T.S.



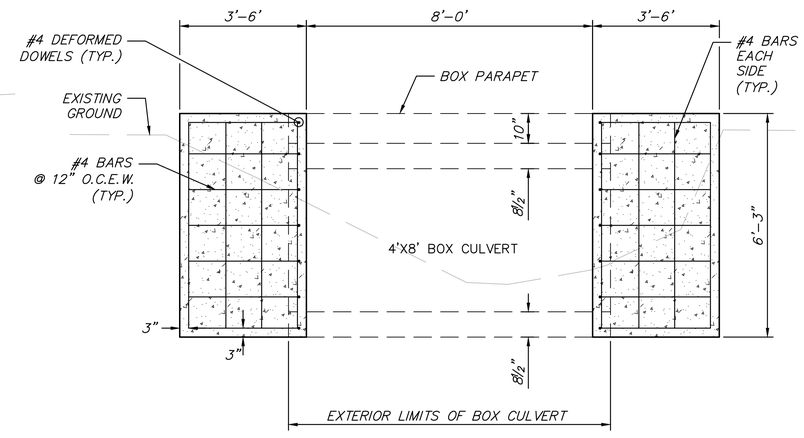

PLAN VIEW
N.T.S.




ELEVATION
N.T.S.

## HEADWALL DETAILS - RT.

STA. 21+78.80




ELEVATION
N.T.S.

## HEADWALL DETAILS - LT.

STA. 20+87.40

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| SURVEYED BY: | |
| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

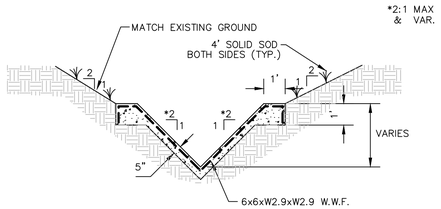
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

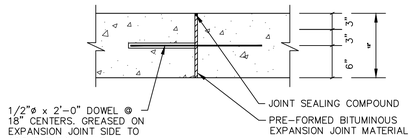
HEADWALL DETAILS

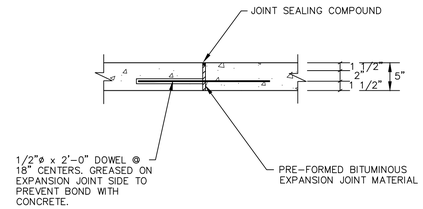
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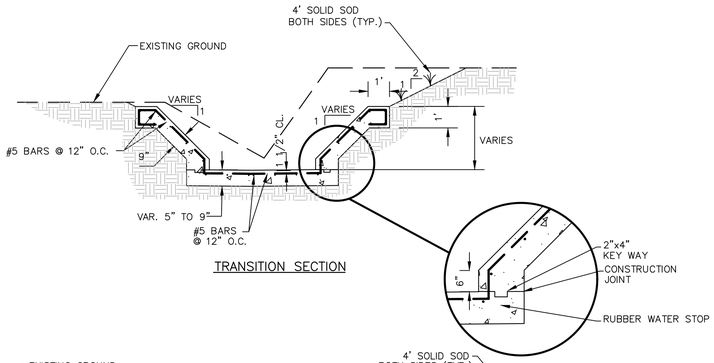
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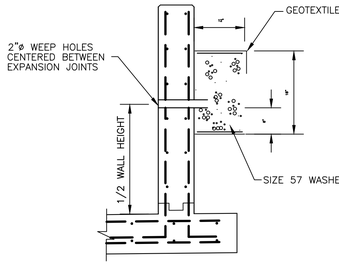

V–DITCH SECTION

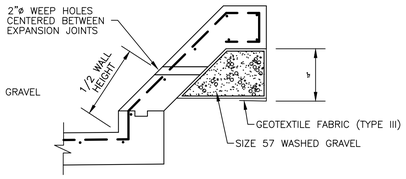


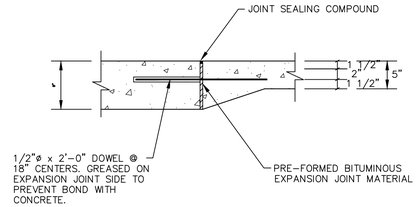



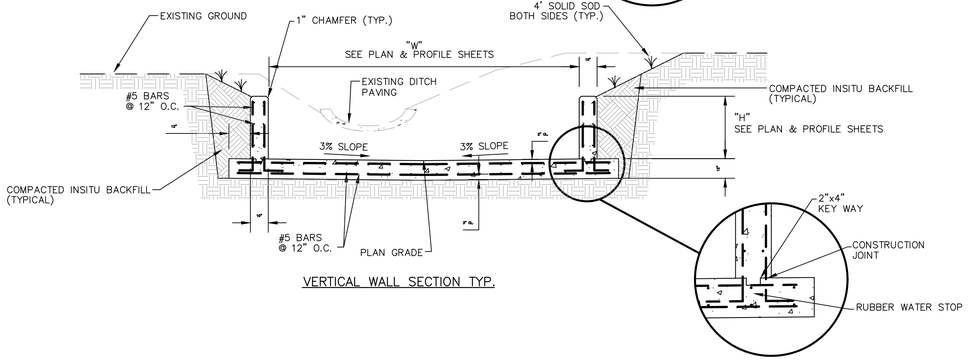




TRANSITION SECTION

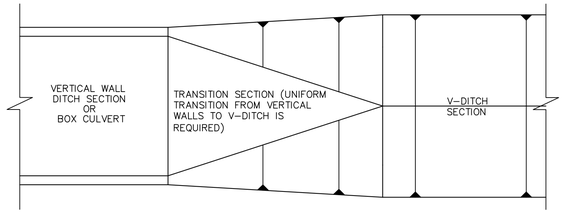


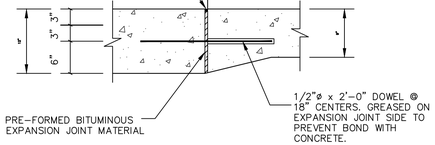



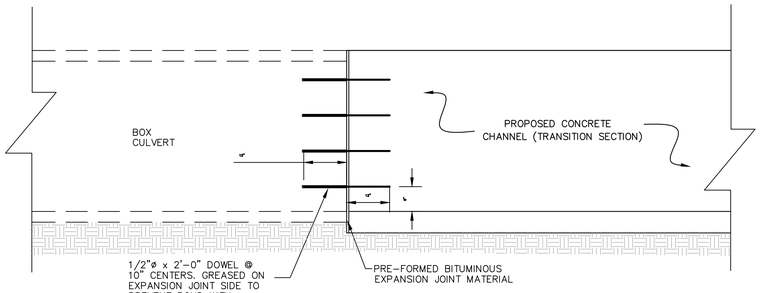



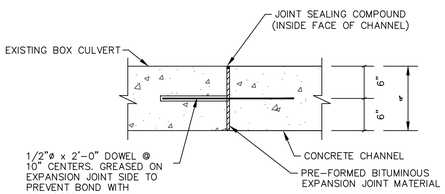

VERTICAL WALL SECTION TYP.



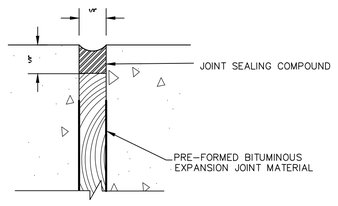




PROFILE VIEW




PLAN VIEW – WALL SECTION




NOTE:S

1. EXPANSION JOINTS REQ'D EVERY 40', CONTROL JOINTS REQ'D EVERY 10'

2. WEEP HOLES REQ'D EVERY 20'

3. CONCRETE PAVED DITCH SHALL RECEIVE A STIFF BROOM FINISH PERPENDICULAR TO THE FLOW OF WATER.

4. CONTRACTOR SHALL INSTALL 4' OF SOD ADJACENT TO THE TOP OF CONCRETE PAVED DITCH (BOTH SIDES). ALL OTHER DISTURBED AREAS SHALL RECEIVE HYDROSEEDING.

5. SUBGRADE FOR CONCRETE PAVED DITCH TO BE COMPACTED TO 92% (MIN.) OF STANDARD PROCTOR MAXIMUM DRY DENSITY.

6. PAID FOR AS CLASS "C" CONCRETE (601–A) AND REINFORCING STEEL (602–A)

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

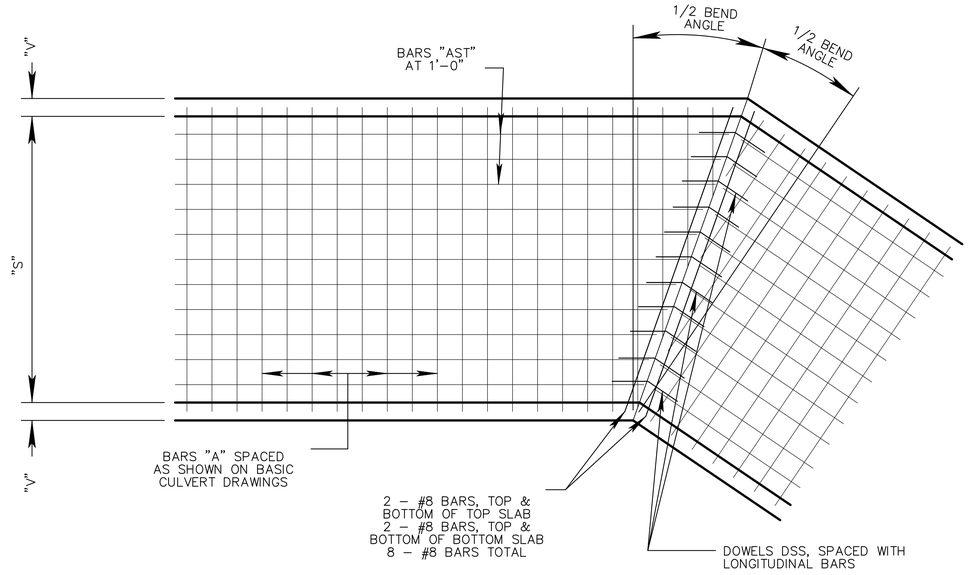
CITY OF HATTIESBURG - FORREST COUNTY
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PAVED DITCH
TRANSITION DETAILS

| WORKING NUMBER: | DRAWING NUMBER: |
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| DET-11 | 48 |

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## PLAN OF BARREL

SHOWING CONCRETE DIMENSIONS AND REINFORCING IN TOP SLAB. (BOTTOM SLAB IS SIMILAR)

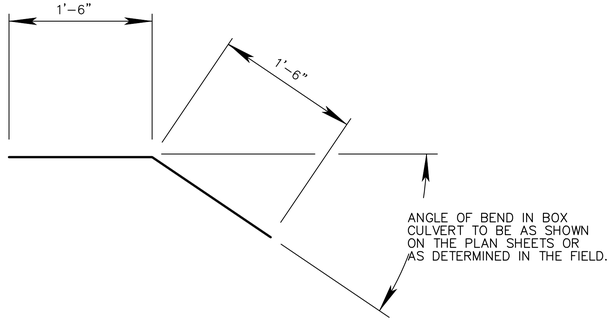
| SHEET NO. | STATION | SIZE | ANGLE OF BEND | * NO. OF DOWELS DSS-#4 | NO. & LENGTH OF #8 BARS | EST. REINF. STEEL (LBS) |
|---|---|---|---|---|---|---|
| WK-3 | 20+88 | 8x4 | 30° | 36 | 18 @ 5'-6" | 172 |
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* SINGLE CELL

NO. OF DOWELS DSS = NO. OF BARS AST + BARS ASB + BARS BS

* DOUBLE CELL

NO. OF DOWELS DSS = NO. OF BARS AST + BARS ASB + BARS BS + BARS ES




## DETAIL OF DOWELS DSS - #4

## GENERAL NOTES

1. THIS DRAWING IS SUPPLEMENTARY TO THE BASIC CULVERT DRAWINGS OF THE M.D.O.T. STANDARD DRAWING SERIES IBS AND IBD.
2. THE ANGLE OF BEND IN THE BOX CULVERT SHALL BE CHECKED IN THE FIELD BEFORE ORDERING REINFORCING STEEL
3. THIS DRAWING IS FOR A SINGLE CELL CULVERT. DOUBLE CELL STRUCTURES ARE SIMILAR.
4. SHALL BE PAID FOR AS CLASS "B" STRUCTURAL CONCRETE (601-A) AND REINFORCING STEEL (602-A).
5. 12" OF 57 WASHED GRAVEL REQ'D FOR BEDDING OF BOX (COST ABSORBED)
6. REFER TO GENERAL NOTE 6 ON WORKING NO. GN-1.
7. REFER TO BOX CULVERT STANDARDS FOR ADDITIONAL REQUIREMENTS.

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| | | | | DRWN: PAN | DATE: 12/2022 |
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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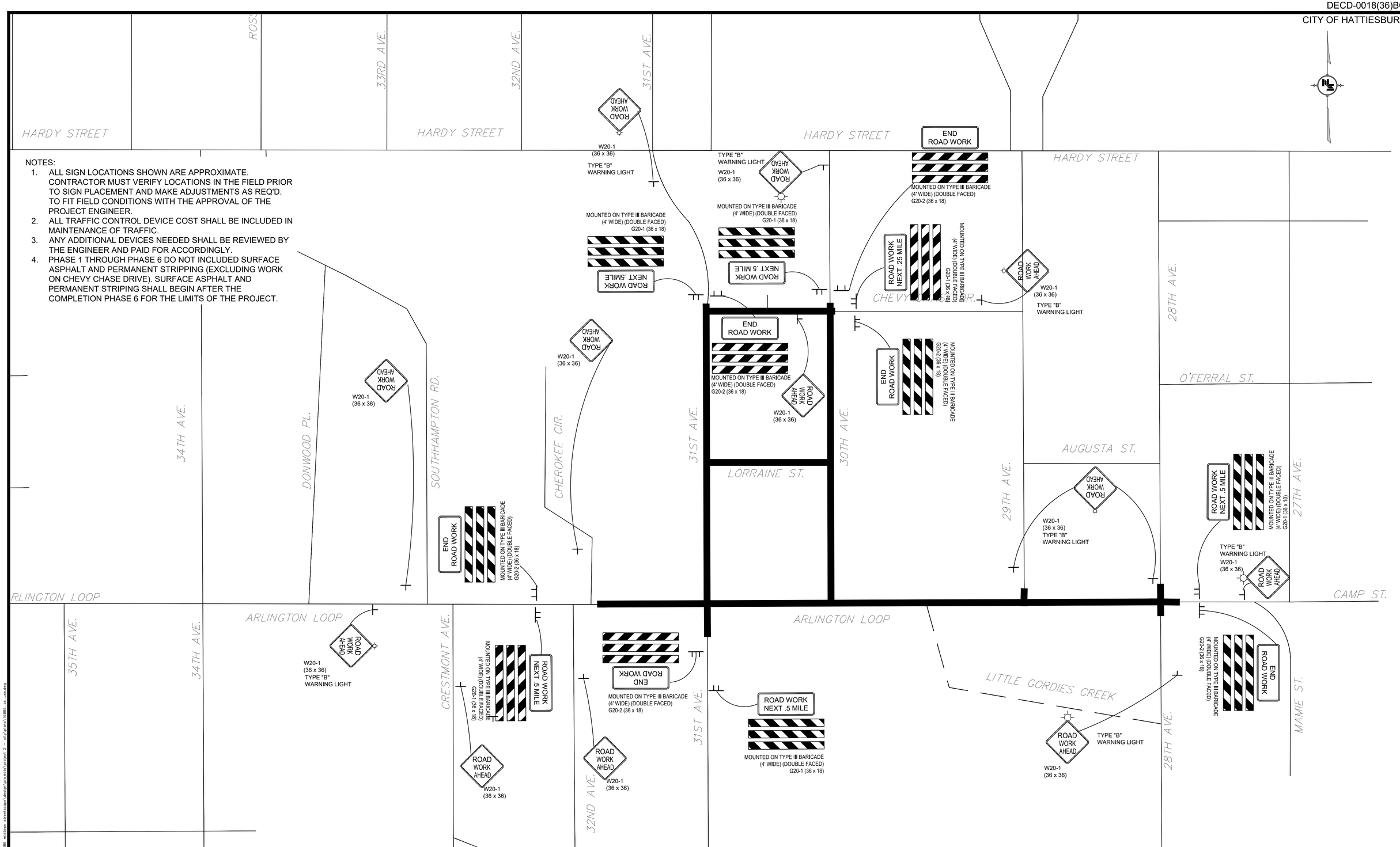
BOX CULVERT BENDING DETAIL

| WORKING NUMBER: | DRAWING NUMBER: |
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| DET-12 | 49 |

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NOTES:

1. ALL SIGN LOCATIONS SHOWN ARE APPROXIMATE. CONTRACTOR MUST VERIFY LOCATIONS IN THE FIELD PRIOR TO SIGN PLACEMENT AND MAKE ADJUSTMENTS AS REQ'D. TO FIT FIELD CONDITIONS WITH THE APPROVAL OF THE PROJECT ENGINEER.
2. ALL TRAFFIC CONTROL DEVICE COST SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC.
3. ANY ADDITIONAL DEVICES NEEDED SHALL BE REVIEWED BY THE ENGINEER AND PAID FOR ACCORDINGLY.
4. PHASE 1 THROUGH PHASE 6 DO NOT INCLUDED SURFACE ASPHALT AND PERMANENT STRIPPING (EXCLUDING WORK ON CHEVY CHASE DRIVE). SURFACE ASPHALT AND PERMANENT STRIPING SHALL BEGIN AFTER THE COMPLETION PHASE 6 FOR THE LIMITS OF THE PROJECT.




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MIDTOWN STREETSCAPE PROJECT
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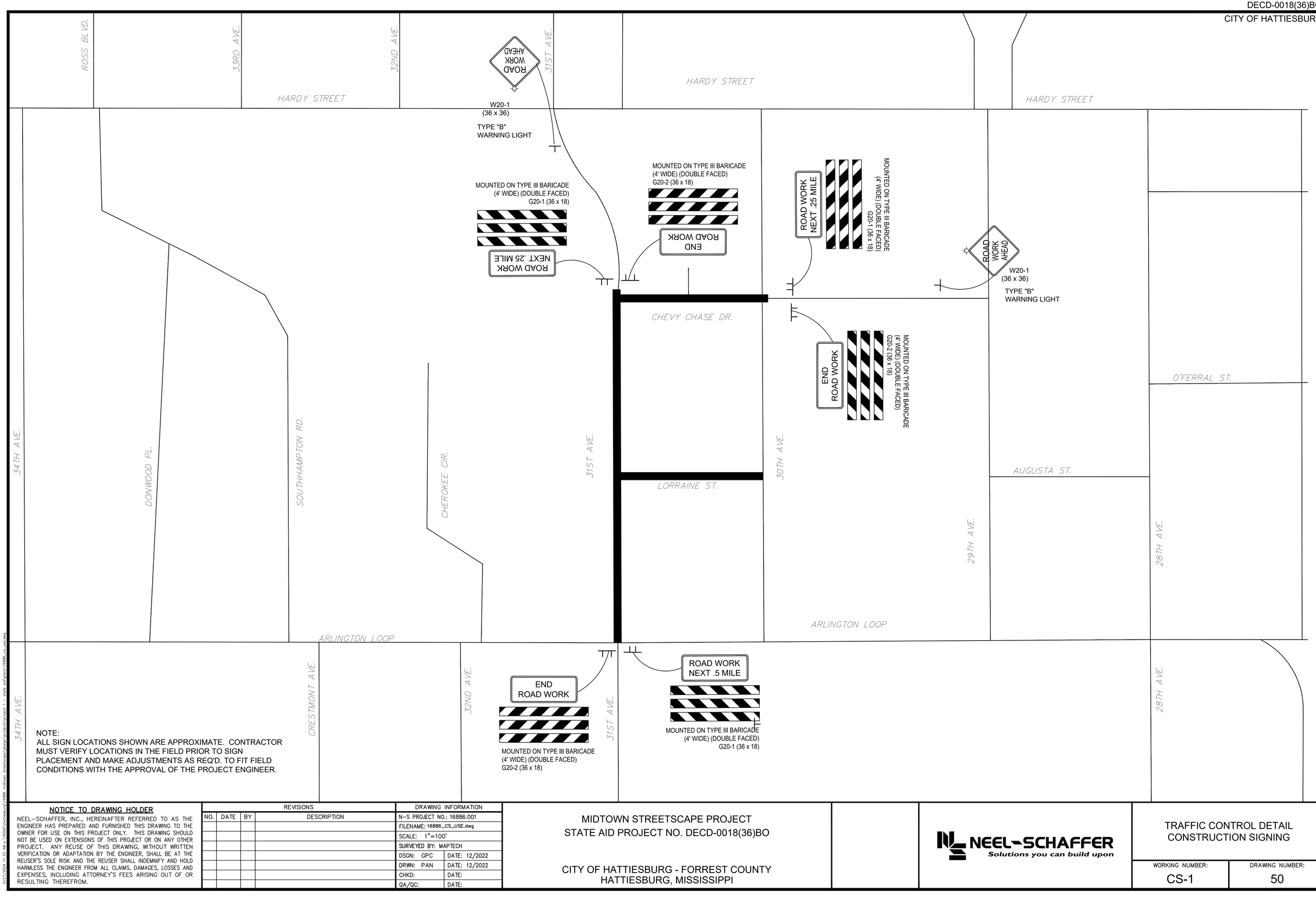
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HATTIESBURG, MISSISSIPPI

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TRAFFIC CONTROL DETAIL
CONSTRUCTION SIGNING

| WORKING NUMBER: | DRAWING NUMBER: |
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| CS-1 | 50 |

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NOTE:
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| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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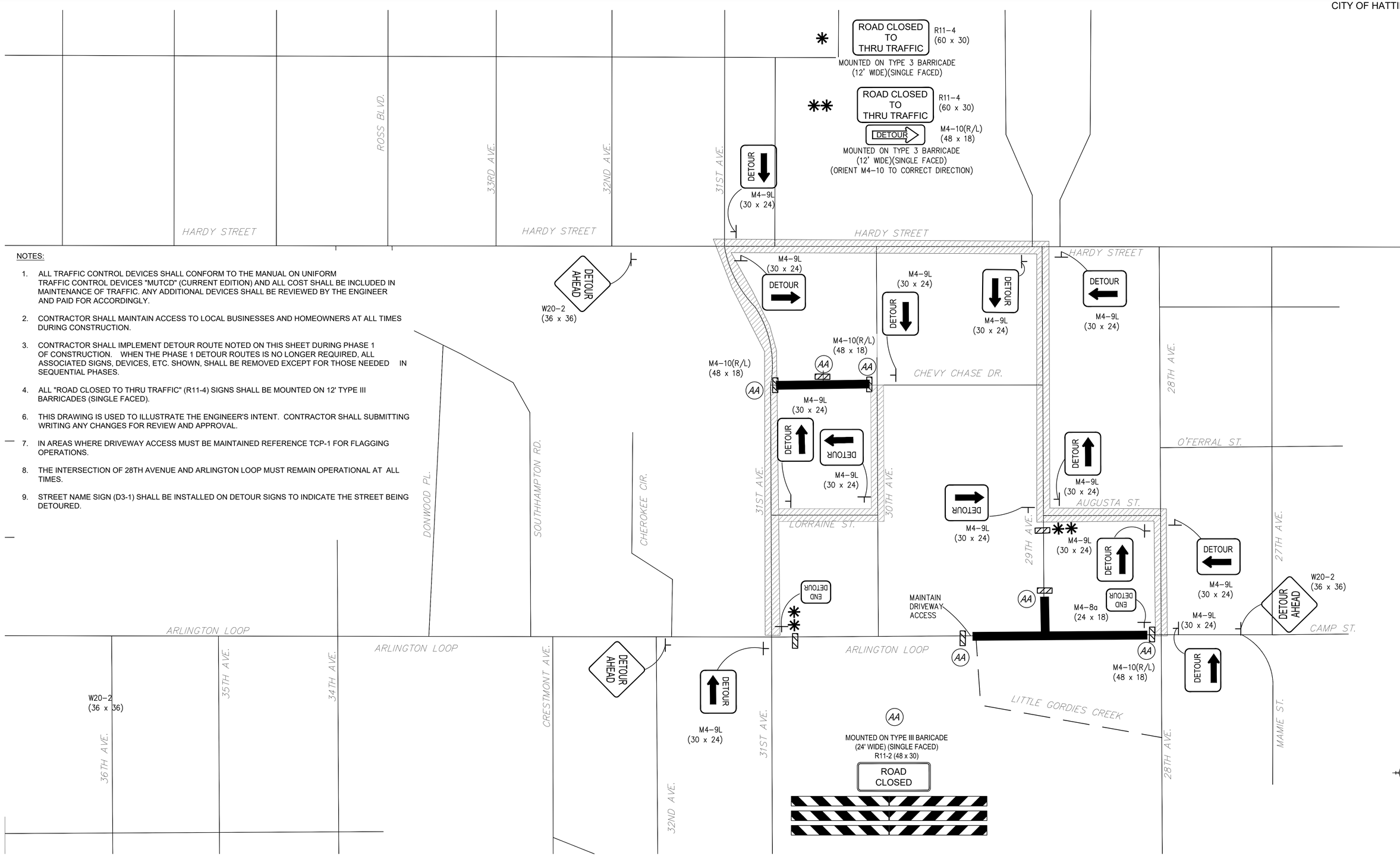
TRAFFIC CONTROL DETAIL
CONSTRUCTION SIGNING

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| CS-1 | 50 |

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NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES "MUTCD" (CURRENT EDITION) AND ALL COST SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC. ANY ADDITIONAL DEVICES SHALL BE REVIEWED BY THE ENGINEER AND PAID FOR ACCORDINGLY.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. CONTRACTOR SHALL IMPLEMENT DETOUR ROUTE NOTED ON THIS SHEET DURING PHASE 1 OF CONSTRUCTION. WHEN THE PHASE 1 DETOUR ROUTES IS NO LONGER REQUIRED, ALL ASSOCIATED SIGNS, DEVICES, ETC. SHOWN, SHALL BE REMOVED EXCEPT FOR THOSE NEEDED IN SEQUENTIAL PHASES.
4. ALL "ROAD CLOSED TO THRU TRAFFIC" (R11-4) SIGNS SHALL BE MOUNTED ON 12' TYPE III BARRICADES (SINGLE FACED).
6. THIS DRAWING IS USED TO ILLUSTRATE THE ENGINEER'S INTENT. CONTRACTOR SHALL SUBMITTING WRITING ANY CHANGES FOR REVIEW AND APPROVAL.
7. IN AREAS WHERE DRIVEWAY ACCESS MUST BE MAINTAINED REFERENCE TCP-1 FOR FLAGGING OPERATIONS.
8. THE INTERSECTION OF 28TH AVENUE AND ARLINGTON LOOP MUST REMAIN OPERATIONAL AT ALL TIMES.
9. STREET NAME SIGN (D3-1) SHALL BE INSTALLED ON DETOUR SIGNS TO INDICATE THE STREET BEING DETOURED.




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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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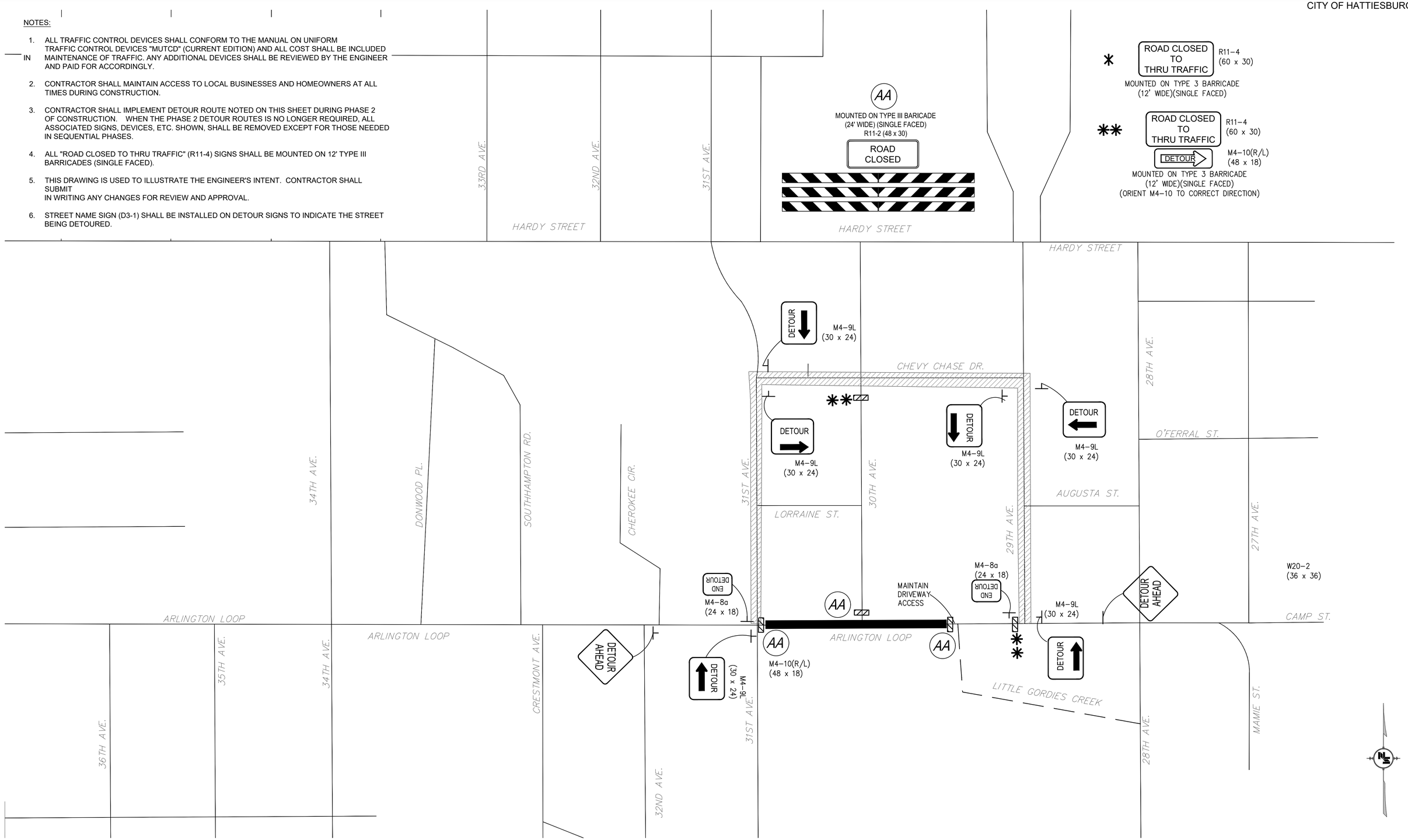
CONSTRUCTION SIGNING DETAIL
DETOUR ROUTE - PHASE 1
ARLINGTON LOOP BUILD-OUT
STA. 20+25 TO E.O.P
CHEVY CHASE DRIVE BUILD-OUT

| WORKING NUMBER: | DRAWING NUMBER: |
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| CS-2 | 51 |

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NOTES:

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3. CONTRACTOR SHALL IMPLEMENT DETOUR ROUTE NOTED ON THIS SHEET DURING PHASE 2 OF CONSTRUCTION. WHEN THE PHASE 2 DETOUR ROUTES IS NO LONGER REQUIRED, ALL ASSOCIATED SIGNS, DEVICES, ETC. SHOWN, SHALL BE REMOVED EXCEPT FOR THOSE NEEDED IN SEQUENTIAL PHASES.
4. ALL "ROAD CLOSED TO THRU TRAFFIC" (R11-4) SIGNS SHALL BE MOUNTED ON 12' TYPE III BARRICADES (SINGLE FACED).
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6. STREET NAME SIGN (D3-1) SHALL BE INSTALLED ON DETOUR SIGNS TO INDICATE THE STREET BEING DETOURED.




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| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

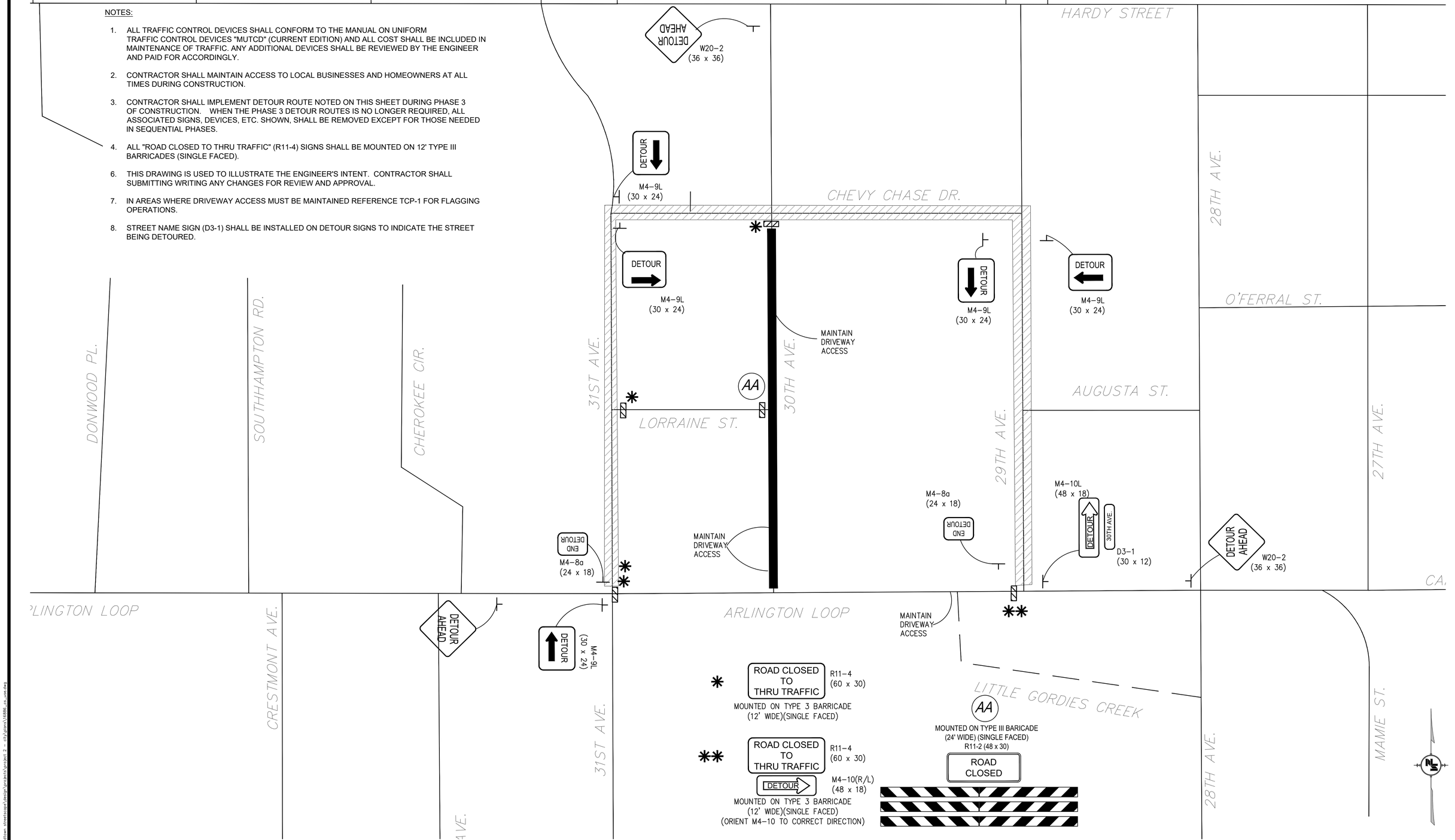
CONSTRUCTION SIGNING DETAIL
DETOUR ROUTE - PHASE 2
ARLINGTON LOOP DRAINAGE
STA. 14+50 TO STA. 20+25

| WORKING NUMBER: | DRAWING NUMBER: |
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| CS-3 | 52 |

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NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES "MUTCD" (CURRENT EDITION) AND ALL COST SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC. ANY ADDITIONAL DEVICES SHALL BE REVIEWED BY THE ENGINEER AND PAID FOR ACCORDINGLY.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. CONTRACTOR SHALL IMPLEMENT DETOUR ROUTE NOTED ON THIS SHEET DURING PHASE 3 OF CONSTRUCTION. WHEN THE PHASE 3 DETOUR ROUTES IS NO LONGER REQUIRED, ALL ASSOCIATED SIGNS, DEVICES, ETC. SHOWN, SHALL BE REMOVED EXCEPT FOR THOSE NEEDED IN SEQUENTIAL PHASES.
4. ALL "ROAD CLOSED TO THRU TRAFFIC" (R11-4) SIGNS SHALL BE MOUNTED ON 12' TYPE III BARRICADES (SINGLE FACED).
6. THIS DRAWING IS USED TO ILLUSTRATE THE ENGINEER'S INTENT. CONTRACTOR SHALL SUBMITTING WRITING ANY CHANGES FOR REVIEW AND APPROVAL.
7. IN AREAS WHERE DRIVEWAY ACCESS MUST BE MAINTAINED REFERENCE TCP-1 FOR FLAGGING OPERATIONS.
8. STREET NAME SIGN (D3-1) SHALL BE INSTALLED ON DETOUR SIGNS TO INDICATE THE STREET BEING DETOURED.




NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

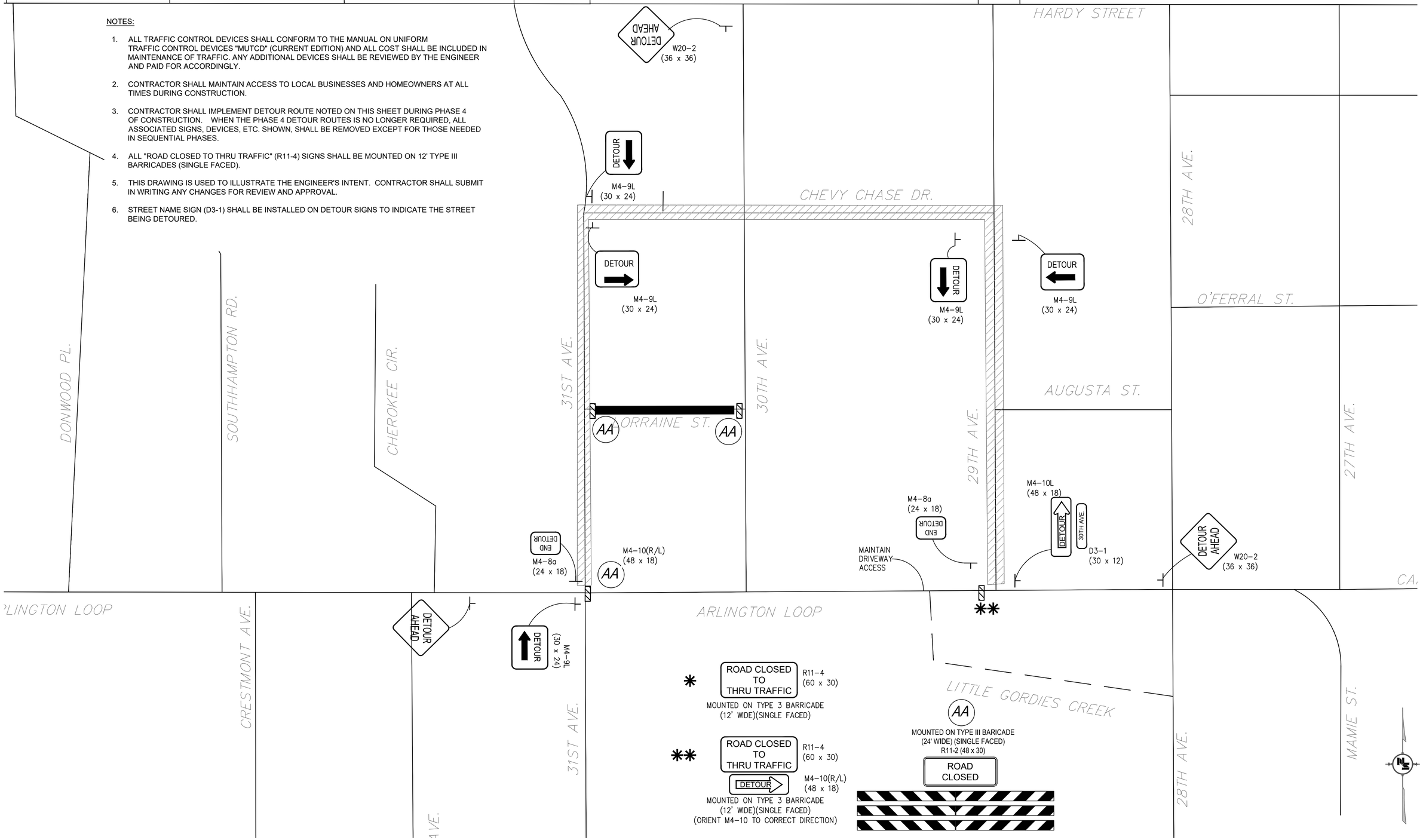
CONSTRUCTION SIGNING DETAIL
DETOUR ROUTE - PHASE 3
30TH AVENUE BUILD-OUT

| WORKING NUMBER: | DRAWING NUMBER: |
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| CS-4 | 53 |

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NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES "MUTCD" (CURRENT EDITION) AND ALL COST SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC. ANY ADDITIONAL DEVICES SHALL BE REVIEWED BY THE ENGINEER AND PAID FOR ACCORDINGLY.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. CONTRACTOR SHALL IMPLEMENT DETOUR ROUTE NOTED ON THIS SHEET DURING PHASE 4 OF CONSTRUCTION. WHEN THE PHASE 4 DETOUR ROUTES IS NO LONGER REQUIRED, ALL ASSOCIATED SIGNS, DEVICES, ETC. SHOWN, SHALL BE REMOVED EXCEPT FOR THOSE NEEDED IN SEQUENTIAL PHASES.
4. ALL "ROAD CLOSED TO THRU TRAFFIC" (R11-4) SIGNS SHALL BE MOUNTED ON 12' TYPE III BARRICADES (SINGLE FACED).
5. THIS DRAWING IS USED TO ILLUSTRATE THE ENGINEER'S INTENT. CONTRACTOR SHALL SUBMIT IN WRITING ANY CHANGES FOR REVIEW AND APPROVAL.
6. STREET NAME SIGN (D3-1) SHALL BE INSTALLED ON DETOUR SIGNS TO INDICATE THE STREET BEING DETOURED.




**NOTICE TO DRAWING HOLDER**

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

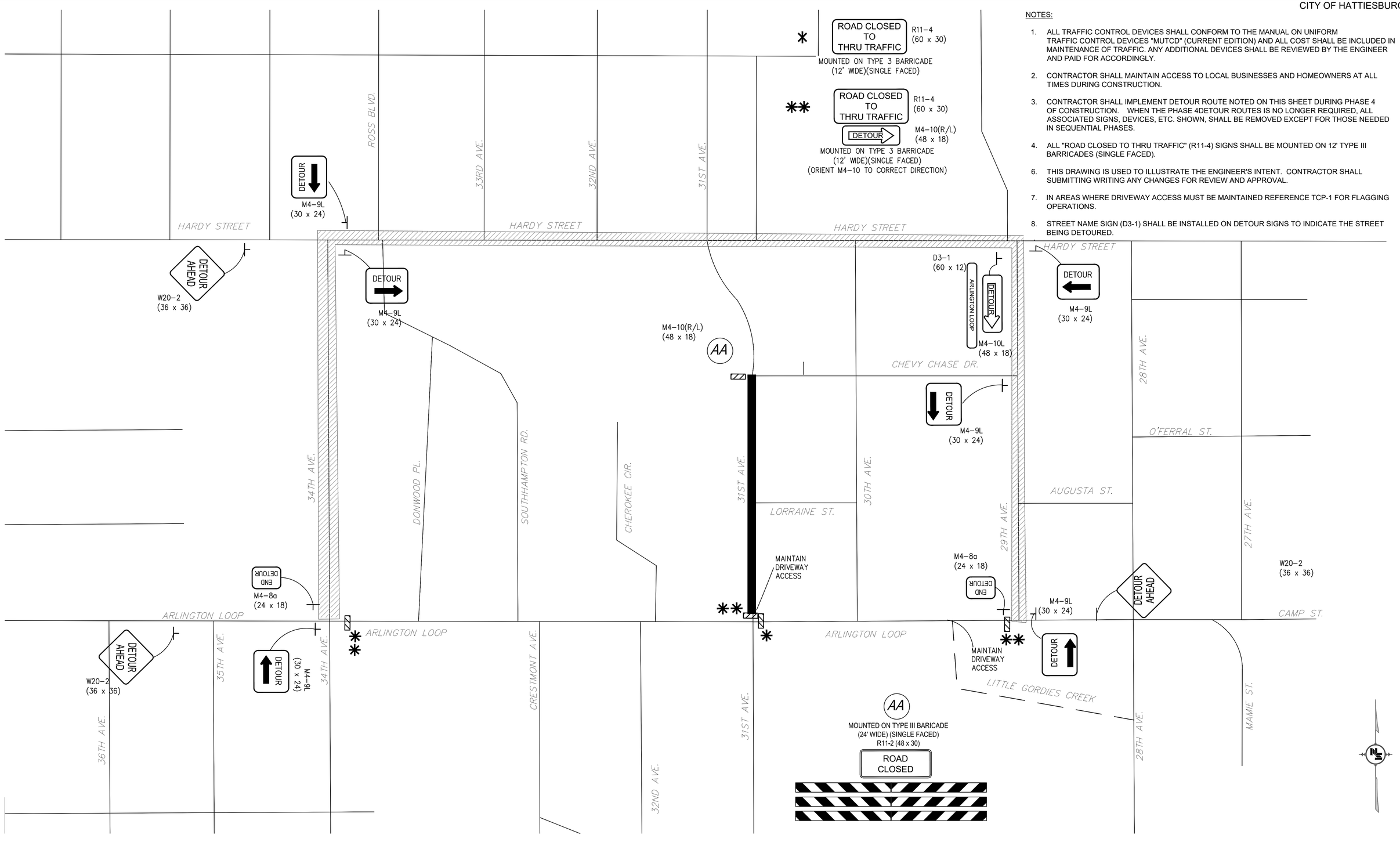
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

TRAFFIC CONTROL DETAIL
DETOUR ROUTE - PHASE 4
LORRAINE STREET BUILD-OUT

| WORKING NUMBER: | DRAWING NUMBER: |
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| CS-5 | 54 |

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NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES "MUTCD" (CURRENT EDITION) AND ALL COST SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC. ANY ADDITIONAL DEVICES SHALL BE REVIEWED BY THE ENGINEER AND PAID FOR ACCORDINGLY.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. CONTRACTOR SHALL IMPLEMENT DETOUR ROUTE NOTED ON THIS SHEET DURING PHASE 4 OF CONSTRUCTION. WHEN THE PHASE 4DETOUR ROUTES IS NO LONGER REQUIRED, ALL ASSOCIATED SIGNS, DEVICES, ETC. SHOWN, SHALL BE REMOVED EXCEPT FOR THOSE NEEDED IN SEQUENTIAL PHASES.
4. ALL "ROAD CLOSED TO THRU TRAFFIC" (R11-4) SIGNS SHALL BE MOUNTED ON 12' TYPE III BARRICADES (SINGLE FACED).
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7. IN AREAS WHERE DRIVEWAY ACCESS MUST BE MAINTAINED REFERENCE TCP-1 FOR FLAGGING OPERATIONS.
8. STREET NAME SIGN (D3-1) SHALL BE INSTALLED ON DETOUR SIGNS TO INDICATE THE STREET BEING DETOURED.

NOTICE TO DRAWING HOLDER

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

TRAFFIC CONTROL DETAIL
DETOUR ROUTE - PHASE 5
S. 31ST AVENUE BUILD-OUT

| WORKING NUMBER: | DRAWING NUMBER: |
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| CS-6 | 55 |

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ROSS BLVD.
33RD AVE.
32ND AVE.
31ST AVE.
HARDY STREET
HARDY STREET
HARDY STREET

NOTES:

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2. CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. CONTRACTOR SHALL IMPLEMENT DETOUR ROUTE NOTED ON THIS SHEET DURING PHASE 1 OF CONSTRUCTION. WHEN THE PHASE 1 DETOUR ROUTES IS NO LONGER REQUIRED, ALL ASSOCIATED SIGNS, DEVICES, ETC. SHOWN, SHALL BE REMOVED.
4. ALL "ROAD CLOSED TO THRU TRAFFIC" (R11-4) SIGNS SHALL BE MOUNTED ON 12' TYPE III BARRICADES (SINGLE FACED).
5. THIS DRAWING IS USED TO ILLUSTRATE THE ENGINEER'S INTENT. CONTRACTOR SHALL SUBMIT IN WRITING ANY CHANGES FOR REVIEW AND APPROVAL.

AA
MOUNTED ON TYPE III BARICADE
(24' WIDE) (SINGLE FACED)
R11-2 (48 x 30)
ROAD CLOSED

CHEVY CHASE DR.
O'FERRAL ST.
AUGUSTA ST.
LORRAINE ST.
AA
AA
34TH AVE.
DONWOOD PL.
SOUTHAMPTON RD.
CHEROKEE CIR.
31ST AVE.
30TH AVE.
29TH AVE.
28TH AVE.
ARLINGTON LOOP
ARLINGTON LOOP
34TH AVE.
CRESTMONT AVE.
32ND AVE.
31ST AVE.
28TH AVE.

NOTICE TO DRAWING HOLDER

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

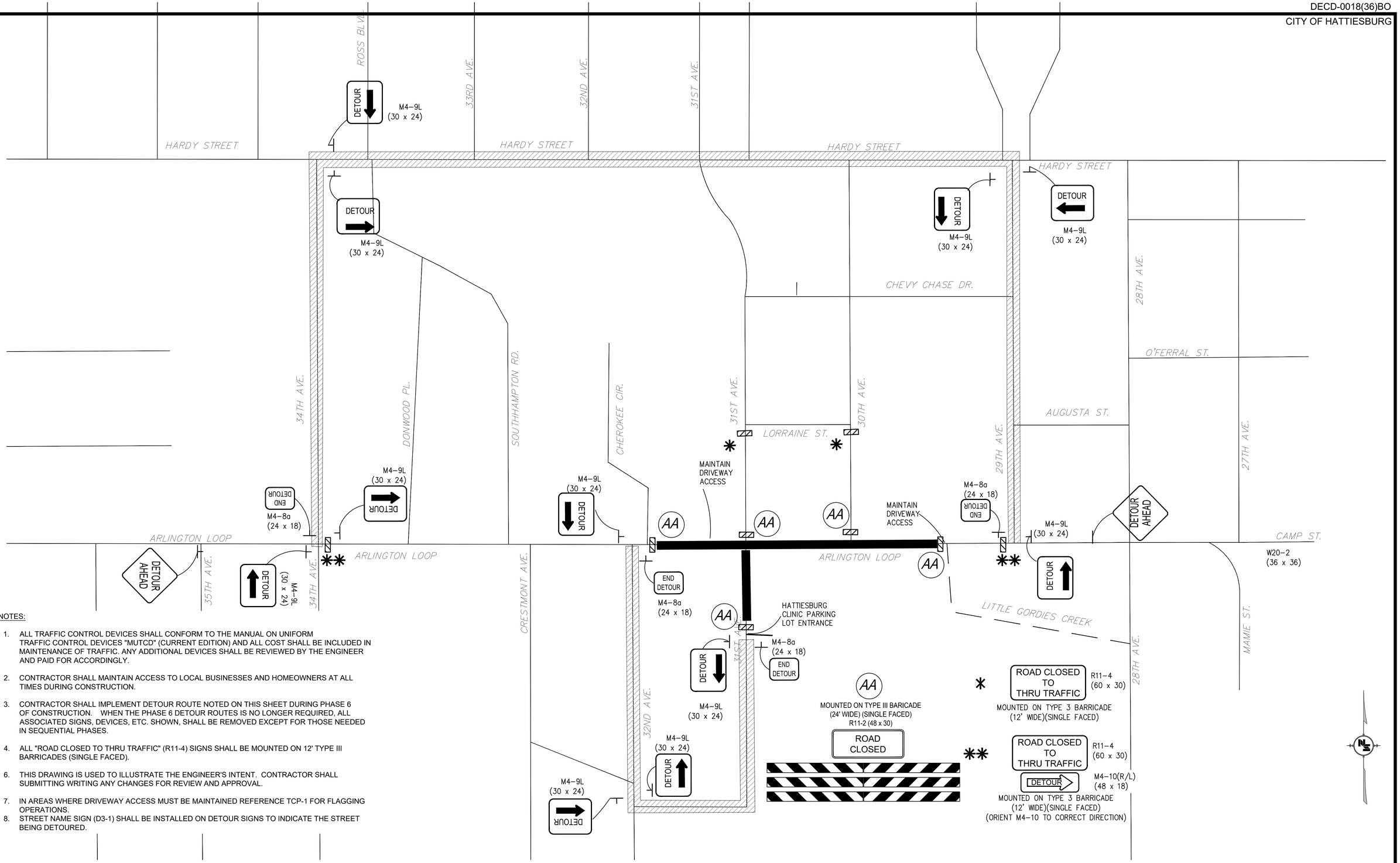
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

TRAFFIC CONTROL DETAIL
DETOUR ROUTE - PHASE 4
LORRAINE STREET BUILD-OUT

| WORKING NUMBER: | DRAWING NUMBER: |
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| CS-6 | 55 |

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NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES "MUTCD" (CURRENT EDITION) AND ALL COST SHALL BE INCLUDED IN MAINTENANCE OF TRAFFIC. ANY ADDITIONAL DEVICES SHALL BE REVIEWED BY THE ENGINEER AND PAID FOR ACCORDINGLY.
2. CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. CONTRACTOR SHALL IMPLEMENT DETOUR ROUTE NOTED ON THIS SHEET DURING PHASE 6 OF CONSTRUCTION. WHEN THE PHASE 6 DETOUR ROUTES IS NO LONGER REQUIRED, ALL ASSOCIATED SIGNS, DEVICES, ETC. SHOWN, SHALL BE REMOVED EXCEPT FOR THOSE NEEDED IN SEQUENTIAL PHASES.
4. ALL "ROAD CLOSED TO THRU TRAFFIC" (R11-4) SIGNS SHALL BE MOUNTED ON 12' TYPE III BARRICADES (SINGLE FACED).
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7. IN AREAS WHERE DRIVEWAY ACCESS MUST BE MAINTAINED REFERENCE TCP-1 FOR FLAGGING OPERATIONS.
8. STREET NAME SIGN (D3-1) SHALL BE INSTALLED ON DETOUR SIGNS TO INDICATE THE STREET BEING DETOURED.

NOTICE TO DRAWING HOLDER

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

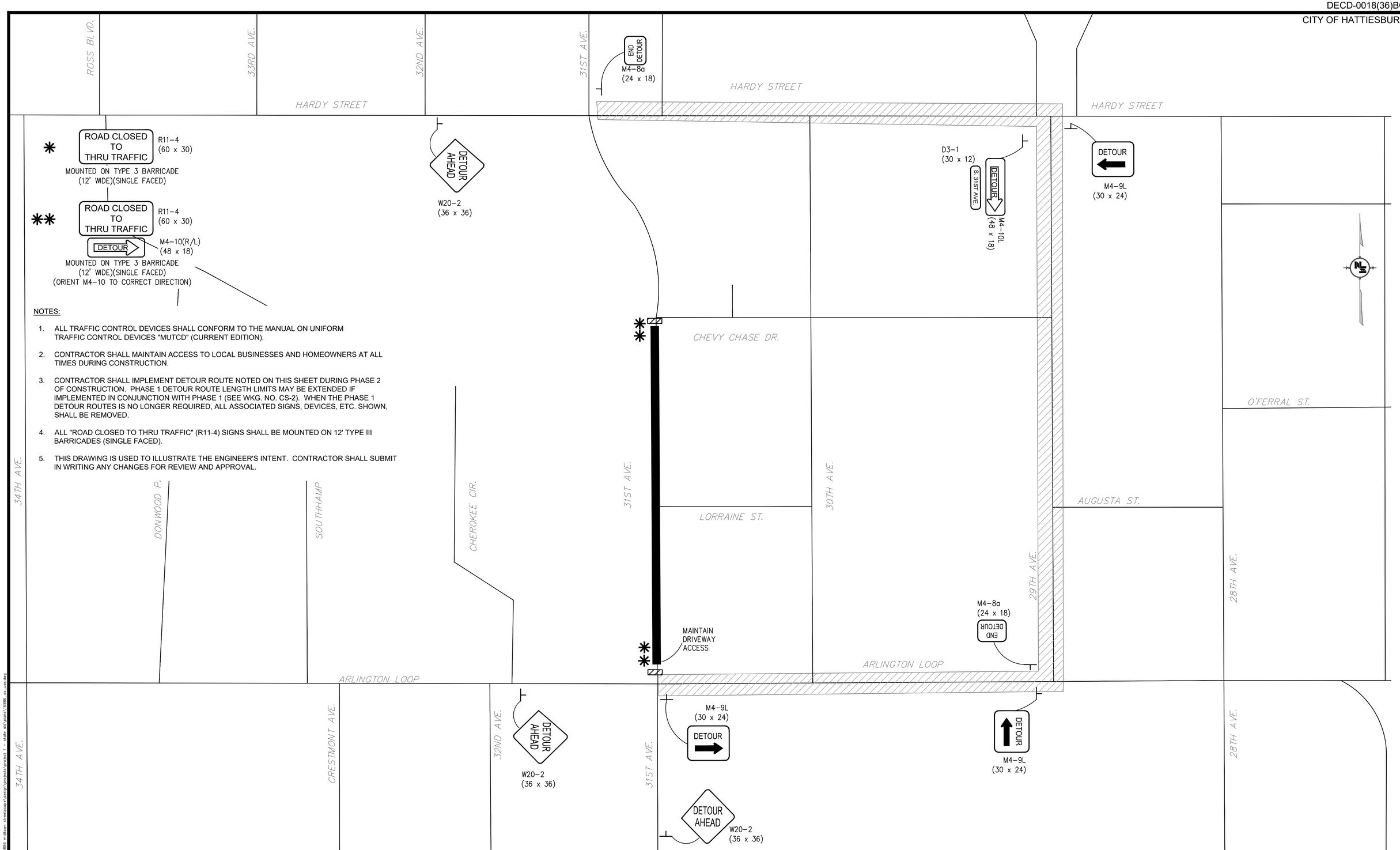
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

CONSTRUCTION SIGNING DETAIL
DETOUR ROUTE - PHASE 6
ARLINGTON LOOP BUILD-OUT
B.O.P. TO STA. 20+25

| WORKING NUMBER: | DRAWING NUMBER: |
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| CS-7 | 56 |

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NOTES:

1. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES "MUTCD" (CURRENT EDITION).
2. CONTRACTOR SHALL MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
3. CONTRACTOR SHALL IMPLEMENT DETOUR ROUTE NOTED ON THIS SHEET DURING PHASE 2 OF CONSTRUCTION. PHASE 1 DETOUR ROUTE LENGTH LIMITS MAY BE EXTENDED IF IMPLEMENTED IN CONJUNCTION WITH PHASE 1 (SEE WKG. NO. CS-2). WHEN THE PHASE 1 DETOUR ROUTES IS NO LONGER REQUIRED, ALL ASSOCIATED SIGNS, DEVICES, ETC. SHOWN, SHALL BE REMOVED.
4. ALL "ROAD CLOSED TO THRU TRAFFIC" (R11-4) SIGNS SHALL BE MOUNTED ON 12' TYPE III BARRICADES (SINGLE FACED).
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

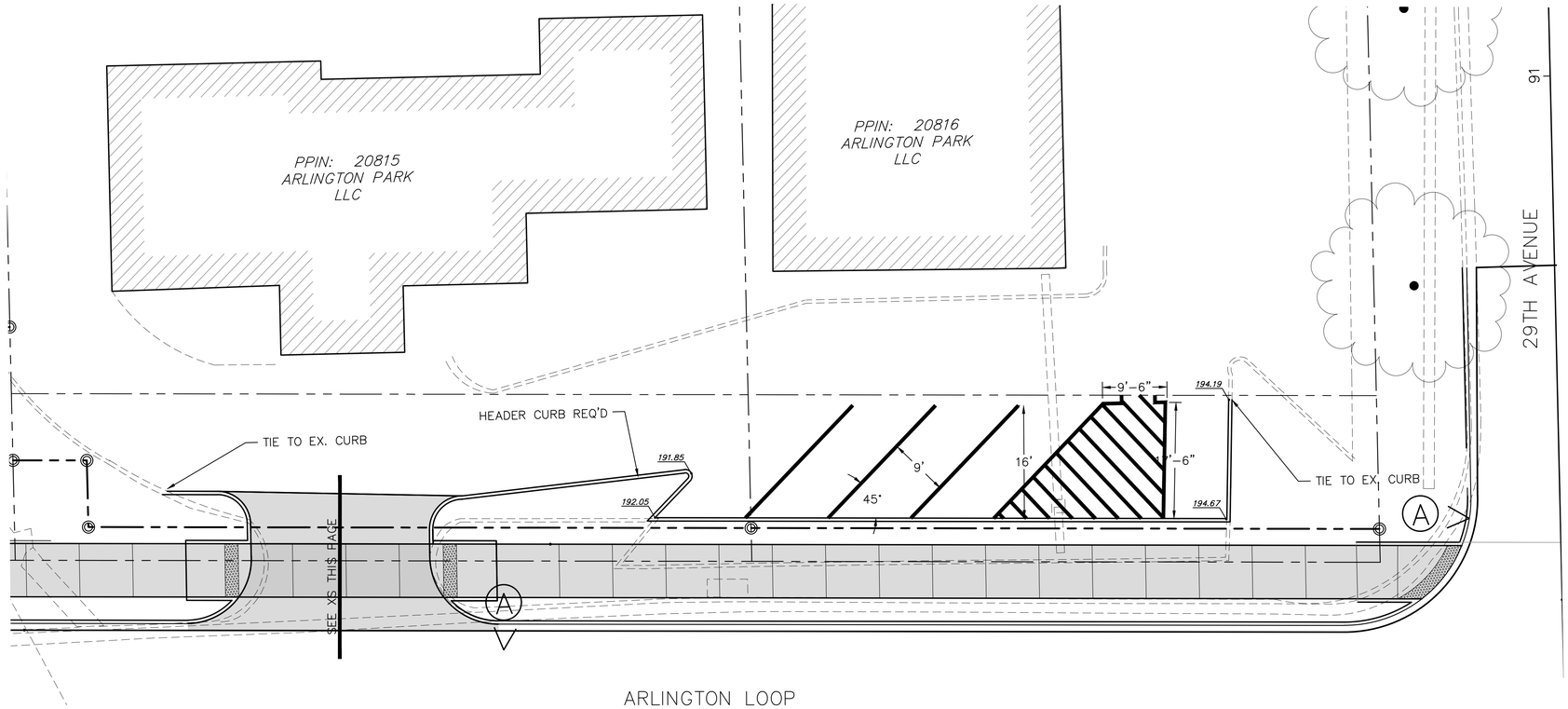
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

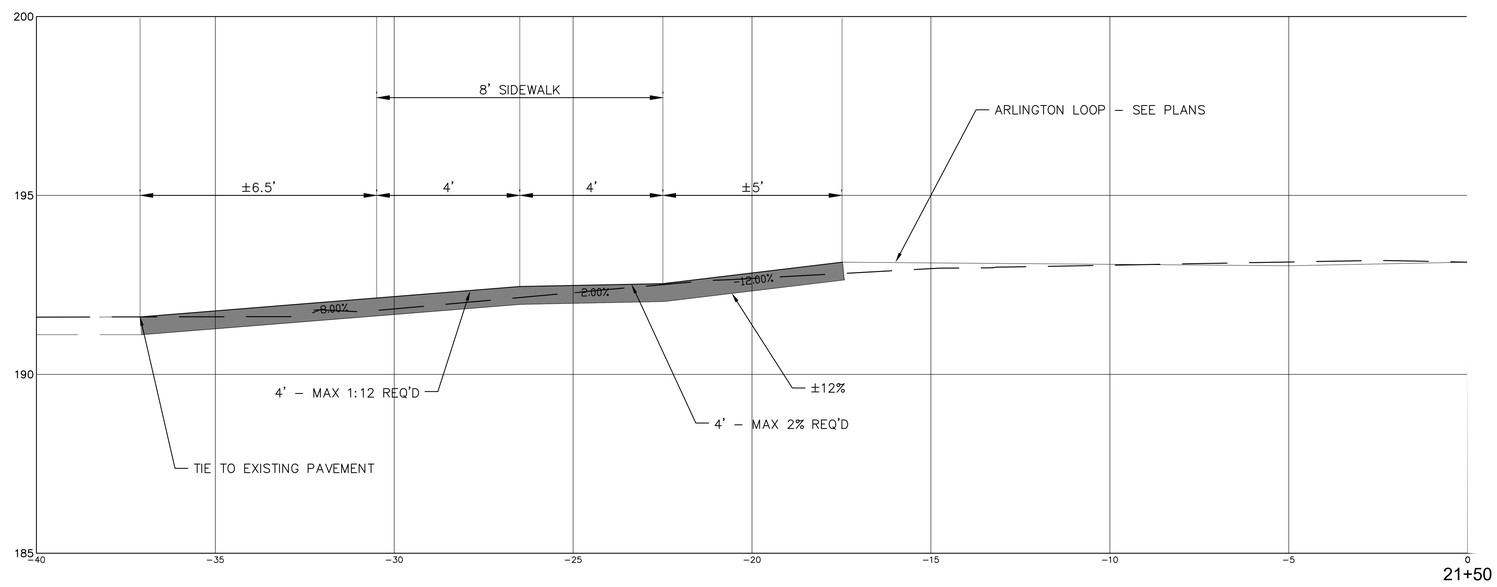
NEEL-SCHAFFER
Solutions you can build upon

TRAFFIC CONTROL DETAIL
DETOUR ROUTE - PHASE 5

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| CS-7 | 56 |

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MIDTOWN STREETSCAPE PROJECT
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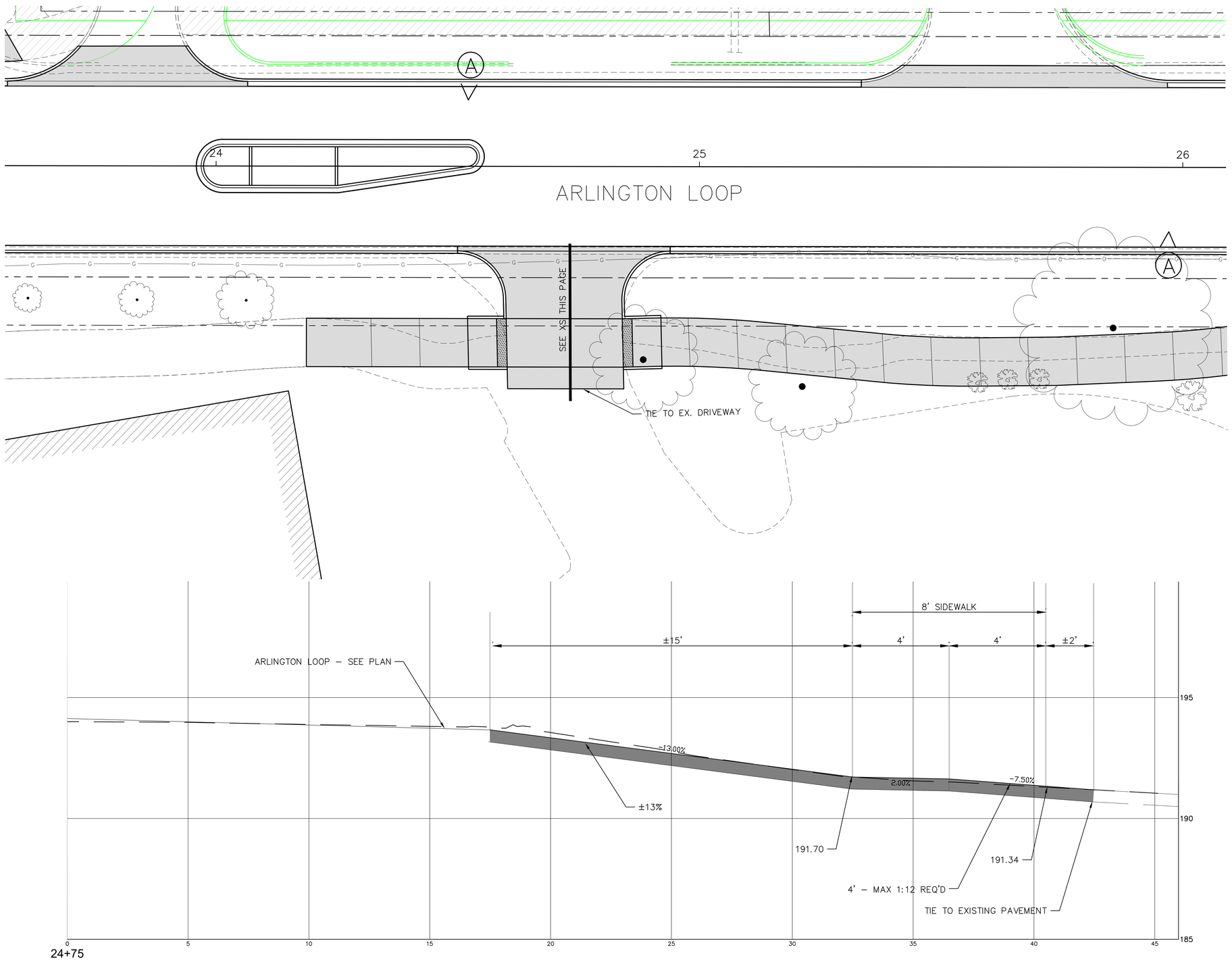
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

CROSS SECTION AND PARKING
PROPERTY AT STA. 21+50
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| DRWN: PAN | DATE: 12/2022 |
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

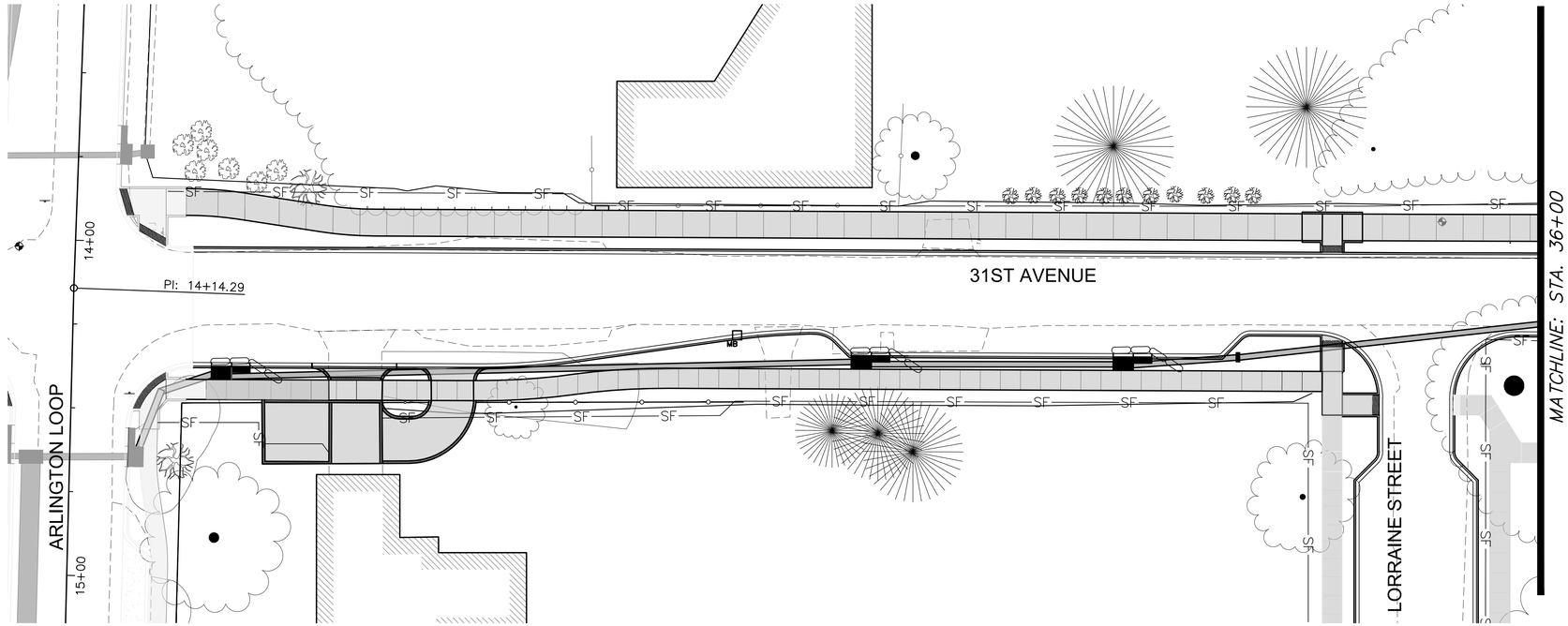
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

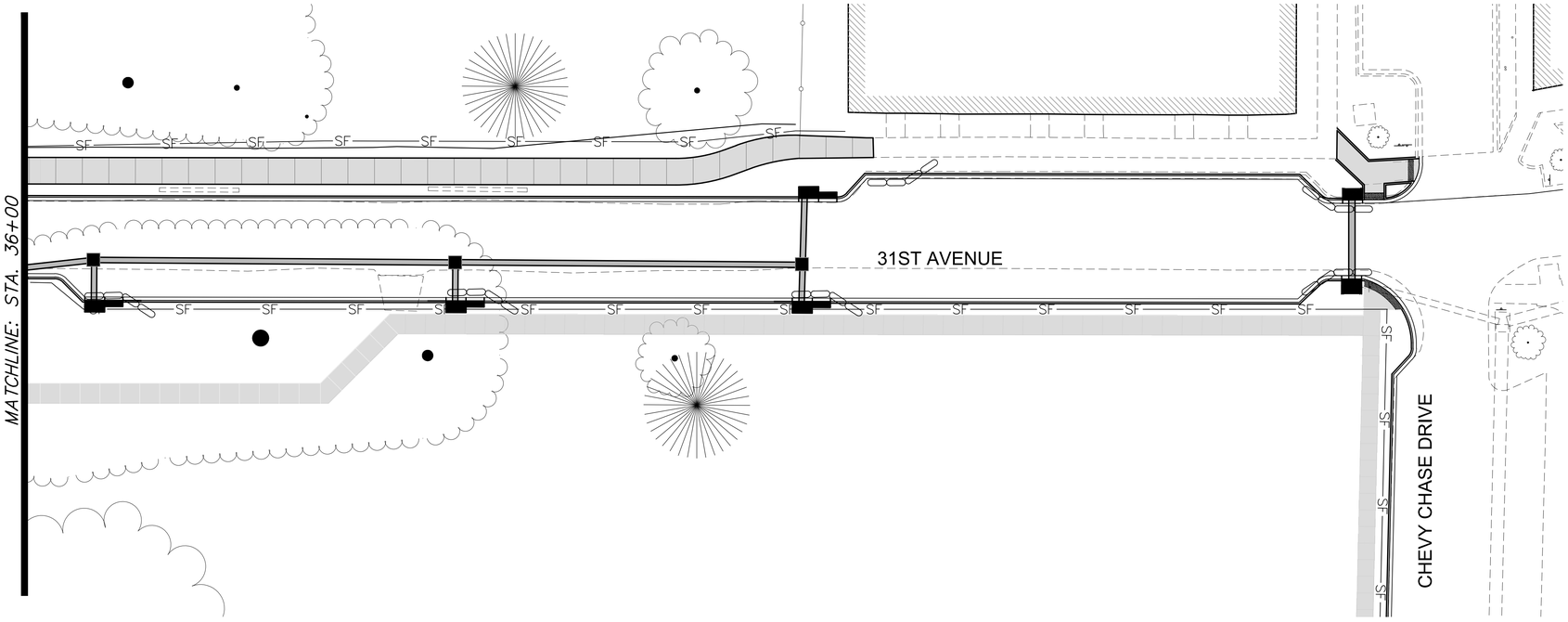
NEEL-SCHAFFER
Solutions you can build upon

CROSS SECTION
DRIVEWAY AT STA. 24+75
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## EROSION AND SEDIMENT CONTROL PLANS NOTE:

QUANTITIES FOR PROJECT ARE ESTIMATED FROM *MINIMAL* REQUIREMENTS.

CONTRACTOR IS RESPONSIBLE FOR INSTALLING AND ADJUSTING BMP'S DURING THE CONSTRUCTION PHASES
AS REQUIRED TO CONTAIN/CONTROL EROSION AND SEDIMENT.

## EROSION AND SEDIMENT CONTROL PHASES:

INITIAL CONSTRUCTION PHASE – AS CLEARING BEGINS AND PRIOR TO ANY GRUBBING OR GRADING WORK.

INTERMEDIATE CONSTRUCTION PHASE – INSTALL BMP'S AS NEEDED WHERE WORK IN GRADED SECTIONS, DETOURS AND STRUCTURE CONSTRUCTION PROGRESSES.

FINAL CONSTRUCTION PHASE – INSTALL BMP'S AS NEEDED TO MAINTAIN FINAL GRADED SURFACES UNTIL PERMANENT EROSION CONTROL AND VEGETATION IS ESTABLISHED.

## PHASING NOTES:

THE PHASING OF EROSION AND SEDIMENT CONTROL MEASURES AS DESCRIBED ABOVE AND SHOWN ON THE PLANS, IS NOT INTENDED TO DICTATE THE SEQUENCE OF CONSTRUCTION.

SEDIMENT AND EROSION CONTROL MEASURES SHOULD ONLY BE IMPLEMENTED IN AREAS WHERE CONSTRUCTION IS ACTIVELY TAKING PLACE. IT IS EXPECTED THAT SOME AREAS OF THE PROJECT WILL HAVE NO BMP'S, WHILE OTHER AREAS MAY HAVE INITIAL, INTERMEDIATE AND/OR NO FINAL BMP'S, DEPENDING ON PROGRESS OF CONSTRUCTION.

CONTRACTOR SHALL SUBMIT EROSION CONTROL PLAN FOR APPROVAL BY THE ENGINEER. ONCE THE PLAN IS APPROVED AND THE INITIAL BMP'S ARE ESTABLISHED, WORK CAN PROGRESS.

BMP'S REQUIRED IN THE INTERMEDIATE PHASE SHOULD BE INSTALLED AS THE WORK PROGRESS IMPACTS THE AREA DURING CONSTUCTION.

UPON COMPLETION OF THE WORK, FINAL PHASE BMP'S SHOULD BE EMPLOYED AS REQUIRED UNTIL THE ERODIBLE SOIL HAS BEEN PROTECTED BY THE ESTABLISHMENT OF PERMANENT VEGETATION.

## EROSION AND SEDIMENT CONTROL GENERAL NOTES:

1. FUEL TANKS SHALL NOT BE STORED ON RIGHT-OF-WAY. VEHICLES TRANSPORTING CHEMICALS, FERTILIZERS, ETC. SHALL NOT BE LEFT UNATTENDED ON RIGHT-OF-WAY.

2. MULCH FROM CLEARING OPERATIONS MAY BE STOCKPILED AND SPREAD (UNDER THE DIRECTION OF THE ENGINEER) ON SITE TO TEMPORARILY STABILIZE THE DISTURBED SOILS IN CLEARED AREAS. (NOT A SEPARATE PAY ITEM)

3. AVOID REMOVAL OR DISTURBANCE OF ESTABLISHED VEGETATION OUTSIDE OF SLOPE STAKES.

4. ESTABLISHED STABILIZED CONSTRUCTION ENTRANCES AND CONCRETE WASHOUT LOCATIONS MAY BE MOVED AT THE DISCRETION OF THE CONTRACTOR AND APPROVAL OF THE ENGINEER.

5. THE ENGINEER MAY REQUIRE EXPOSED ERODABLE SOIL FROM THE EXCAVATION OF SLOPES AND DEMOLITION AREAS SHALL BE COVERED WITH EROSION CONTROL BLANKET, TYPE II, BY THE END OF THE WORK DAY OR BEFORE A RAINFALL EVENT, WHICHEVER OCCURS FIRST.

| LEGEND | |
|---|---|
| ITEMS | SYMBOL |
| SANDBAGS | |
| SILT FENCE | —SF— |

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

**NOTICE TO DRAWING HOLDER**

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| DRAWING INFORMATION | |
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| DSGN: GPC | DATE: 01/2023 |
| DRWN: PAN | DATE: 01/2023 |
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

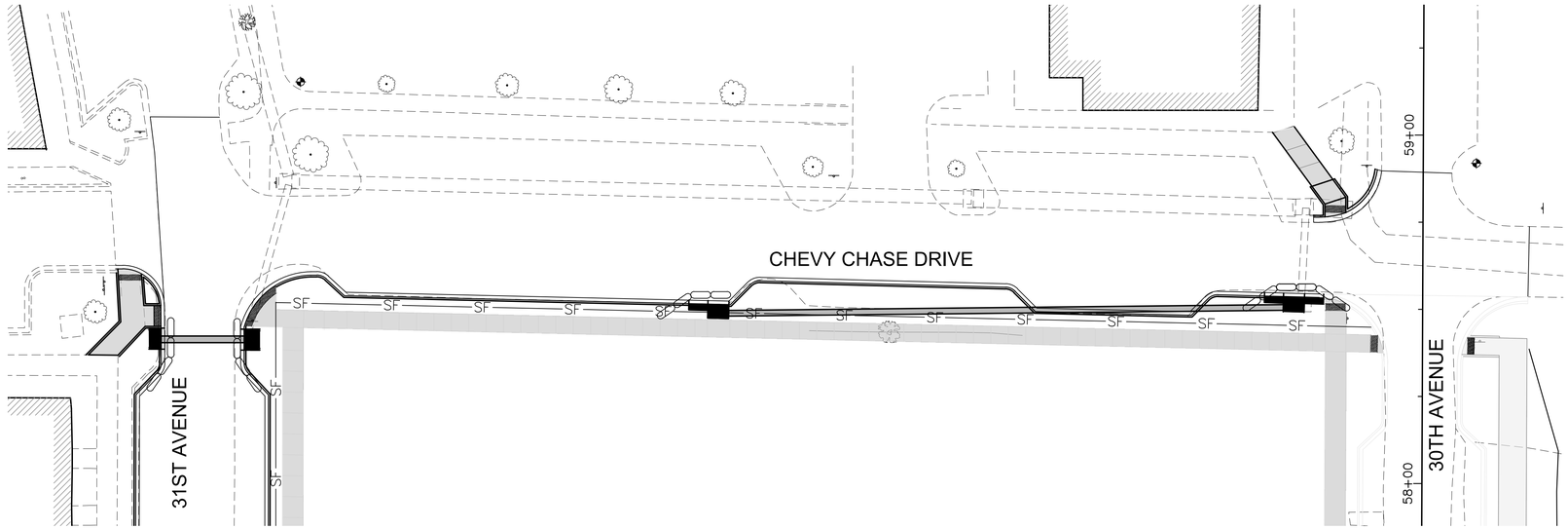
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

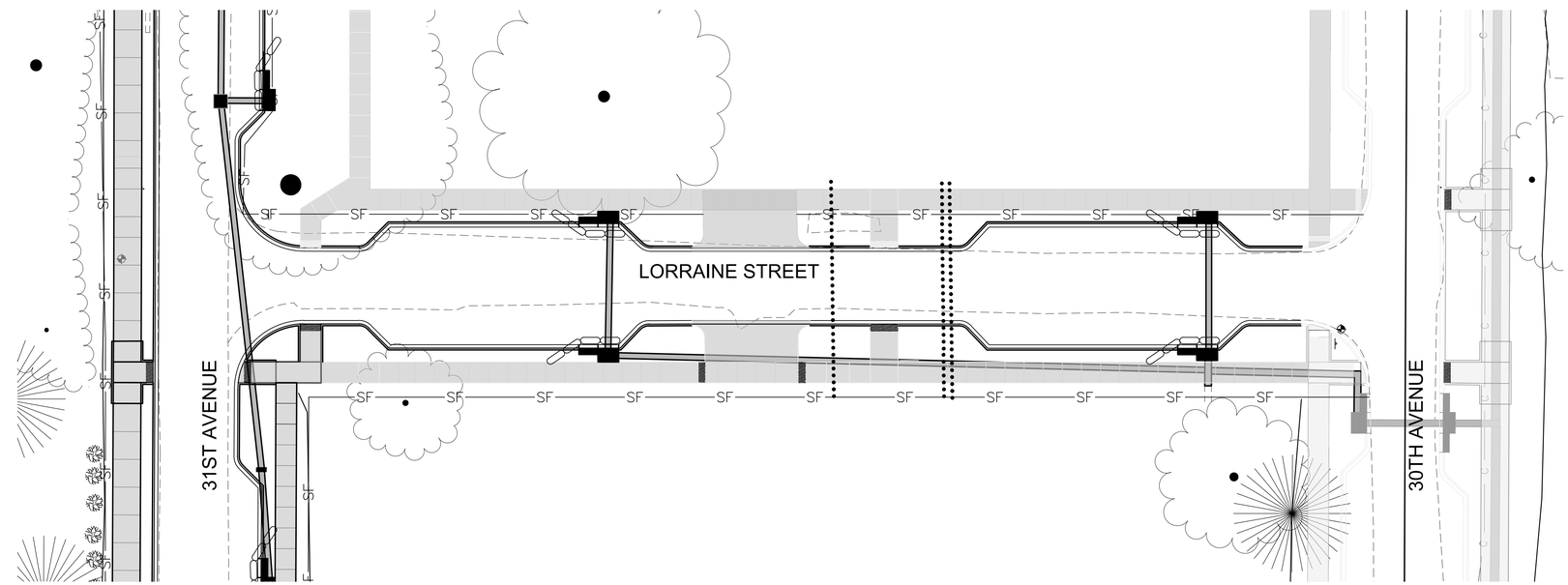
NEEL-SCHAFFER
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EROSION & SEDIMENT CONTROL PLAN
S. 31ST AVENUE

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| LEGEND | |
|---|---|
| ITEMS | SYMBOL |
| SANDBAGS | |
| SILT FENCE | —SF— |

GRAPHIC SCALE

0 10 20 40

1 inch = 20 feet

**NOTICE TO DRAWING HOLDER**

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

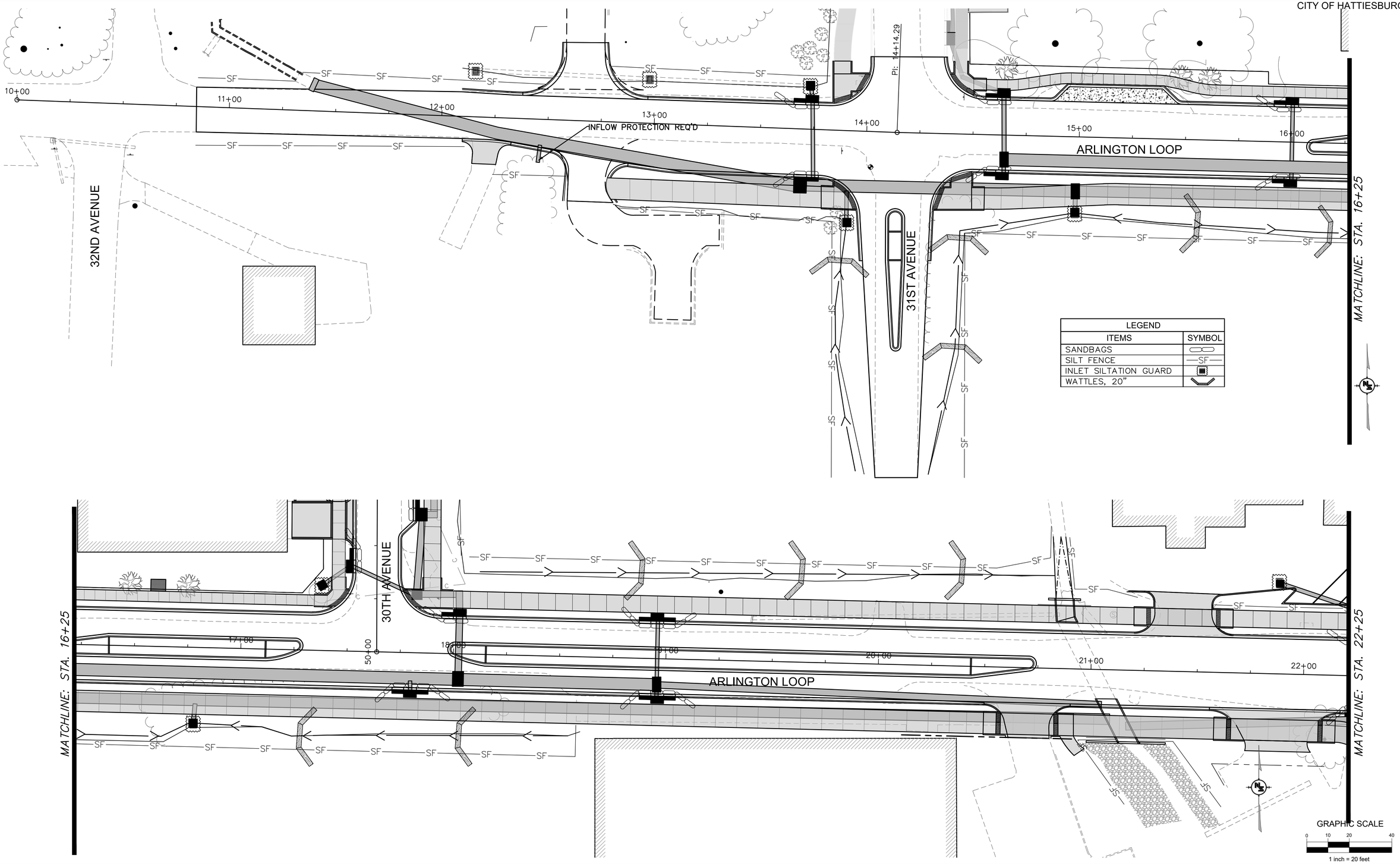
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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EROSION & SEDIMENT CONTROL PLAN
CHEVY CHASE DRIVE
LORRAINE STREET

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

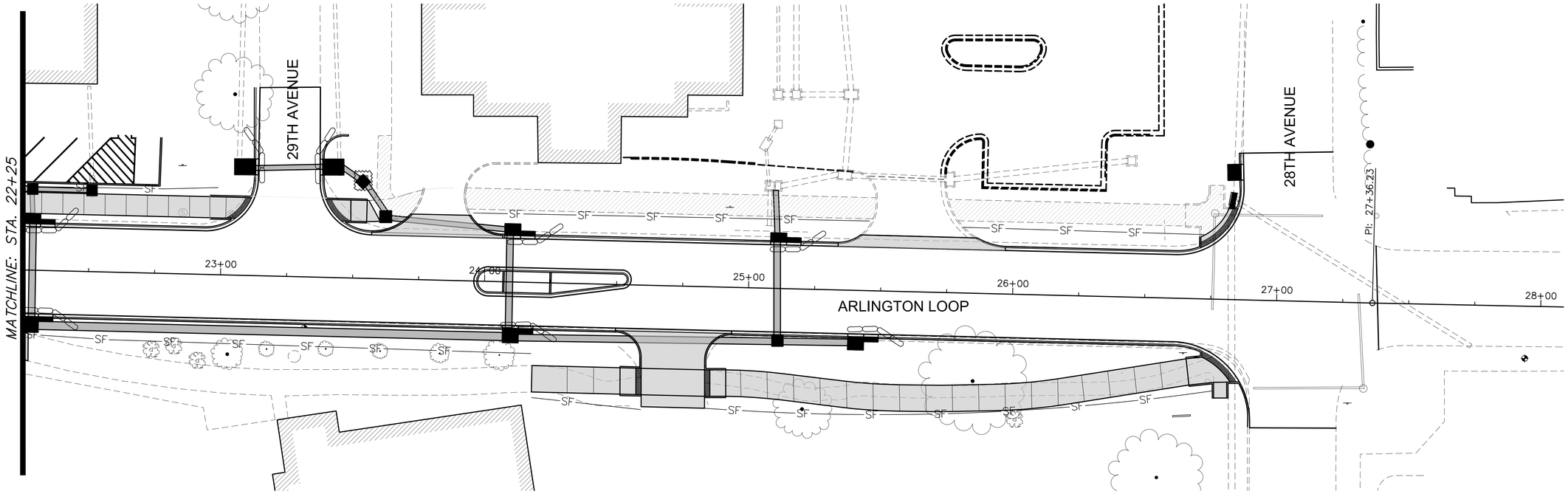
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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Solutions you can build upon

EROSION & SEDIMENT CONTROL PLAN
STA. 10+00 TO STA. 22+25
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| ECP-3 | 61 |

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| LEGEND | |
|---|---|
| ITEMS | SYMBOL |
| SANDBAGS | |
| SILT FENCE | —SF— |
| INLET SILTATION GUARD | |
| WATTLES, 20" | |

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

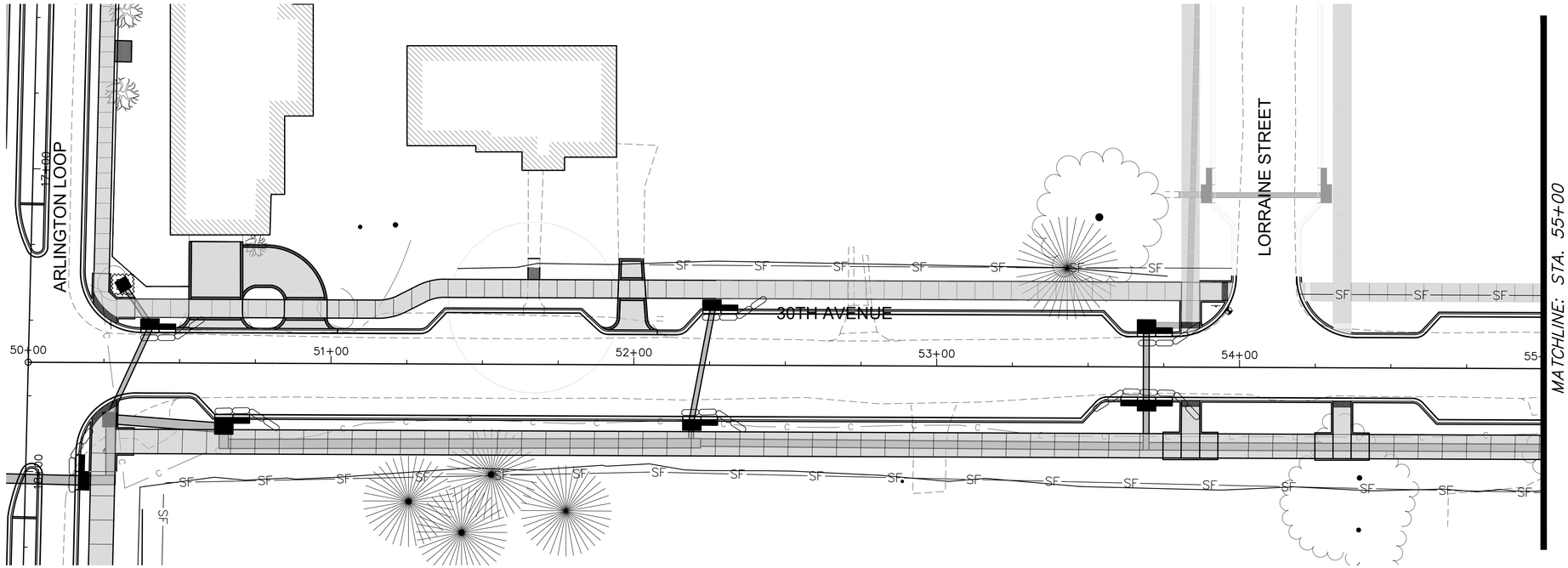
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HATTIESBURG, MISSISSIPPI

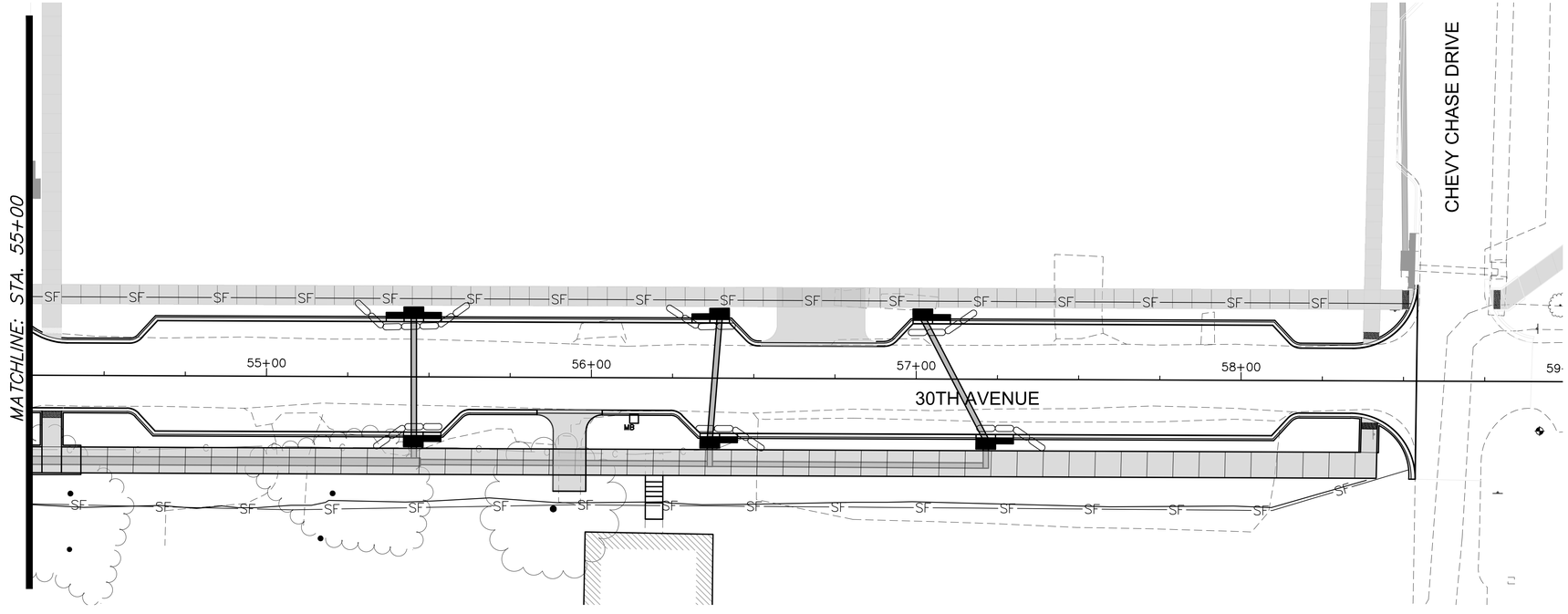
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EROSION & SEDIMENT CONTROL PLAN
STA. 22+25 TO STA. 28+00
NON-PARTICIPATING

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| LEGEND | |
|---|---|
| ITEMS | SYMBOL |
| SANDBAGS | |
| SILT FENCE | SF |
| INLET SILTATION GUARD | |
| WATTLES, 20" | |

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

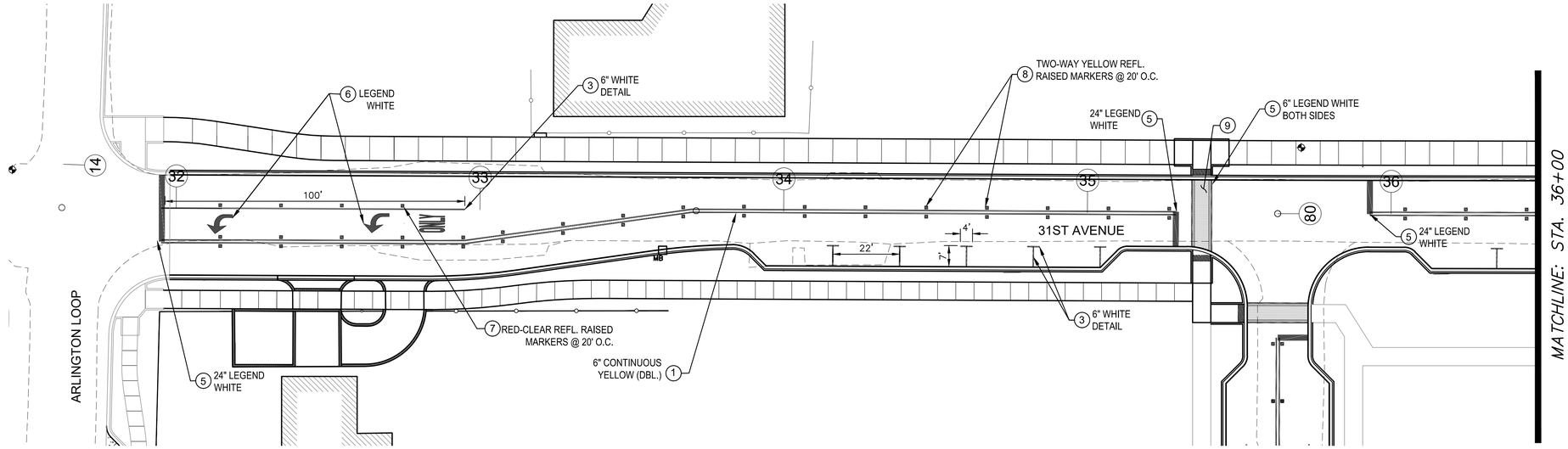
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HATTIESBURG, MISSISSIPPI

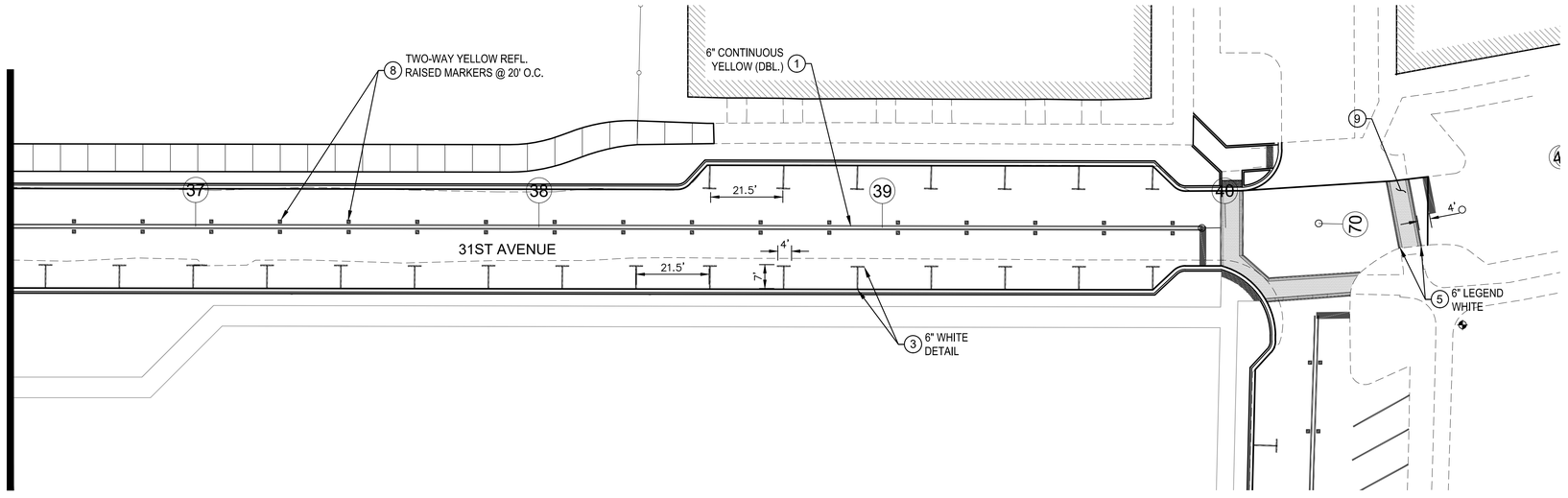
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EROSION & SEDIMENT CONTROL PLAN
STA. 50+00 TO STA. 59+00
NON-PARTICIPATING

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## PAVEMENT MARKING

| | SYMBOL | DESCRIPTION | TYPE | QUANTITY |
|---|---|---|---|---|
| * | 1 | 6" TRAFFIC STRIPE (CONTINUOUS YELLOW) | PLASTIC | 1150 |
| | 2 | 6" TRAFFIC STRIPE (SKIP YELLOW) | PLASTIC | -- |
| * | 3 | DETAIL STRIPE (WHITE) (6" EQ. LENGTH) | PLASTIC | 335 |
| * | 4 | DETAIL STRIPE (YELLOW) (6" EQ. LENGTH) | PLASTIC | -- |
| S | 5 | LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH) | PLASTIC | 410 |
| * | 6 | LEGEND (WHITE) (SQ. FT.) | PLASTIC | 54.8 |
| | 7 | RED-CLEAR REFLECTIVE RAISED MARKERS | -- | 4 |
| | 8 | TWO-WAY YELLOW REFLEC. RAISED MARKER | -- | 76 |
| | 9 | POLYMER CEMENT SURFACE SYSTEM | SF | 700 |

NOTES:

1. * REQUIRED FOR TEMPORARY STRIPE, PAINT.
2. REQUIRED FOR TEMPORARY STRIPE, PAINT-6" MINIMUM FOR STOP BARS.- (S)
3. ALL TEMPORARY STRIPE SHALL BE COST ABSORBED IN MAINTENANCE OF TRAFFIC.

GRAPHIC SCALE

20 0 10 20 40

( IN FEET )
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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| DSGN: GPC | DATE: 12/2022 |
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MIDTOWN STREET SCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

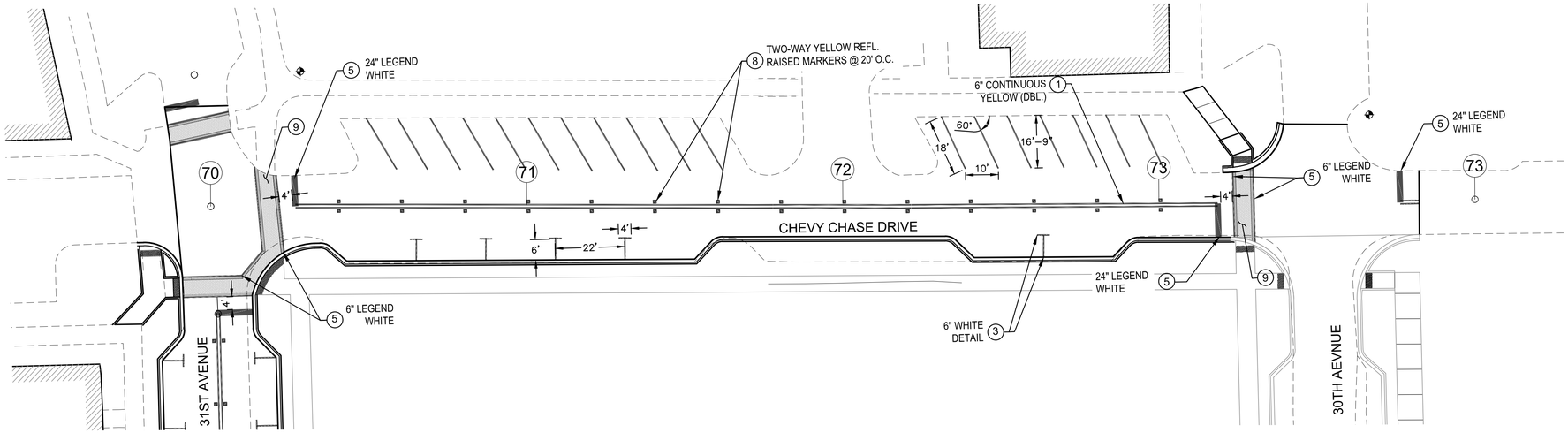
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HATTIESBURG, MISSISSIPPI

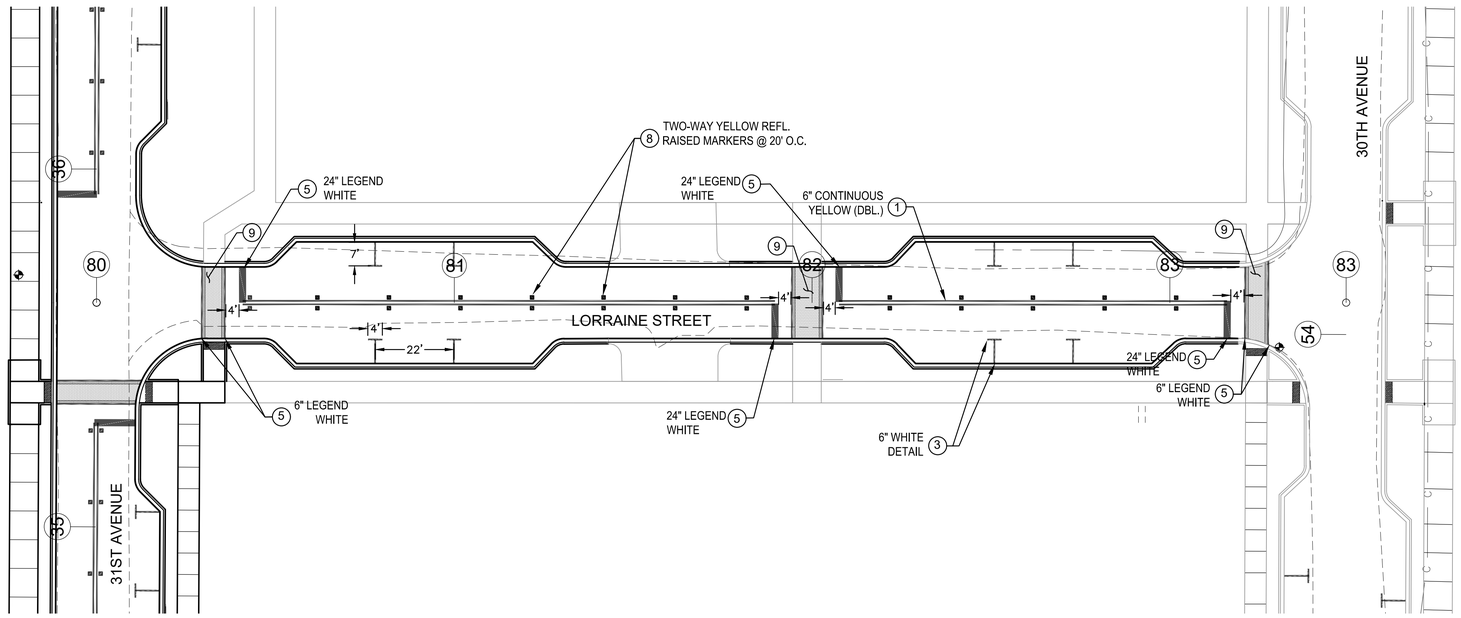
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PAVEMENT MARKINGS
S. 31ST AVENUE

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## PAVEMENT MARKING

| | SYMBOL | DESCRIPTION | TYPE | QUANTITY |
|---|---|---|---|---|
| * | 1 | 6" TRAFFIC STRIPE (CONTINUOUS YELLOW) | PLASTIC | 1185 |
| | 2 | 6" TRAFFIC STRIPE (SKIP YELLOW) | PLASTIC | -- |
| * | 3 | DETAIL STRIPE (WHITE) (6" EQ. LENGTH) | PLASTIC | 490 |
| * | 4 | DETAIL STRIPE (YELLOW) (6" EQ. LENGTH) | PLASTIC | -- |
| S | 5 | LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH) | PLASTIC | 120 |
| * | 6 | LEGEND (WHITE) (SQ. FT.) | PLASTIC | -- |
| | 7 | RED-CLEAR REFLECTIVE RAISED MARKERS | -- | -- |
| | 8 | TWO-WAY YELLOW REFLEC. RAISED MARKER | -- | 28 |
| | 9 | POLYMER CEMENT SURFACE SYSTEM | -- | 650 |

NOTES:
1. * REQUIRED FOR TEMPORARY STRIPE, PAINT.
2. REQUIRED FOR TEMPORARY STRIPE, PAINT-6" MINIMUM FOR STOP BARS.-(S)
3. ALL TEMPORARY STRIPE SHALL BE COST ABSORBED IN MAINTENANCE OF TRAFFIC.

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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MIDTOWN STREET SCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

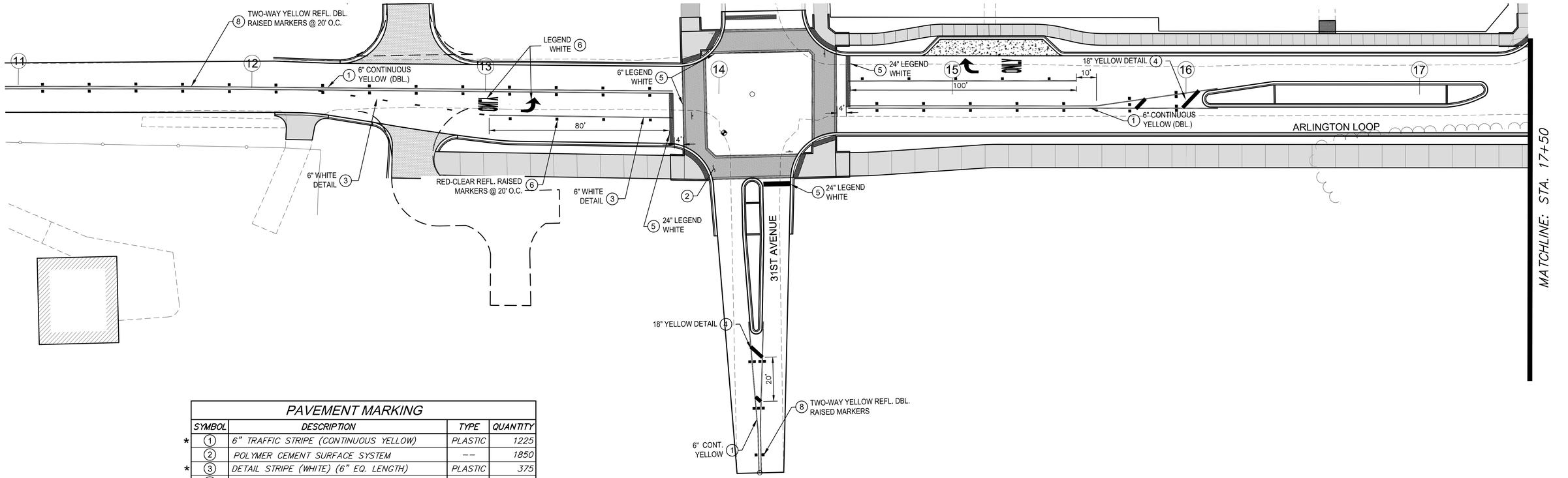
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

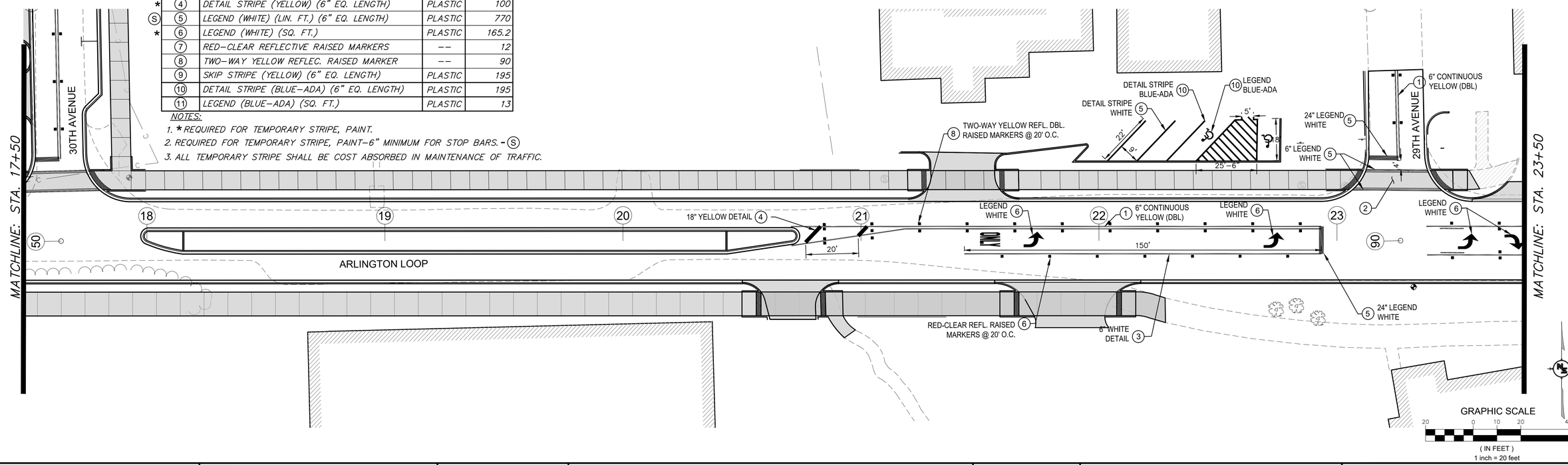
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PAVEMENT MARKINGS
CHEVY CHASE DRIVE
LORRAINE STREET

| WORKING NUMBER: | DRAWING NUMBER: |
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| PM-2 | 65 |

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## PAVEMENT MARKING

| | SYMBOL | DESCRIPTION | TYPE | QUANTITY |
|---|---|---|---|---|
| * | 1 | 6" TRAFFIC STRIPE (CONTINUOUS YELLOW) | PLASTIC | 1225 |
| | 2 | POLYMER CEMENT SURFACE SYSTEM | -- | 1850 |
| * | 3 | DETAIL STRIPE (WHITE) (6" EQ. LENGTH) | PLASTIC | 375 |
| * | 4 | DETAIL STRIPE (YELLOW) (6" EQ. LENGTH) | PLASTIC | 100 |
| (S) | 5 | LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH) | PLASTIC | 770 |
| * | 6 | LEGEND (WHITE) (SQ. FT.) | PLASTIC | 165.2 |
| | 7 | RED-CLEAR REFLECTIVE RAISED MARKERS | -- | 12 |
| | 8 | TWO-WAY YELLOW REFLEC. RAISED MARKER | -- | 90 |
| | 9 | SKIP STRIPE (YELLOW) (6" EQ. LENGTH) | PLASTIC | 195 |
| | 10 | DETAIL STRIPE (BLUE-ADA) (6" EQ. LENGTH) | PLASTIC | 195 |
| | 11 | LEGEND (BLUE-ADA) (SQ. FT.) | PLASTIC | 13 |

NOTES:
1. * REQUIRED FOR TEMPORARY STRIPE, PAINT.
2. REQUIRED FOR TEMPORARY STRIPE, PAINT-6" MINIMUM FOR STOP BARS. - (S)
3. ALL TEMPORARY STRIPE SHALL BE COST ABSORBED IN MAINTENANCE OF TRAFFIC.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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| DRAWING INFORMATION | |
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| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

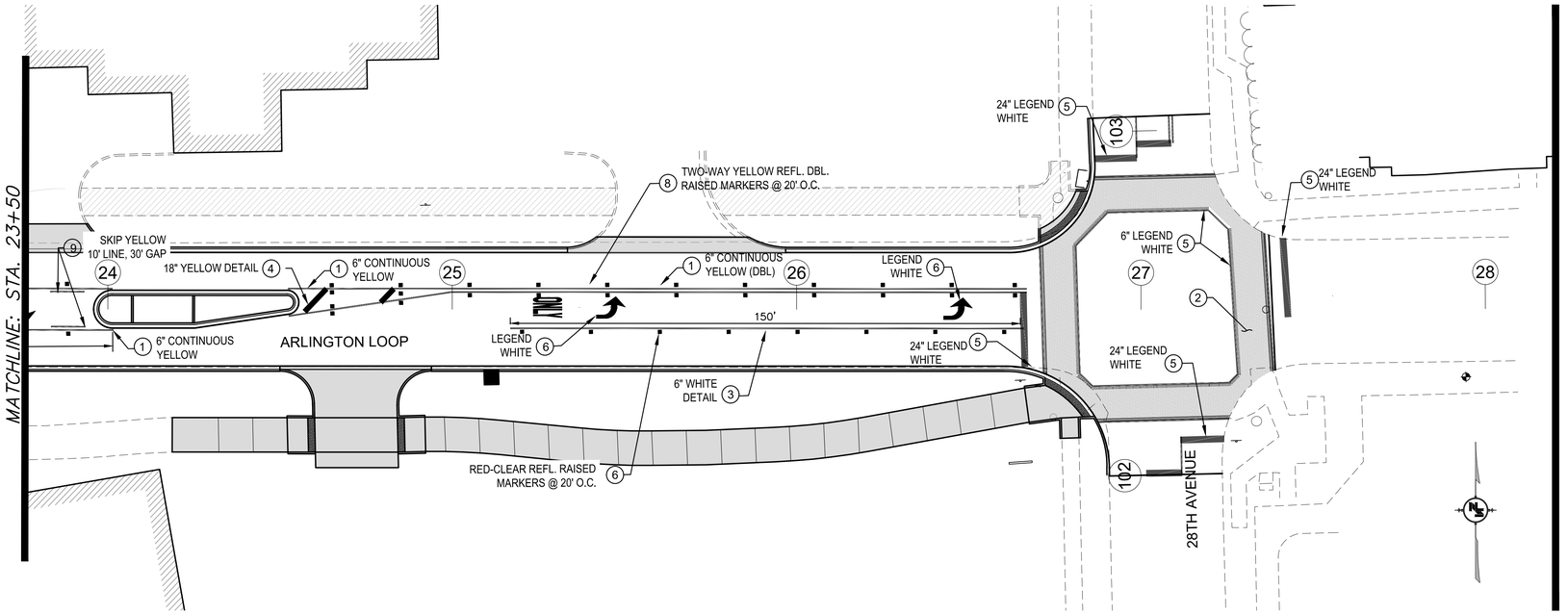
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

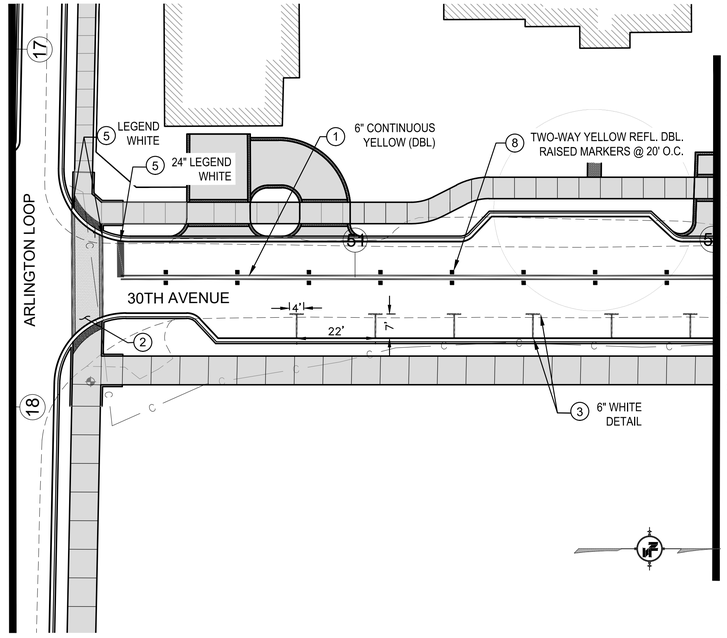
NEEL-SCHAFFER
Solutions you can build upon

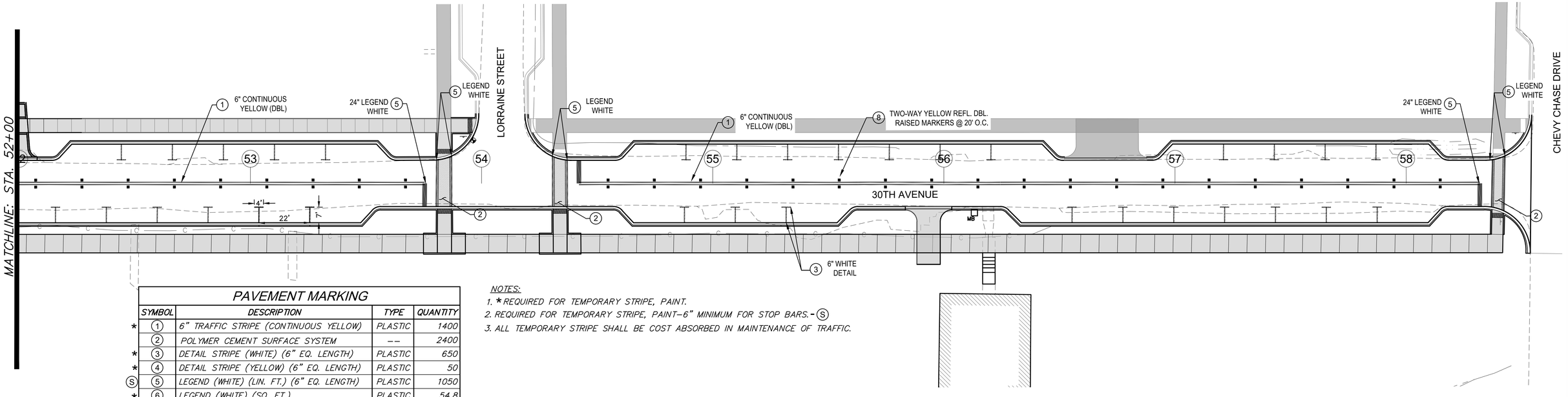
PAVEMENT MARKINGS
ARLINGTON LOOP
STA. 11+00 TO STA. 23+50
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| PM-3 | 66 |

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## PAVEMENT MARKING

| | SYMBOL | DESCRIPTION | TYPE | QUANTITY |
|---|---|---|---|---|
| * | 1 | 6" TRAFFIC STRIPE (CONTINUOUS YELLOW) | PLASTIC | 1400 |
| | 2 | POLYMER CEMENT SURFACE SYSTEM | -- | 2400 |
| * | 3 | DETAIL STRIPE (WHITE) (6" EQ. LENGTH) | PLASTIC | 650 |
| * | 4 | DETAIL STRIPE (YELLOW) (6" EQ. LENGTH) | PLASTIC | 50 |
| (S) | 5 | LEGEND (WHITE) (LIN. FT.) (6" EQ. LENGTH) | PLASTIC | 1050 |
| * | 6 | LEGEND (WHITE) (SQ. FT.) | PLASTIC | 54.8 |
| | 7 | RED-CLEAR REFLECTIVE RAISED MARKERS | -- | 7 |
| | 8 | TWO-WAY YELLOW REFLEC. RAISED MARKER | -- | 100 |
| | 9 | SKIP STRIPE (YELLOW) (6" EQ. LENGTH) | PLASTIC | 20 |

*NOTES:*

1. * REQUIRED FOR TEMPORARY STRIPE, PAINT.
2. REQUIRED FOR TEMPORARY STRIPE, PAINT-6" MINIMUM FOR STOP BARS.- (S)
3. ALL TEMPORARY STRIPE SHALL BE COST ABSORBED IN MAINTENANCE OF TRAFFIC.

GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

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| DRAWING INFORMATION | |
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| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

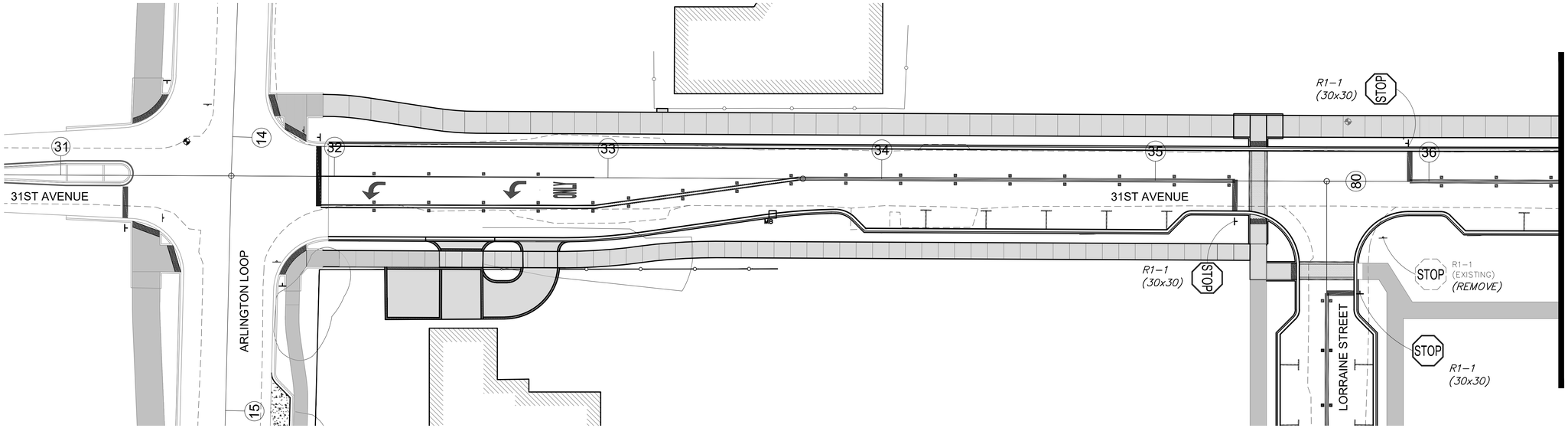
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PAVEMENT MARKINGS
ARLINGTON LOOP
STA. 23+50 TO STA. 27+50
30TH AVENUE
NON-PARTICIPATING

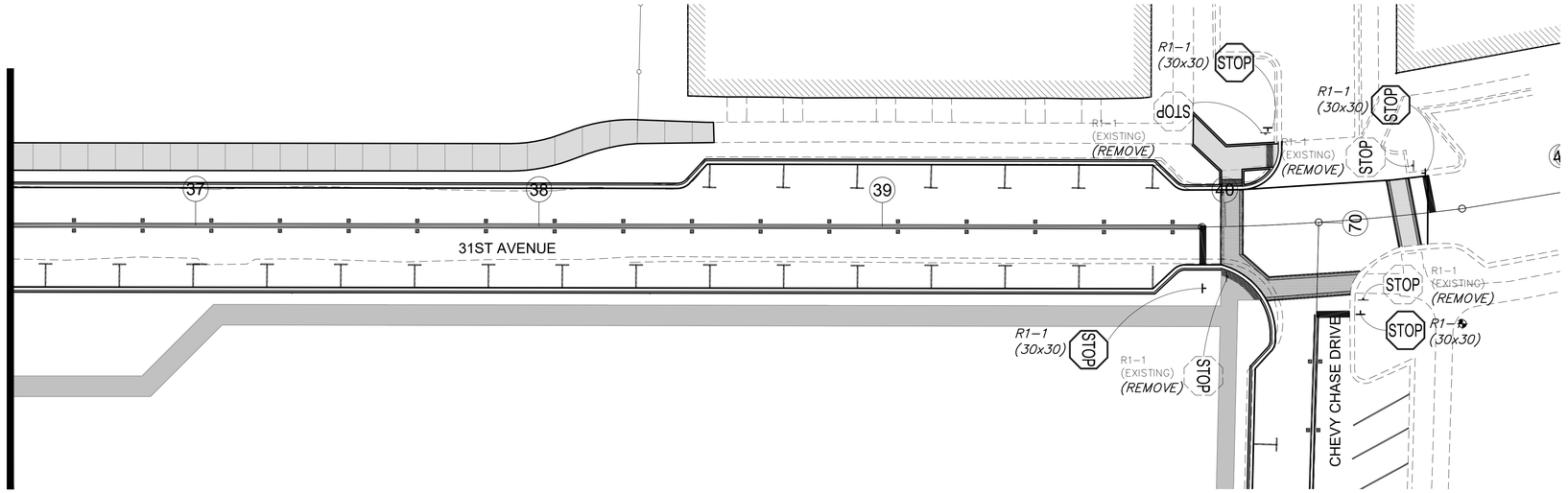
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| PM-4 | 67 |

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| PROPOSED SIGNS | | |
|---|---|---|
| DESCRIPTION | UNIT | QUANTITY |
| R1-1 | EA | 7 |
| DECORATIVE SIGN POST | EA | 7 |
| REMOVAL OF SIGN | EA | 5 |

NOTE:
-SUPPLEMENTAL "ALL-WAY" PLAQUES SHALL BE MOUNTED ON ON ALL STOP SIGNS AT ALL 3-WAY AND 4-WAY STOPS
-SUPPLEMENTAL PLAQUES SHALL BE COST ABSORBED.




GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREET SCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

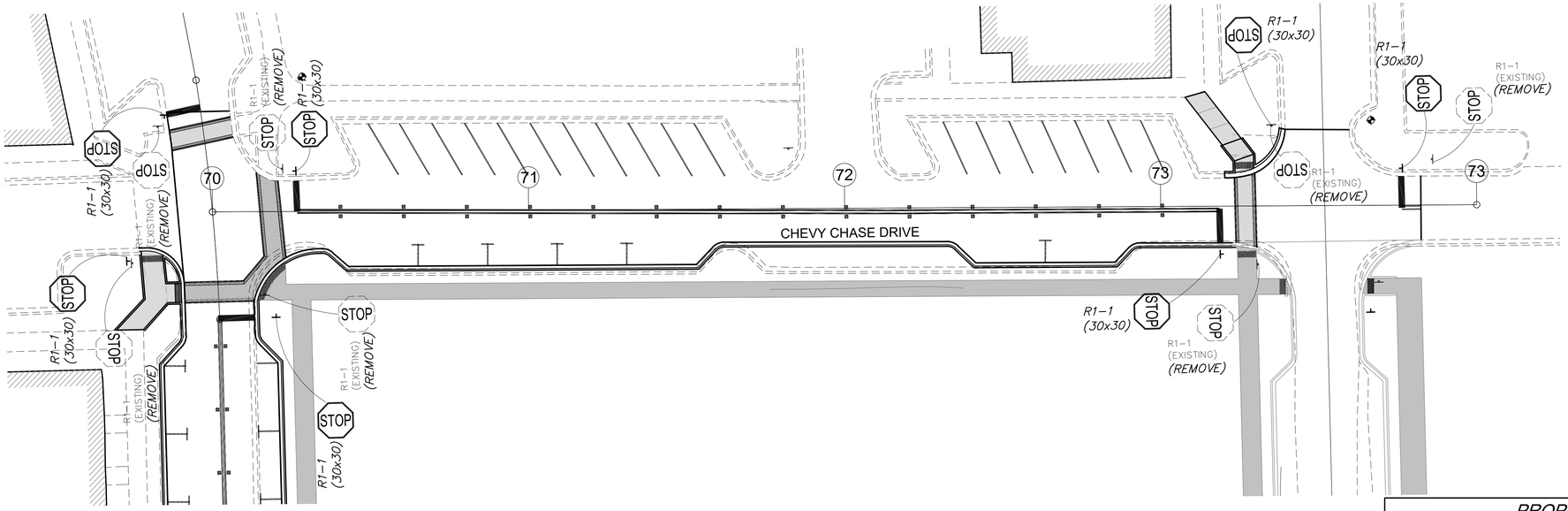
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PERMANENT SIGNING PLAN
S. 31ST AVENUE

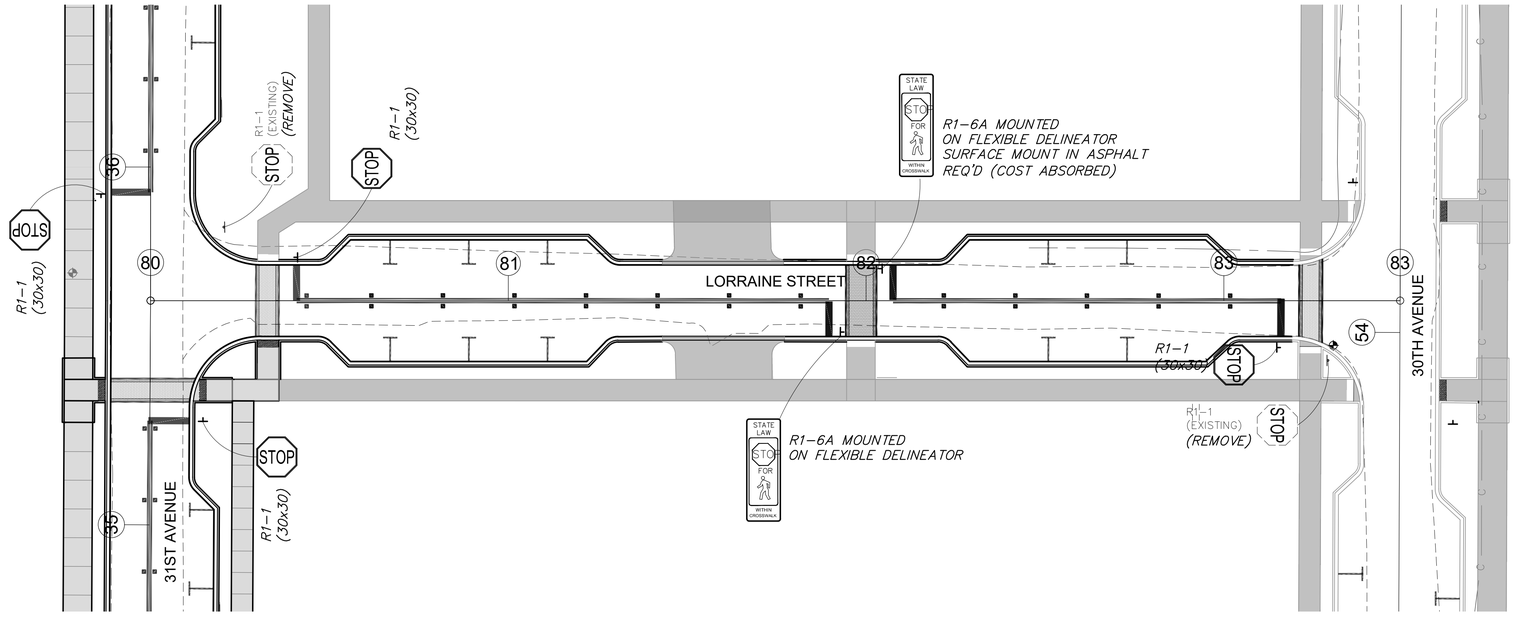
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| PSP-1 | 68 |

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| PROPOSED SIGNS | | |
|---|---|---|
| DESCRIPTION | UNIT | QUANTITY |
| R1-1 | EA | 4 |
| DECORATIVE SIGN POST | EA | 4 |
| R1-6A MOUNTED ON FLEXIBLE DELINEATOR | EA | 2 |
| REMOVAL OF SIGN | EA | 4 |

NOTE:
-SUPPLEMENTAL "ALL-WAY" PLAQUES SHALL BE MOUNTED ON ON ALL STOP SIGNS AT ALL 3-WAY AND 4-WAY STOPS.
-SUPPLEMENTAL PLAQUES SHALL BE COST ABSORBED.




GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 feet

**NOTICE TO DRAWING HOLDER**

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| DRAWING INFORMATION | |
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| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREET SCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

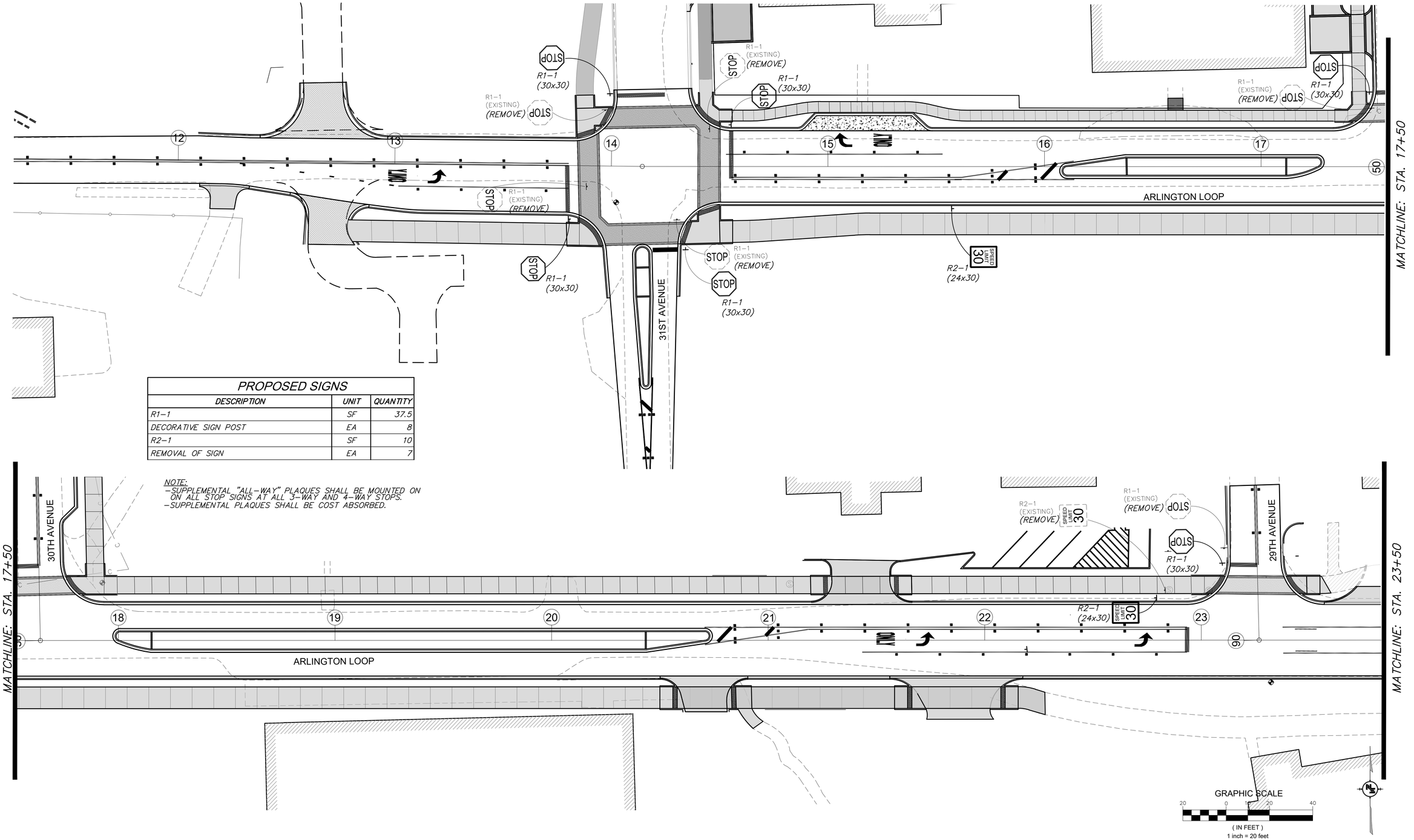
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PERMANENT SIGNING PLAN
CHEVY CHASE DRIVE
LORRAINE STREET

| WORKING NUMBER: | DRAWING NUMBER: |
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| PSP-2 | 69 |

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| PROPOSED SIGNS | | |
|---|---|---|
| DESCRIPTION | UNIT | QUANTITY |
| R1-1 | SF | 37.5 |
| DECORATIVE SIGN POST | EA | 8 |
| R2-1 | SF | 10 |
| REMOVAL OF SIGN | EA | 7 |

NOTE:
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| DRAWING INFORMATION | |
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| DSGN: GPC | DATE: 12/2022 |
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO
NON-PARTICIPATING

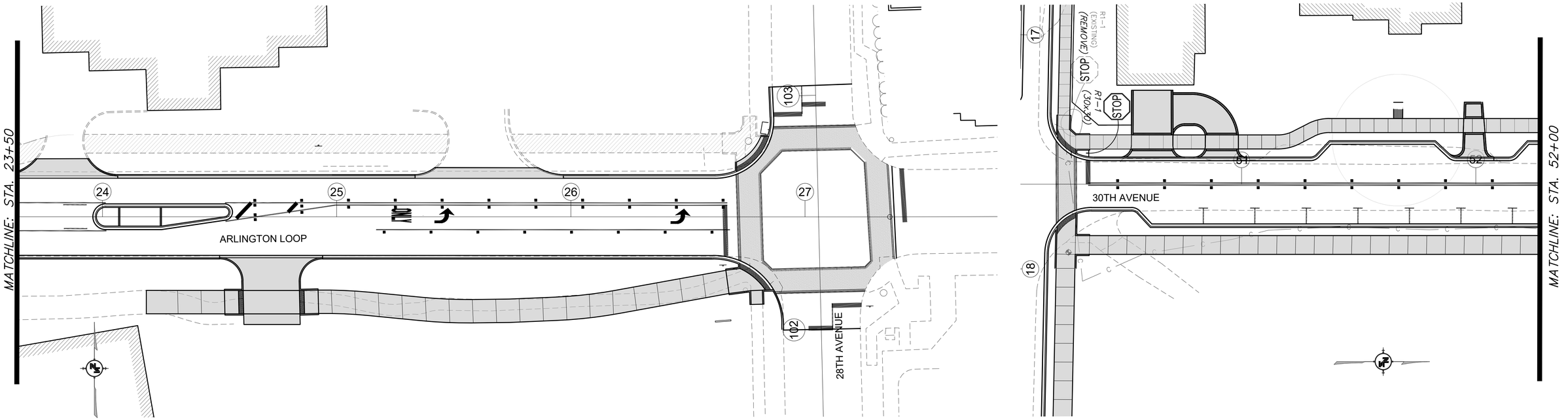
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PERMANENT SIGNING PLAN
ARLINGTON LOOP
STA. 11+00 TO STA. 23+50
NON-PARTICIPATING

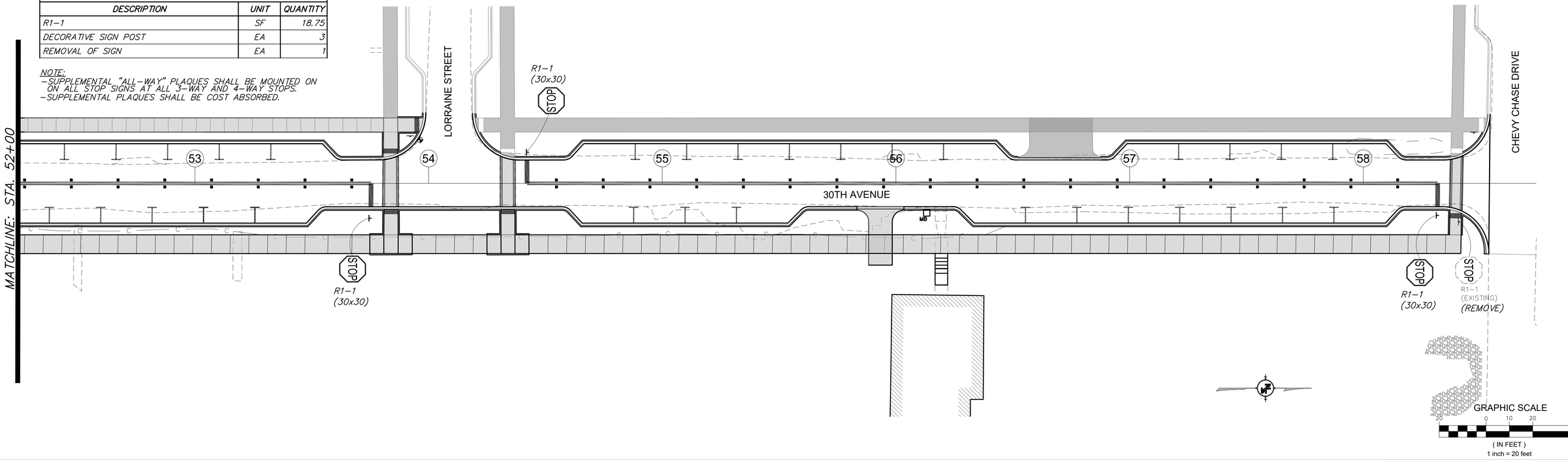
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| PSP-3 | 70 |

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| PROPOSED SIGNS | | |
|---|---|---|
| DESCRIPTION | UNIT | QUANTITY |
| R1-1 | SF | 18.75 |
| DECORATIVE SIGN POST | EA | 3 |
| REMOVAL OF SIGN | EA | 1 |

NOTE:
-SUPPLEMENTAL "ALL-WAY" PLAQUES SHALL BE MOUNTED ON ON ALL STOP SIGNS AT ALL 3-WAY AND 4-WAY STOPS.
-SUPPLEMENTAL PLAQUES SHALL BE COST ABSORBED.




NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| DSGN: GPC | DATE: 12/2022 |
| DRWN: PAN | DATE: 12/2022 |
| CHKD: | DATE: |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

PERMANENT SIGNING PLAN
ARLINGTON LOOP
STA. 23+50 TO STA. 27+50
30TH AVENUE
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| PSP-4 | 71 |

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CHEVY CHASE DRIVE

LORRAINE STREET

ARLINGTON LOOP

31ST AVENUE

30TH AVENUE

29TH AVENUE

28TH AVENUE

32ND AVENUE

LP-1

LP-2

LP-3

LP-4

LP-5

LP-6

LP-7

PT: 40+69.10

PC: 39+53.10

PI: 35+62.65

PI: 33+71.18

PI: 28+40.16

LA-1 STA. 32+88

LA-2 STA. 33+78

LA-3 STA. 34+91

LA-4 STA. 35+82

LA-5 STA. 37+76

LA-6 STA. 39+83

LA-7 STA. 13+17

LA-8 STA. 13+95

LA-9 STA. 13+81

LA-10 STA. 14+54

LA-11 STA. 14+35

LA-12 STA. 14+85

LA-13 STA. 16+20

LA-14 STA. 17+47

LA-15 STA. 17+79

LA-16 STA. 18+91

LA-17 STA. 20+25

LA-18 STA. 21+67

LA-19 STA. 23+03

LA-20 STA. 23+12

LA-21 STA. 24+52

LA-22 STA. 25+97

LA-23 STA. 26+70

LA-24 STA. 26+61

LA-25 STA. 27+41

LA-26 STA. 27+31

LA-27 STA. 51+21

LA-28 STA. 52+23

LA-29 STA. 53+26

LA-30 STA. 53+77

LA-31 STA. 54+26

LA-32 STA. 56+33

LA-33 STA. 58+28

LA-34 STA. 73+23

STA. 38+80 INSTALLED BY OTHERS

STA. 36+79 INSTALLED BY OTHERS

STA. 80+84 INSTALLED BY OTHERS

STA. 81+92 INSTALLED BY OTHERS

STA. 82+84 INSTALLED BY OTHERS

STA. 82+05 INSTALLED BY OTHERS

STA. 57+30 INSTALLED BY OTHERS

STA. 58+53 INSTALLED BY OTHERS

STA. 55+31 INSTALLED BY OTHERS

STA. 54+40 INSTALLED BY OTHERS

SECONDARY POWER CONTROLLER #1 (FOR DETAILS SEE DRAWING E12)

SECONDARY POWER CONTROLLER #2 (FOR DETAILS SEE DRAWING E12)

IRRIGATION CONTROLLER STA. 20+65

DRAWING FOR REFERENCE ONLY

GRAPHIC SCALE

0 60 90 120

( IN FEET )

1 inch = 60 ft.


NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

OVERALL LIGHTING PLAN

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| OLP-1 | E1 |


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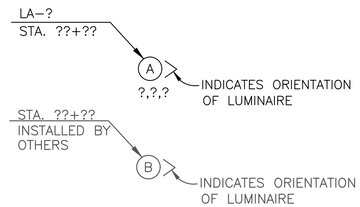
## GENERAL NOTES

1. ALL LIGHTING ASSEMBLY AND SPC LOCATIONS WILL BE STAKED IN THE FIELD BY THE CONTRACTOR. LOCATIONS ARE TO BE REVIEWED BY THE ENGINEER.
2. ALL QUANTITIES SHOWN FOR BRANCH CIRCUITS ARE APPROXIMATE AND MAY NOT REFLECT LENGTHS REQUIRED BY THE TERRAIN IN THE FIELD.
3. THE COST OF DISPOSING OF MATERIALS SHALL BE ABSORBED FOR PAYMENT IN OTHER ITEMS.
4. CONTRACTOR SHALL PROVIDE TOUCH UP PAINT, COLOR BLACK, SUPPLIED BY POLE MANUFACTURER TO MATCH POLE FINISH.
5. IT SHALL BE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.
6. WHERE CONTRACTOR ENCOUNTERS PAVED DITCHES IN ROUTING OF BRANCH CIRCUITS, HE MAY TRENCH AND REPLACE DITCH OR JACK UNDER DITCH, THIS IS NOT A SEPARATE PAY ITEM. DAMAGE TO PAVED DITCHES (AND OTHER STRUCTURES) CAUSED BY THE CONTRACTOR DURING THIS PROJECT SHALL BE REPAIRED, (AS DIRECTED BY THE ENGINEER) AT NO COST TO THE STATE.
7. ANY AREAS DISTURBED DURING CONSTRUCTION SHALL BE RESTORED BY CONTRACTOR (TO INCLUDE GRASSING AND SITE GRADING) AS DIRECTED BY THE ENGINEER (NOT A SEPARATE PAY ITEM).
8. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.
9. METAL POLES SHALL BE SHIPPED TO SITE LOCATION SECURED WITH NYLON OR OTHER SUITABLE TIE DOWN MEANS TO PREVENT DAMAGE TO POLE SURFACE. CABLE OR CHAIN LASHINGS ARE NOT TO BE USED.
10. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
11. WIRE FENCE WILL BE REQUIRED FOR ALL SILT FENCE (SEE WK. NO. TEC–1).
12. THE LOCATION AND SPACING OF SIGNS, SHOWN ON THE TRAFFIC CONTROL PLANS, ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
13. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.
14. CONTRACTOR IS TO NOTIFY ENGINEER 72 HOURS IN ADVANCE OF BORING ACTIVITIES. (6 FEET UNDER DRAINAGE STRUCTURES/PIPES).
15. ALL TREES ARE TO REMAIN. CONTRACTOR IS PROHIBITED FROM WORKING/PARKING EQUIPMENT AND VEHICLES, AND, STORING MATERIALS WITHIN 15 FEET OF THE TREES.

## ABBREVIATIONS

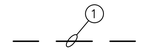
| | |
|---|---|
| @ | – AT |
| A.W.G. | – AMERICAN WIRE GUAGE |
| B.O.P. | – BEGINNING OF PROJECT |
| BRCH. | – BRANCH |
| C.L. | – CENTERLINE |
| CONC. | – CONCRETE |
| CKT | – CIRCUIT |
| CY | – CUBIC YARDS |
| ° | – DEGREE |
| DIA. OR ø | – DIAMETER |
| DWG. | – DRAWING |
| EA. | – EACH |
| E.O.P. | – END OF PROJECT |
| EW. | – EACH WAY |
| EXP. | – EXPOSED |
| FT. OR ' | – FEET |
| GALV. | – GALVANIZED |
| H.P.S. | – HIGH PRESSURE SODIUM |
| I.E.S. | – ILLUMINATING ENGINEERING SOCIETY |
| JT. | – JOINT |
| LA–? | – LIGHTING ASSEMBLY – NUMBER |
| LED | – LIGHT EMITTING DIODE |
| L.F. | – LINEAR FEET |
| L.S. | – LUMP SUM |
| LT. | – LEFT |
| MDOT | – MISSISSIPPI DEPARTMENT OF TRANSPORTATION |
| MIN. | – MINIMUM |
| MTD. | – MOUNTED |
| MTG. | – MOUNTING |
| NPS | – NOMINAL PIPE SIZE |
| N.T.S. | – NOT TO SCALE |
| NO. OR # | – NUMBER |
| O.C. | – ON CENTER |
| ± | – PLUS/MINUS |
| PSI | – POUNDS PER SQUARE INCH |
| PVC | – POLYVINYL CHLORIDE |
| RECEPT. | – RECEPTACLE |
| REIN. OR REINF. | – REINFORCEMENT |
| REQ'D. | – REQUIRED |
| RT. | – RIGHT |
| S.P.C. | – SECONDARY POWER CONTROLLER |
| SQ. | – SQUARE |
| T&B | – TOP & BOTTOM |
| (TBD) | – TO BE DETERMINED |
| THW | – THERMOLASTIC HEAT AND MOISTURE RESISTANT |
| UNGD. | – UNDERGROUND |
| W. | – WATT |
| W/ | – WITH |

## LEGEND

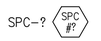



LOW MAST LIGHTING ASSEMBLY, DESIGNATION AND CIRCUIT NO., 35FT. POLE, 6 FT. MAST ARM, 1 – 120 WATT LED
^ INDICATES ORIENTATION OF THE FIXTURE TYPE III DISTRIBUTION LUMINAIRES. (TYPE 35–1–6–120)
? INDICATES CIRCUIT

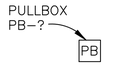
LIGHTING ASSEMBLY TO BE INSTALLED BY OTHERS




UNDERGROUND SECONDARY BRANCH CIRCUIT, NO. OF CONDUCTORS, SIZE OF CONDUIT AND CONDUCTORS




SECONDARY POWER CONTROLLER, NO.




UNDERGROUND PULL BOX




STREET C.L. STATION NUMBERS

IRR

IRRIGATION CONTROLLER

811
Know what's **below.**
**Call** before you dig.

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| REVISIONS | | | |
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| DRAWING INFORMATION | |
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| FILENAME: 16886_GN–ELEC–ABREV.dwg | |
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| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL–SCHAFFER
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GENERAL NOTES
ABBREVIATIONS AND LEGEND

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| GN-1 | E2 |

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# RECAPITULATION OF QUANTITIES

| LIGHTING ASSEMBLY | STATION | LOW MAST TYPE | | | LAMP WATTS | IES TYPE | MOUNTING HEIGHT (FT) | NUMBER OF LUMINAIRES | FOUNDATION CONC. C.Y. | UNGD. BRANCH CKT. AWG #, FT. 5 CONDUCTOR | | | | UNGD. BRANCH CKT. AWG #, FT. 3 CONDUCTOR | | | | CONDUIT WITH PULL STRING | | | | PULL BOXES | HOUSE SIDE SHIELD |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | A | | | | | | | SPECIAL LIGHTING ASSEMBLY FOUNDATION | 8 | | | | 10 | | | | 2" | | | | UNDGRD. | |
| LA–1 | 32+88 | 1 | | | 120 | III | 30 | 1 | 2.86 | 104 | | | | | | | | | | | | | 1 |
| LA–2 | 33+78 | 1 | | | 120 | III | 30 | 1 | 2.86 | 70 | | | | | | | | | | | | | 1 |
| LA–3 | 34+91 | 1 | | | 120 | III | 30 | 1 | 2.86 | 80 | | | | | | | | | | | | | |
| LA–4 | 35+82 | 1 | | | 120 | III | 30 | 1 | 2.86 | 123 | | | | | | | | | | | | | |
| LA–5 | 37+76 | 1 | | | 120 | III | 30 | 1 | 2.86 | 194 | | | | | | | | | | | | | |
| LA–6 | 39+83 | 1 | | | 120 | III | 30 | 1 | 2.86 | 207 | | | | | | | | | | | | | |
| LA–7 | 13+17 | 1 | | | 120 | III | 30 | 1 | 2.86 | 78 | | | | | | | | | | | | | |
| LA–8 | 13+95 | 1 | | | 120 | III | 30 | 1 | 2.86 | 60 | | | | | | | | | | | | | |
| LA–9 | 13+81 | 1 | | | 120 | III | 30 | 1 | 2.86 | 110 | | | | | | | | | | | | | |
| LA–10 | 14+54 | 1 | | | 120 | III | 30 | 1 | 2.86 | 166 | | | | | | | | | | | | | 1 |
| LA–11 | 14+35 | 1 | | | 120 | III | 30 | 1 | 2.86 | 61 | | | | | | | | | | | | | |
| LA–12 | 14+85 | 1 | | | 120 | III | 30 | 1 | 2.86 | 262 | | | | | | | | | | | | | |
| LA–13 | 16+20 | 1 | | | 120 | III | 30 | 1 | 2.86 | 273 | | | | | | | | | | | | | 1 |
| LA–14 | 17+47 | 1 | | | 120 | III | 30 | 1 | 2.86 | 278 | | | | | | | | | | | | | |
| LA–15 | 17+79 | 1 | | | 120 | III | 30 | 1 | 2.86 | 296 | | | | | | | | | | | | PB–2 | |
| LA–16 | 18+81 | 1 | | | 120 | III | 30 | 1 | 2.86 | 194 | | | | | | | | | | | | | |
| LA–17 | 20+25 | 1 | | | 120 | III | 30 | 1 | 2.86 | 100 | | | | | | | | | | | | PB–1 | |
| LA–18 | 21+67 | 1 | | | 120 | III | 30 | 1 | 2.86 | 92 | | | | | | | | | | | | | |
| LA–19 | 23+03 | 1 | | | 120 | III | 30 | 1 | 2.86 | 140 | | | | | | | | | | | | | |
| LA–20 | 23+12 | 1 | | | 120 | III | 30 | 1 | 2.86 | 287 | | | | | | | | | | | | | |
| LA–21 | 24+52 | 1 | | | 120 | III | 30 | 1 | 2.86 | 152 | | | | | | | | | | | | | |
| LA–22 | 25+97 | 1 | | | 120 | III | 30 | 1 | 2.86 | 285 | | | | | | | | | | | | | |
| LA–23 | 26+70 | 1 | | | 120 | III | 30 | 1 | 2.86 | 220 | | | | | | | | | | | | | |
| LA–24 | 26+61 | 1 | | | 120 | III | 30 | 1 | 2.86 | 64 | | | | | | | | | | | | | |
| LA–25 | 27+41 | 1 | | | 120 | III | 30 | 1 | 2.86 | 78 | | | | | | | | | | | | | |
| LA–26 | 27+31 | 1 | | | 120 | III | 30 | 1 | 2.86 | 72 | | | | | | | | | | | | | |
| LA–27 | 51+21 | 1 | | | 120 | III | 30 | 1 | 2.86 | 388 | | | | | | | | | | | | | 1 |
| LA–28 | 52+33 | 1 | | | 120 | III | 30 | 1 | 2.86 | 182 | | | | | | | | | | | | | |
| LA–29 | 53+26 | 1 | | | 120 | III | 30 | 1 | 2.86 | 206 | | | | | | | | | | | | | |
| LA–30 | 53+77 | 1 | | | 120 | III | 30 | 1 | 2.86 | 52 | | | | | | | | | | | | | |
| LA–31 | 54+26 | 1 | | | 120 | III | 30 | 1 | 2.86 | 193 | | | | | | | | | | | | | |
| LA–32 | 56+28 | 1 | | | 120 | III | 30 | 1 | 2.86 | 202 | | | | | | | | | | | | | 1 |
| LA–33 | 58+16 | 1 | | | 120 | III | 30 | 1 | 2.86 | 188 | | | | | | | | | | | | | |
| LA–34 | 73+23 | 1 | | | 120 | III | 30 | 1 | 2.86 | 30 | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| SPC–1 | 34+36 | | | | | | | | | | | | | | | | 70 | | | | | | |
| SPC–2 | 17+97 | | | | | | | | | | | | | | | | 60 | | | | | | |
| IRR | 20+65 | | | | | | | | | | | | | 10 | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | | 34 | | | | | | | 97.24 | 5487 | | | | 10 | | | 130 | | | | 2 | 6 | |


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| DRAWING INFORMATION | |
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| SCALE: N.T.S. | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

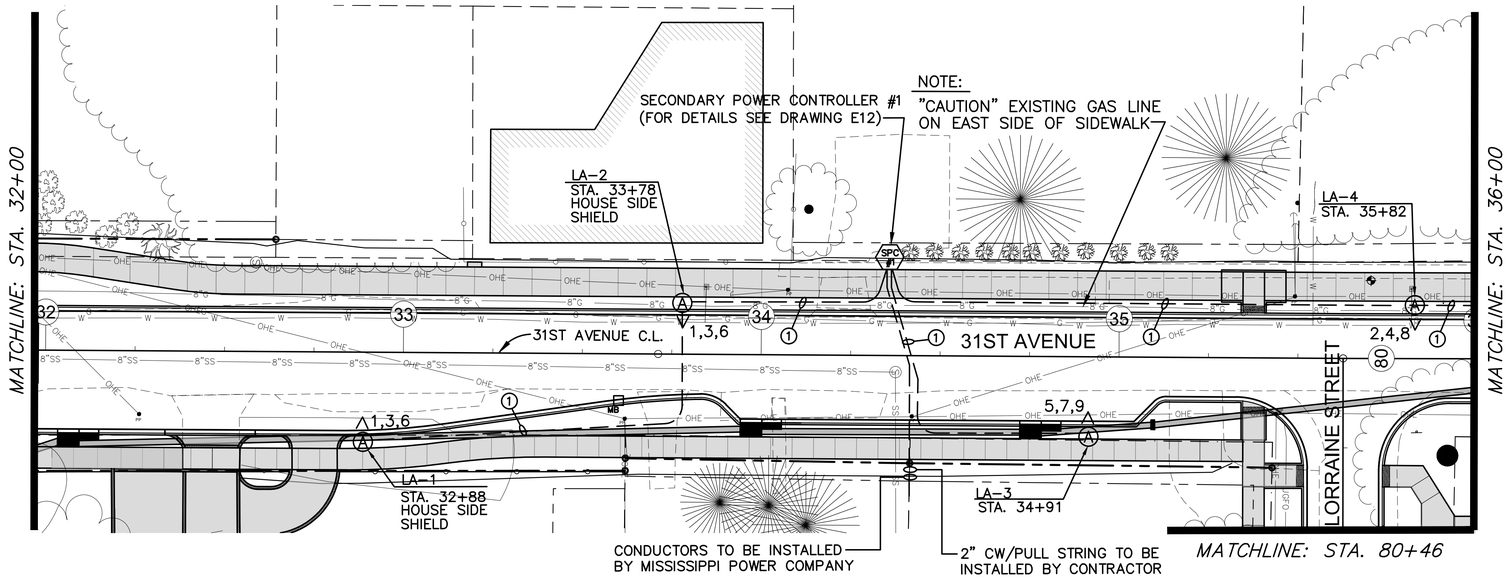
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

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RECAPITULATION OF QUANTITIES

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LQ-1 | E3 |


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NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E13 FOR FOUNDATION INFORMATION.

| POLES LOCATION | | |
|---|---|---|
| NO. | STATION | REMARKS |
| LA-1 | 32+88 | 31ST AVENUE C.L. |
| LA-2 | 33+78 | 31ST AVENUE C.L. |
| LA-3 | 34+91 | 31ST AVENUE C.L. |
| LA-4 | 35+82 | 31ST AVENUE C.L. |

| CONDUIT AND CONDUCTOR SCHEDULE | | |
|---|---|---|
| ① | 2" C W/4#8,1#8 GRD | POWER |
| ② | 1" C W/2#12,1#12 GRD | POWER |

SECONDARY POWER CONTROLLER

SPC # 1 STATION 34+36
LOCATION LT. OF 31ST AVENUE C.L.
BUS 100 AMPERE 100 AMPERE MCB
120/240 VOLTS 1 PHASE 3 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet


NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| N-S PROJECT NO.: NS.16886.02 | |
| FILENAME: 16886_Lighting Plan SA.dwg | |
| SCALE: 1"=20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

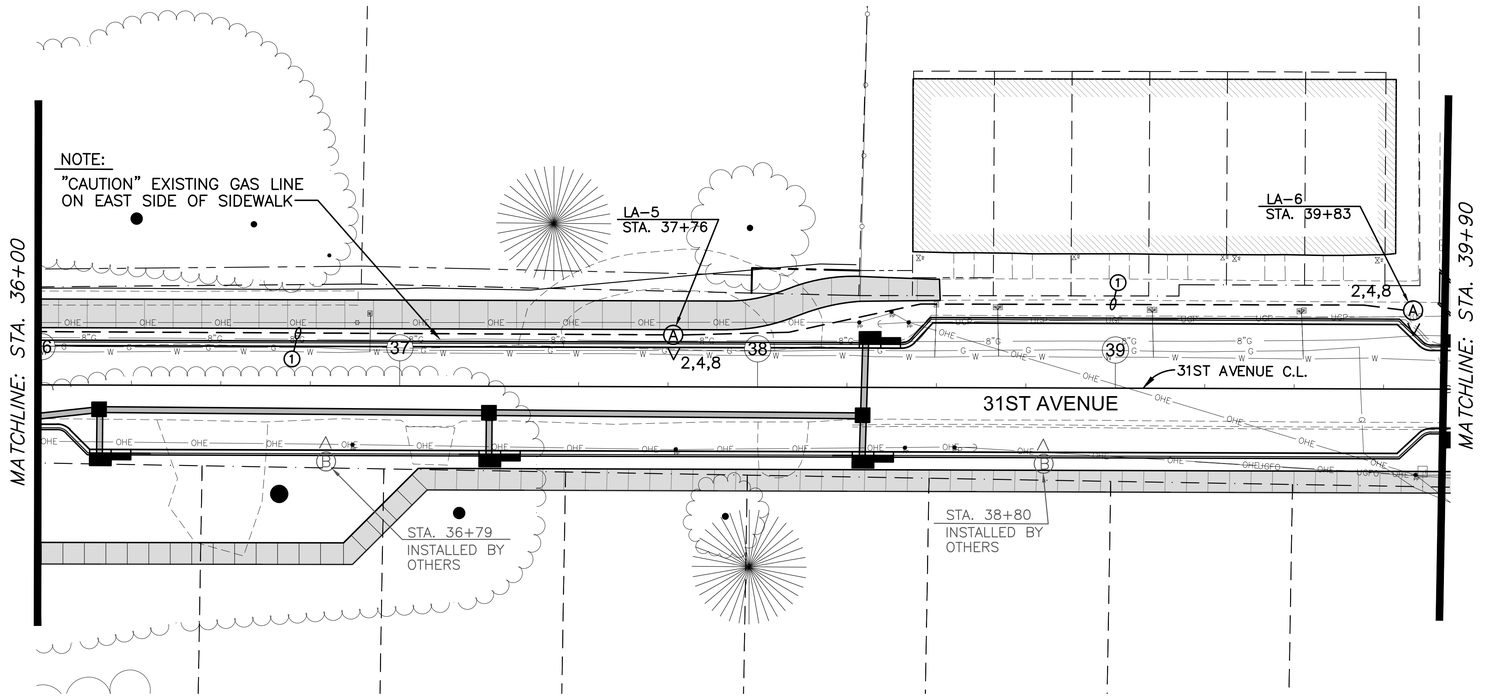
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HATTIESBURG, MISSISSIPPI

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LIGHTING PLAN
S. 31ST AVENUE
STA. 32+00 TO STA. 36+00

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LP-1 | E4 |


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NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E13 FOR FOUNDATION INFORMATION.

| POLES LOCATION | | |
|---|---|---|
| NO. | STATION | REMARKS |
| LA-5 | 37+76 | 31ST AVENUE C.L. |
| LA-6 | 39+83 | 31ST AVENUE C.L. |

| CONDUIT AND CONDUCTOR SCHEDULE | |
|---|---|
| ① | 2" C W/4#8,1#8 GRD POWER |
| ② | 1" C W/2#12,1#12 GRD POWER |

GRAPHIC SCALE

0 10 20 40

1 inch = 20 feet


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| DRAWING INFORMATION | | |
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| FILENAME: 16886_Lighting Plan SA.dwg | | |
| SCALE: 1"=20' | | |
| SURVEYED BY: MAPTECH | | |
| DSGN: KC/VR | DATE: 02/2024 | |
| DRWN: JEM | DATE: 02/2024 | |
| CHKD: GPC | DATE: 02/2024 | |
| QA/QC: | DATE: | |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

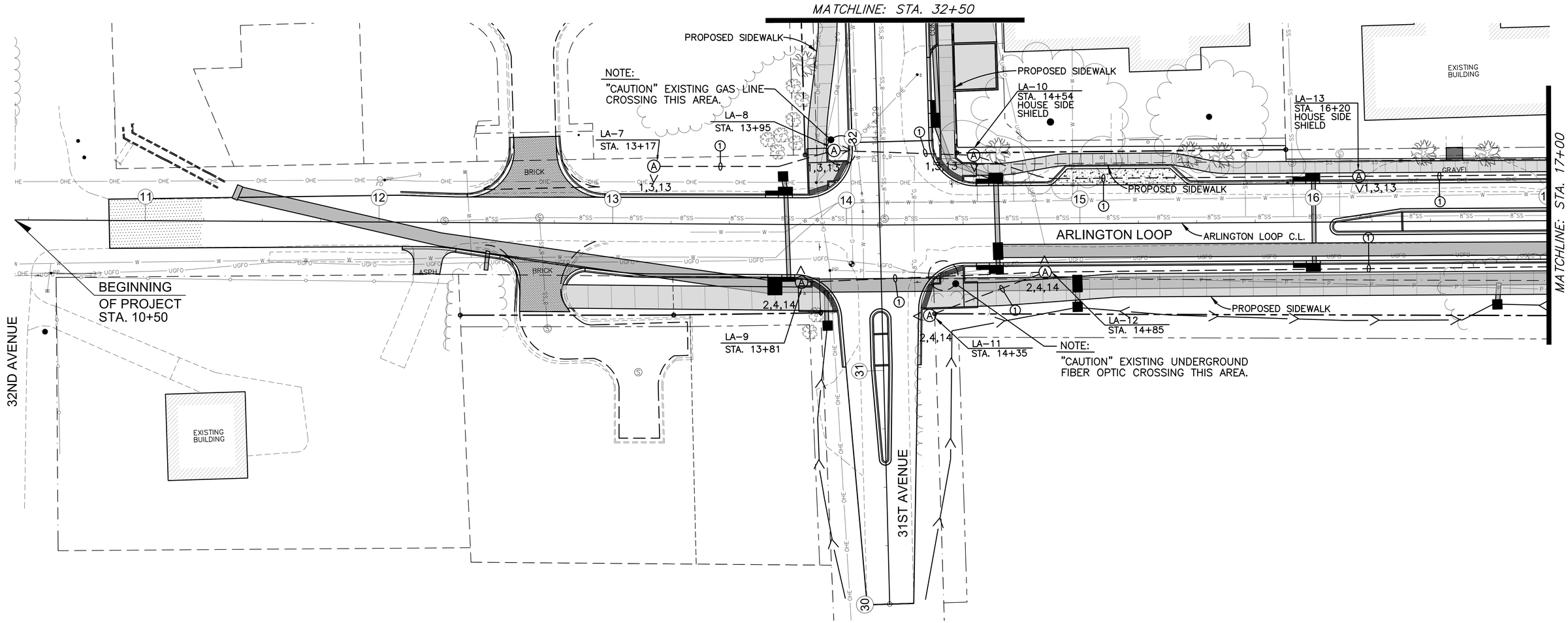
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
S. 31ST AVENUE
STA. 36+00 TO STA. 39+90

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LP-2 | E5 |

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NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E13 FOR FOUNDATION INFORMATION.

| POLES LOCATION | | |
|---|---|---|
| NO. | STATION | REMARKS |
| LA-7 | 13+17 | ARLINGTON LOOP C.L. |
| LA-8 | 13+95 | ARLINGTON LOOP C.L. |
| LA-9 | 13+81 | ARLINGTON LOOP C.L. |
| LA-10 | 14+54 | ARLINGTON LOOP C.L. |
| LA-11 | 14+35 | ARLINGTON LOOP C.L. |
| LA-12 | 14+85 | ARLINGTON LOOP C.L. |
| LA-13 | 16+20 | ARLINGTON LOOP C.L. |

| CONDUIT AND CONDUCTOR SCHEDULE | | |
|---|---|---|
| ① | 2" C W/4#8,1#8 GRD | POWER |
| ② | 1" C W/2#12,1#12 GRD | POWER |

GRAPHIC SCALE

0 10 20 40

1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
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| FILENAME: 16886_Lighting Plan Cty.dwg | |
| SCALE: 1"=20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

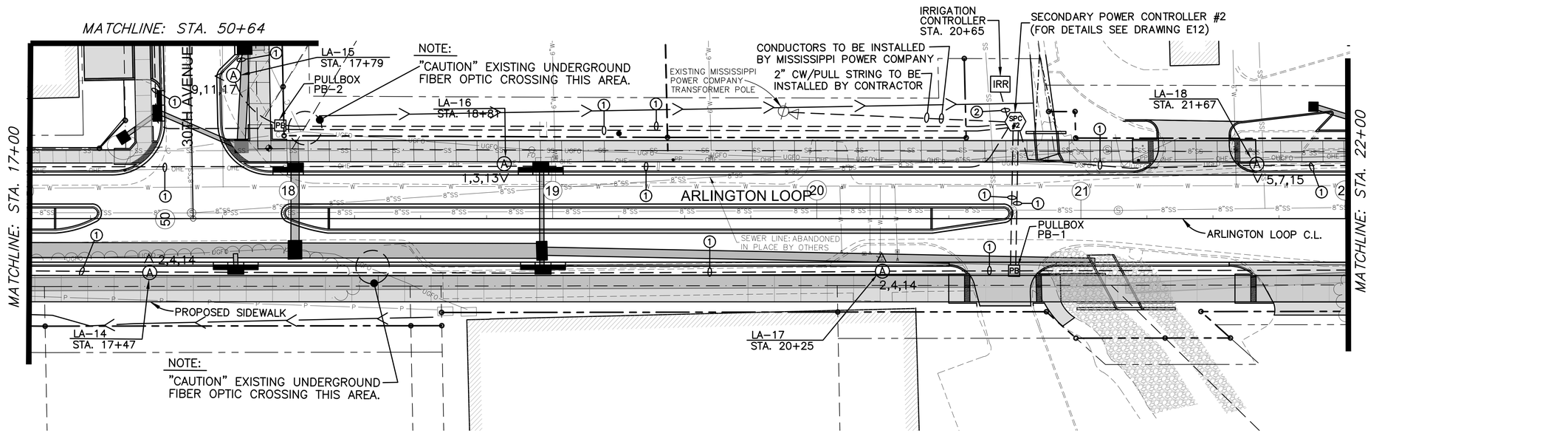
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
ARLINGTON LOOP
STA. 10+50 TO STA. 17+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LP-3 | E6 |

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NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E13 FOR FOUNDATION INFORMATION.

| POLES LOCATION | | |
|---|---|---|
| NO. | STATION | REMARKS |
| LA-14 | 17+47 | ARLINGTON LOOP C.L. |
| LA-15 | 17+79 | ARLINGTON LOOP C.L. |
| LA-16 | 18+81 | ARLINGTON LOOP C.L. |
| LA-17 | 20+25 | ARLINGTON LOOP C.L. |
| LA-18 | 21+67 | ARLINGTON LOOP C.L. |

| CONDUIT AND CONDUCTOR SCHEDULE | |
|---|---|
| ① | 2" C W/4#8,1#8 GRD POWER |
| ② | 1" C W/2#12,1#12 GRD POWER |

SECONDARY POWER CONTROLLER

SPC # 2 STATION 20+75
LOCATION LT. OF ARLINGTON LOOP C.L.
BUS 100 AMPERE 100 AMPERE MCB
120/240 VOLTS 1 PHASE 3 WIRE 60 HZ.
SURFACE MOUNTED-NEMA 3R-COPPER BUS
BOTTOM FED WITH GROUND BUS
FEEDER SIZE #2

GRAPHIC SCALE
0 10 20 40
1 inch = 20 feet

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

| REVISIONS | | | |
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| DRAWING INFORMATION | |
|---|---|
| N-S PROJECT NO.: NS.16886.02 | |
| FILENAME: 16886_Lighting Plan Cty.dwg | |
| SCALE: 1"=20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

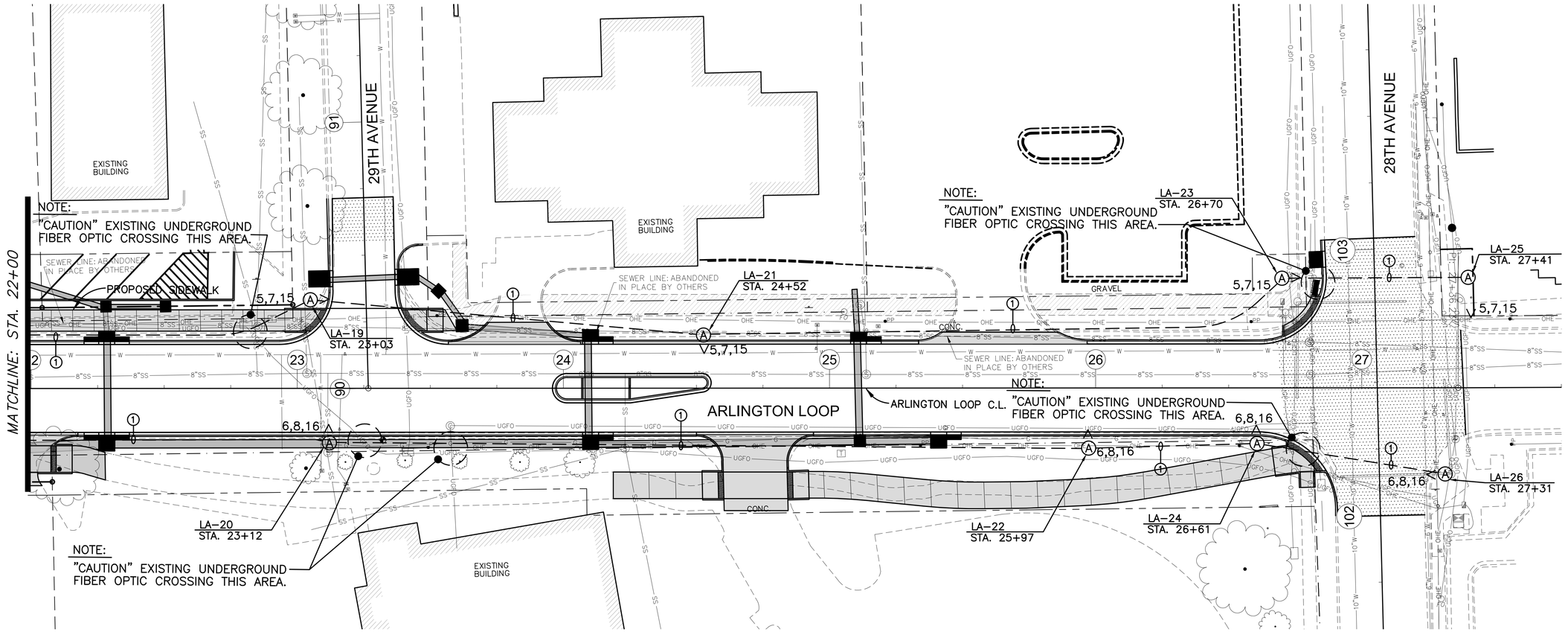
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
ARLINGTON LOOP
STA. 17+00 TO STA. 22+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LP-4 | E7 |

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| POLES LOCATION | | |
|---|---|---|
| NO. | STATION | REMARKS |
| LA-19 | 23+03 | ARLINGTON LOOP C.L. |
| LA-20 | 23+12 | ARLINGTON LOOP C.L. |
| LA-21 | 24+52 | ARLINGTON LOOP C.L. |
| LA-22 | 25+97 | ARLINGTON LOOP C.L. |
| LA-23 | 26+70 | ARLINGTON LOOP C.L. |
| LA-24 | 26+61 | ARLINGTON LOOP C.L. |
| LA-25 | 27+41 | ARLINGTON LOOP C.L. |
| LA-26 | 27+31 | ARLINGTON LOOP C.L. |

| CONDUIT AND CONDUCTOR SCHEDULE | |
|---|---|
| ① | 2" C W/4#8,1#8 GRD POWER |
| ② | 1" C W/2#12,1#12 GRD POWER |

NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E13 FOR FOUNDATION INFORMATION.

GRAPHIC SCALE

0 10 20 40

1 inch = 20 feet


NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.


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| DRAWING INFORMATION | |
|---|---|
| N-S PROJECT NO.: NS.16886.02 | |
| FILENAME: 16886_Lighting Plan Cty.dwg | |
| SCALE: 1"=20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

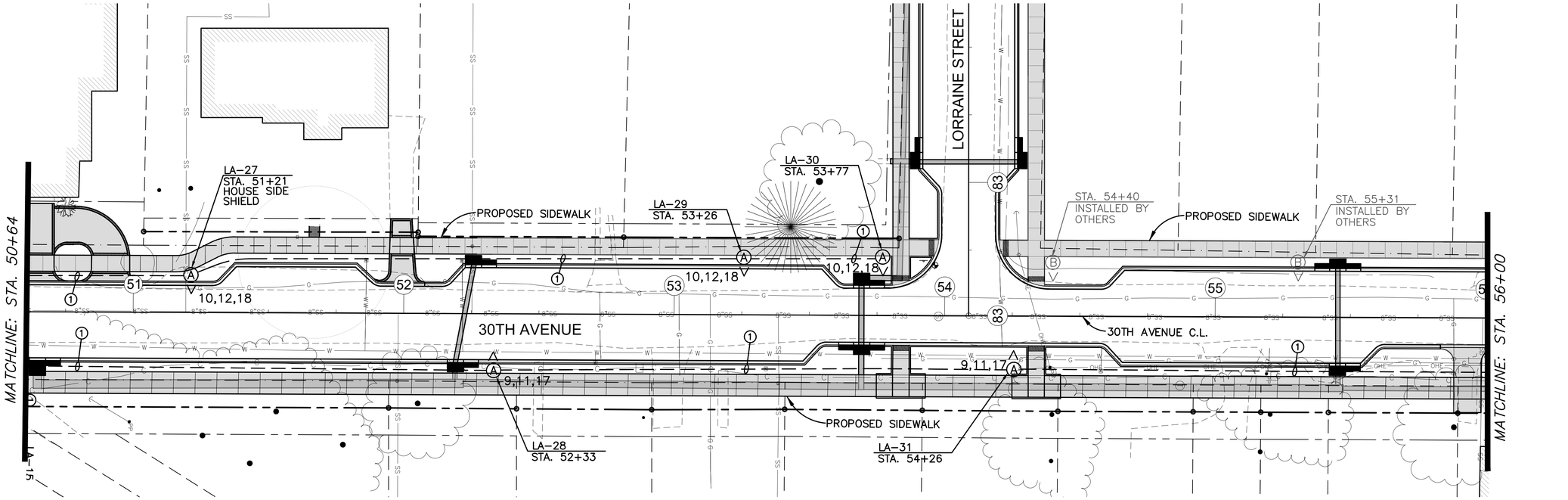
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
ARLINGTON LOOP
STA. 22+00 TO STA. 27+75
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LP-5 | E8 |


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NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E13 FOR FOUNDATION INFORMATION.

| POLES LOCATION | | |
|---|---|---|
| NO. | STATION | REMARKS |
| LA-27 | 51+21 | 30TH AVENUE C.L. |
| LA-28 | 52+33 | 30TH AVENUE C.L. |
| LA-29 | 53+26 | 30TH AVENUE C.L. |
| LA-30 | 53+77 | 30TH AVENUE C.L. |
| LA-31 | 54+26 | 30TH AVENUE C.L. |

| CONDUIT AND CONDUCTOR SCHEDULE | | |
|---|---|---|
| ① | 2" C W/4#8,1#8 GRD | POWER |
| ② | 1" C W/2#12,1#12 GRD | POWER |

GRAPHIC SCALE

0 10 20 40

1 inch = 20 feet


NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
|---|---|
| N-S PROJECT NO.: NS.16886.02 | |
| FILENAME: 16886_Lighting Plan Cty.dwg | |
| SCALE: 1"=20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

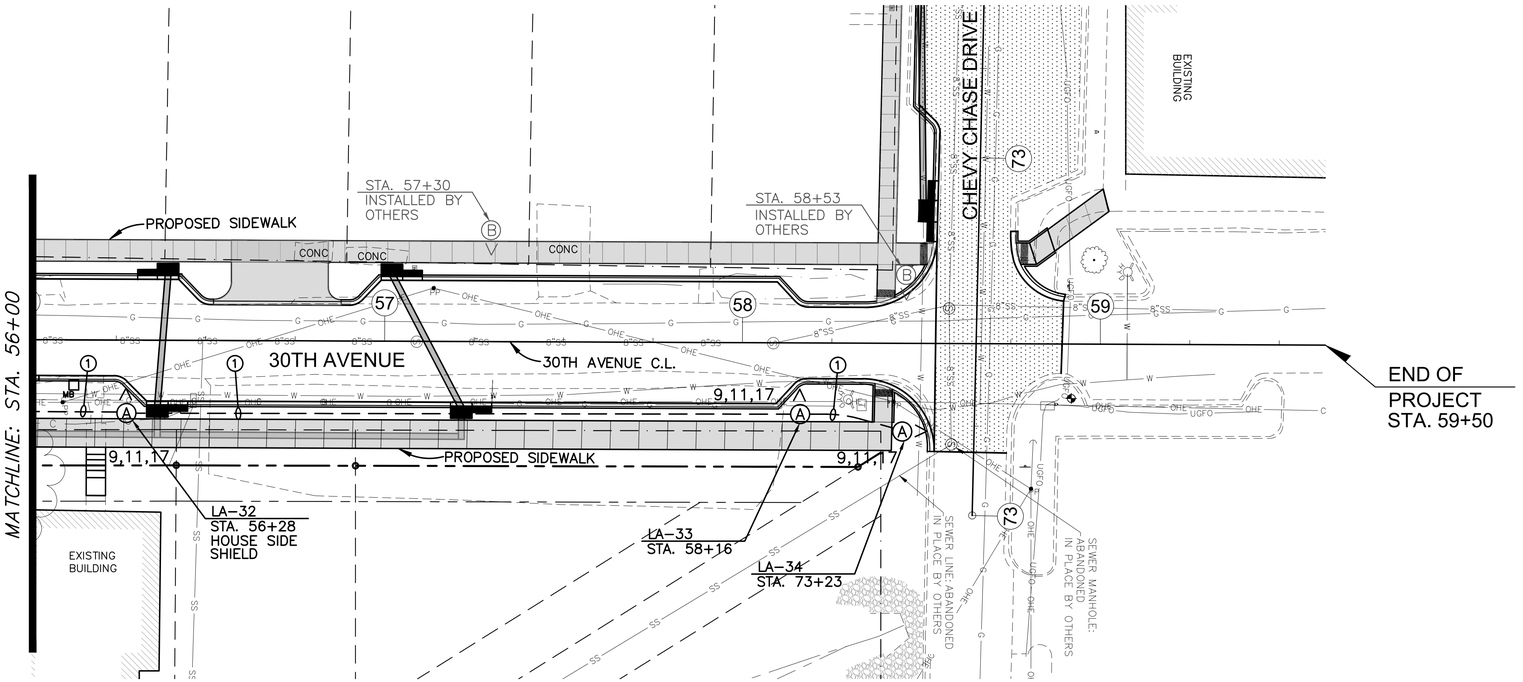
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING PLAN
30TH AVENUE
STA. 50+64 TO STA. 56+00
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LP-6 | E9 |


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NOTES

1. THE LOCATION OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN AN APPROXIMATE MANNER ONLY. THE CONTRACTOR SHALL DETERMINE ALL EXISTING UTILITIES BEFORE COMMENCING WORK.
2. SEE DRAWING E13 FOR FOUNDATION INFORMATION.

| POLES LOCATION | | |
|---|---|---|
| NO. | STATION | REMARKS |
| LA-32 | 56+28 | 30TH AVENUE C.L. |
| LA-33 | 58+16 | 30TH AVENUE C.L. |
| LA-34 | 73+23 | 30TH AVENUE C.L. |

| CONDUIT AND CONDUCTOR SCHEDULE | |
|---|---|
| ① | 2" C W/4#8,1#8 GRD POWER |
| ② | 1" C W/2#12,1#12 GRD POWER |

GRAPHIC SCALE

0 10 20 40

1 inch = 20 feet


NOTICE TO DRAWING HOLDER

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| DRAWING INFORMATION | |
|---|---|
| N-S PROJECT NO.: NS.16886.02 | |
| FILENAME: 16886_Lighting Plan Cty.dwg | |
| SCALE: 1"=20' | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

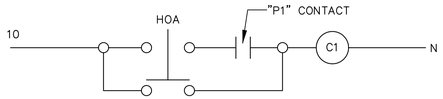
LIGHTING PLAN
30TH AVENUE
STA. 56+00 TO STA. 59+50
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LP-7 | E10 |

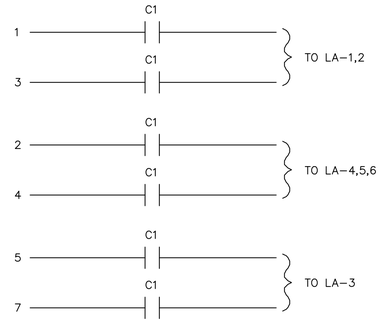

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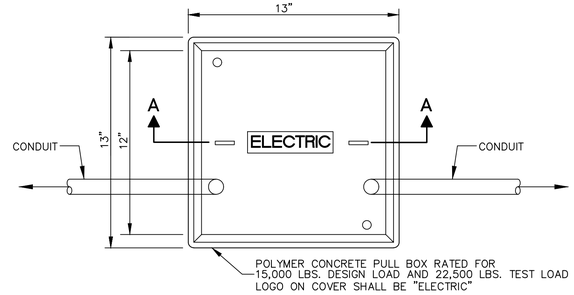
## PANEL SPC-1 SCHEDULE

| CIRCUIT NUMBER | WIRE SIZE | BREAKER SIZE | DESCRIPTION OF LOAD | LOAD KVA | KVA PER PHASE A | KVA PER PHASE B | KVA PER PHASE C | LOAD KVA | DESCRIPTION OF LOAD | BREAKER SIZE | WIRE SIZE | CIRCUIT NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | #8 | 20A/2P | LA-1,2 | 0.12 | 0.30 | | | 0.18 | LA-4,5,6 | 20A/2P | #8 | 2 |
| 3 | #8 | – | – | 0.12 | | 0.30 | | 0.18 | – | – | #8 | 4 |
| 5 | #8 | 20A/2P | LA-3 | 0.06 | 0.46 | | | 0.40 | RECEPT. LA-1,2 | 20A/1P | #8 | 6 |
| 7 | #8 | – | – | 0.06 | | 0.66 | | 0.60 | RECEPT. LA-4,5,6 | 20A/1P | #8 | 8 |
| 9 | #8 | 20A/1P | RECEPT. LA-3 | 0.20 | 0.40 | | | 0.20 | LIGHTING CONTROLS | 20A/1P | #8 | 10 |
| 11 | | | | | | | | | | | | 12 |
| 13 | | | | | | | | | | | | 14 |
| 15 | | | | | | | | | | | | 16 |
| 17 | | | | | | | | | | | | 18 |
| 19 | | | | | | | | | | | | 20 |
| 21 | | | | | | | | | | | | 22 |
| 23 | | | | | | | | | | | | 24 |
| POWER PANEL SPC-1 LOCATED ON STRUCTURE | | | TOTAL KVA | | 1.16 | 0.96 | | SERVICE CHARACTERISTICS: 120/240V – 1 PHASE – 3 WIRE – 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE GROUND BUS NEMA 3R CABINET | | | | | |
| | | | GRAND CONNECTED TOTAL KVA | | 2.12 | | | | | | | |

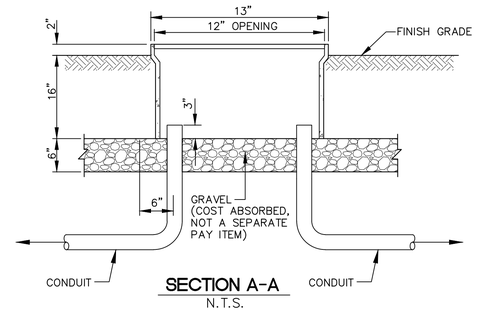



1 LD-1 **LIGHTING CONTROL CIRCUIT**
N.T.S.




**PLAN**
N.T.S.

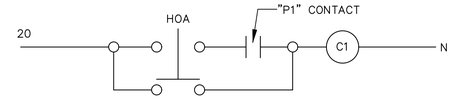



**SECTION A-A**
N.T.S.

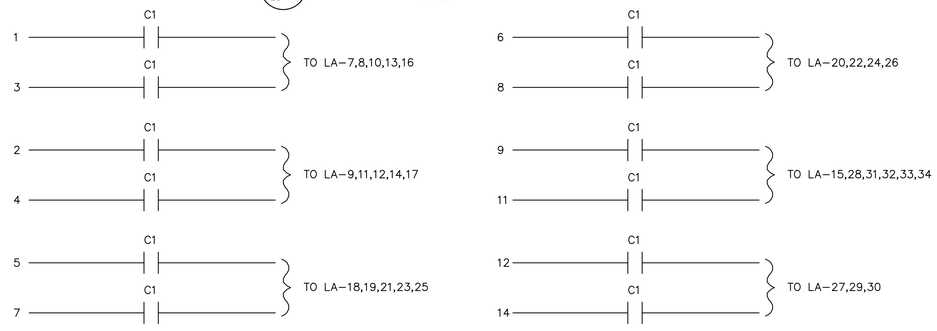
3 LD-1 **UNDERGROUND PULLBOX**
N.T.S.

## PANEL SPC-2 SCHEDULE

| CIRCUIT NUMBER | WIRE SIZE | BREAKER SIZE | DESCRIPTION OF LOAD | LOAD KVA | KVA PER PHASE A | KVA PER PHASE B | KVA PER PHASE C | LOAD KVA | DESCRIPTION OF LOAD | BREAKER SIZE | WIRE SIZE | CIRCUIT NUMBER |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | #8 | 20A/2P | LA-7,8,10,13,16 | 0.30 | 0.60 | | | 0.30 | LA-9,11,12,14,17 | 20A/2P | #8 | 2 |
| 3 | #8 | – | – | 0.30 | | 0.60 | | 0.30 | – | – | #8 | 4 |
| 5 | #8 | 20A/2P | LA-18,19,21,23,25 | 0.30 | 0.54 | | | 0.24 | LA-20,22,24,26 | 20A/2P | #8 | 6 |
| 7 | #8 | – | – | 0.30 | | 0.54 | | 0.24 | – | – | #8 | 8 |
| 9 | #8 | 20A/2P | LA-15,28,31,32,33,34 | 0.36 | 0.54 | | | 0.18 | LA-27,29,30 | 20A/2P | #8 | 10 |
| 11 | #8 | – | – | 0.36 | | 0.54 | | 0.18 | – | – | #8 | 12 |
| 13 | #8 | 20A/1P | RECEPT. 7,8,10,13,16 | 1.00 | 2.00 | | | 1.00 | RECEPT. 9,11,12,14,17 | 20A/1P | #8 | 14 |
| 15 | #8 | 20A/1P | RECEPT. 18,19,21,23,25 | 1.00 | | 1.80 | | 0.80 | RECEPT. 20,22,24,26 | 20A/1P | #8 | 16 |
| 17 | #8 | 20A/1P | RECEPT. 28,31,32,33,34 | 1.20 | 1.80 | | | 0.60 | RECEPT. 27,29,30 | 20A/1P | #8 | 18 |
| 19 | #12 | 20A/1P | IRRIGATION CONTROLLER | 0.50 | | 0.70 | | 0.20 | LIGHTING CONTROLS | 20A/1P | #8 | 20 |
| 21 | | | | | | | | | | | | 22 |
| 23 | | | | | | | | | | | | 24 |
| 25 | | | | | | | | | | | | 26 |
| 27 | | | | | | | | | | | | 28 |
| 29 | | | | | | | | | | | | 30 |
| POWER PANEL SPC-2 LOCATED ON STRUCTURE | | | TOTAL KVA | | 5.48 | 4.18 | | SERVICE CHARACTERISTICS: 120/240V – 1 PHASE – 3 WIRE – 60 Hz. 100 AMP. MAIN BREAKER WITH 100 AMP. BUS PROVIDE GROUND BUS NEMA 3R CABINET | | | | | |
| | | | GRAND CONNECTED TOTAL KVA | | 9.66 | | | | | | | |




2 LD-1 **LIGHTING CONTROL CIRCUIT**
N.T.S.





**NOTICE TO DRAWING HOLDER**

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| REVISIONS | | | |
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| NO. | DATE | BY | DESCRIPTION |
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| DRAWING INFORMATION | |
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| N-S PROJECT NO.: NS.16886.02 | |
| FILENAME: 16886_ELEC-DET-1.dwg | |
| SCALE: N.T.S. | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

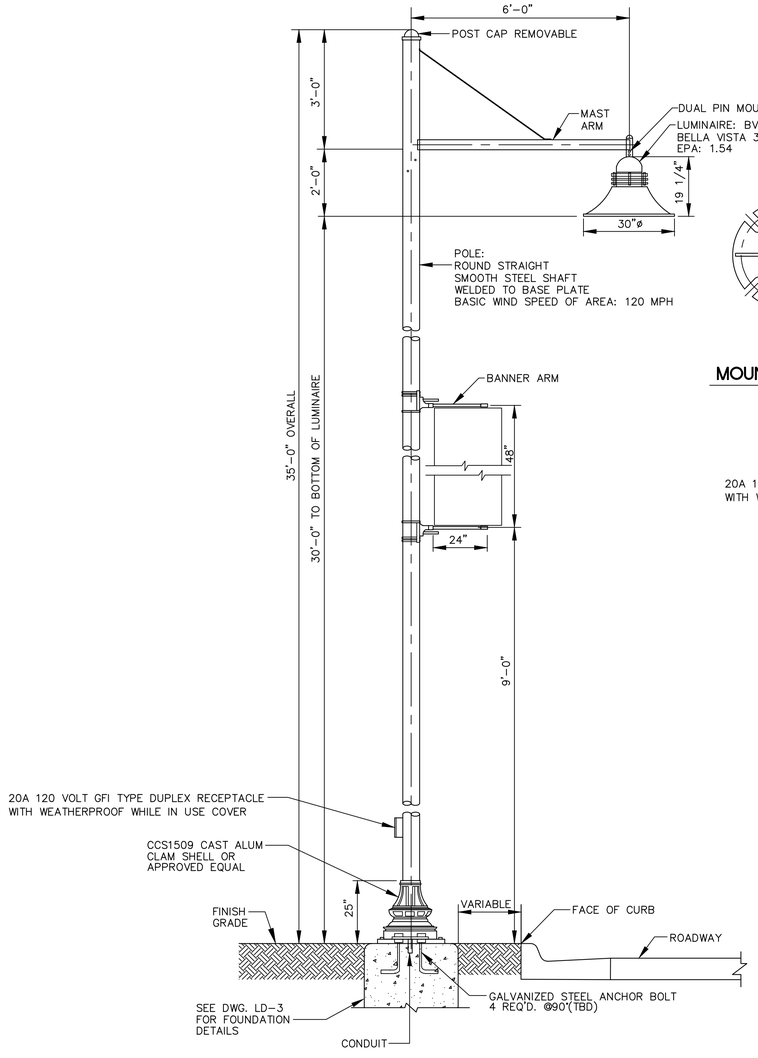
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
Solutions you can build upon

LIGHTING DETAILS I

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LD-1 | E11 |

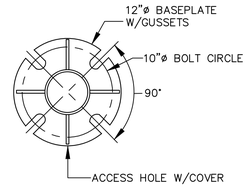

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TYPE "A"

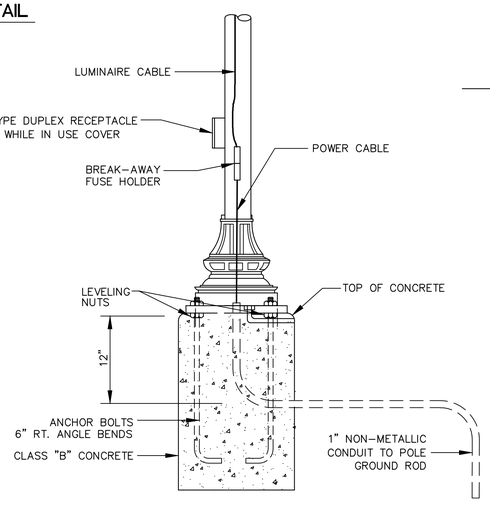
1 LD-2 **TYPICAL LOWMAST LIGHTING ASSEMBLY DETAIL**

N.T.S.




**MOUNTING DETAIL**

N.T.S.

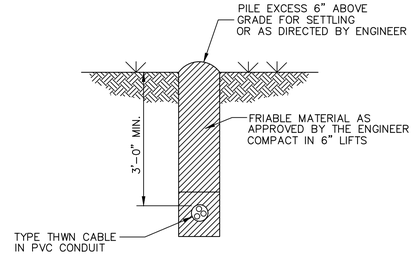



SIDE VIEW

2 LD-2 **FOUNDATION DETAIL**

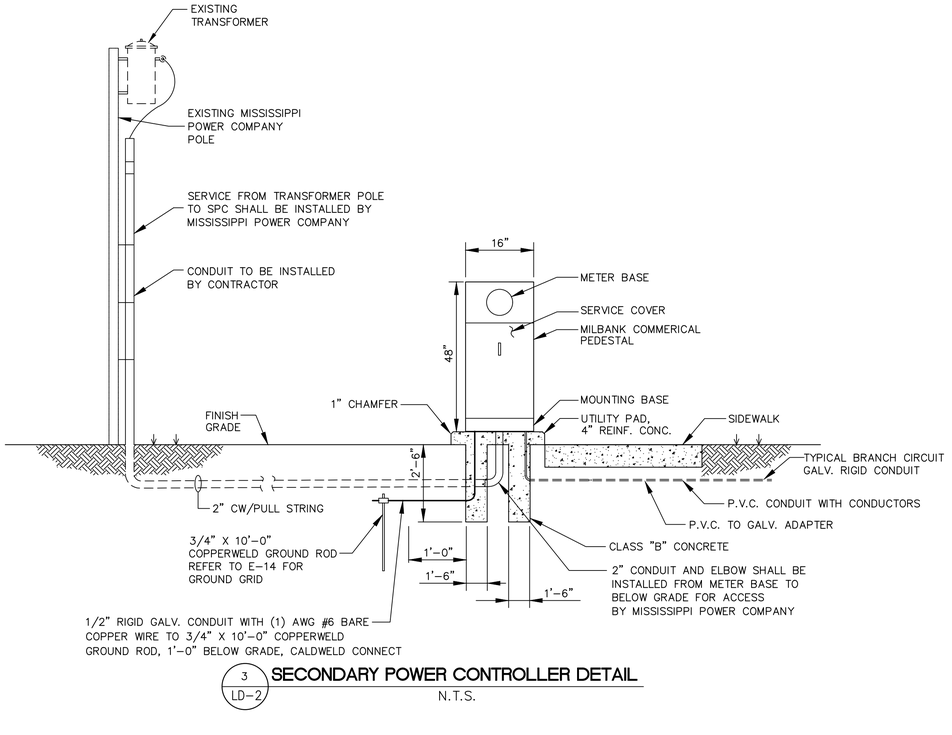
**LIGHTING ASSEMBLY**

N.T.S.



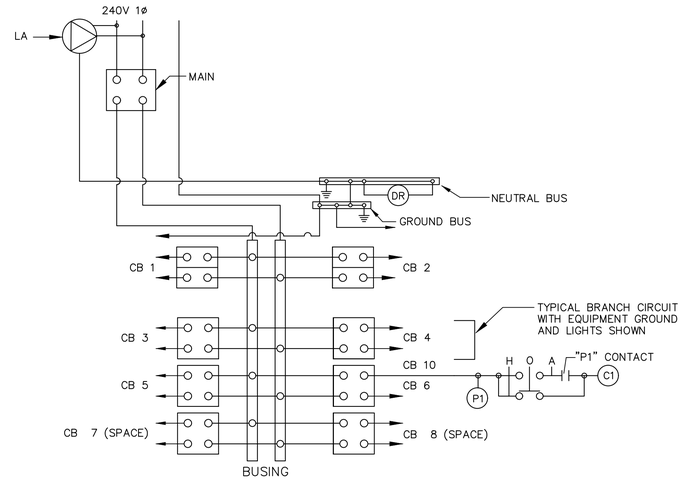

5 LD-2 **LIGHTING CABLE TRENCHING DETAIL**

N.T.S.




3 LD-2 **SECONDARY POWER CONTROLLER DETAIL**

N.T.S.




4 LD-2 **SCHEMATIC OF LIGHTING CONTROLLER DETAIL**

N.T.S.

MAIN CIRCUIT BREAKER, REFER TO SECONDARY POWER CONTROLLER SCHEDULE FOR AMPERE RATING, 600V, 2 POLE
H.O.A. – HAND-OFF-AUTO. SELECTOR SWITCH
C1– CONTACTOR
CB – BRANCH CIRCUIT BREAKER (NO. AS REQ'D ON SCHEDULE)
* LA – LIGHTNING ARRESTER
DR – DUPLEX RECEPTACLE
* P1 – PHOTOELECTRIC CONTROL

**NOTES:**

1. ALL COMPONENTS LOCATED INSIDE NEMA 3R EXCEPT THOSE NOTED WITH (*)
2. LABEL BREAKERS AS TO CIRCUIT NUMBER USE PHENOLIC ENGRAVED LABELS


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| DRAWING INFORMATION | | |
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| FILENAME: 16886_ELEC-DET-2.dwg | | |
| SCALE: N.T.S. | | |
| SURVEYED BY: MAPTECH | | |
| DSGN: KC/VR | DATE: 02/2024 | |
| DRWN: JEM | DATE: 02/2024 | |
| CHKD: GPC | DATE: 02/2024 | |
| QA/QC: | DATE: | |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

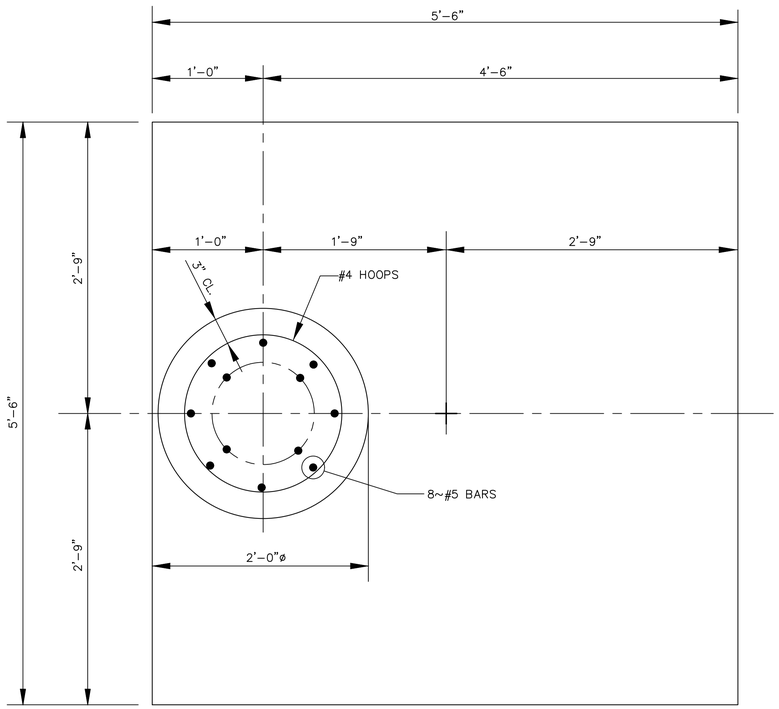
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MISSISSIPPI

NEEL-SCHAFFER
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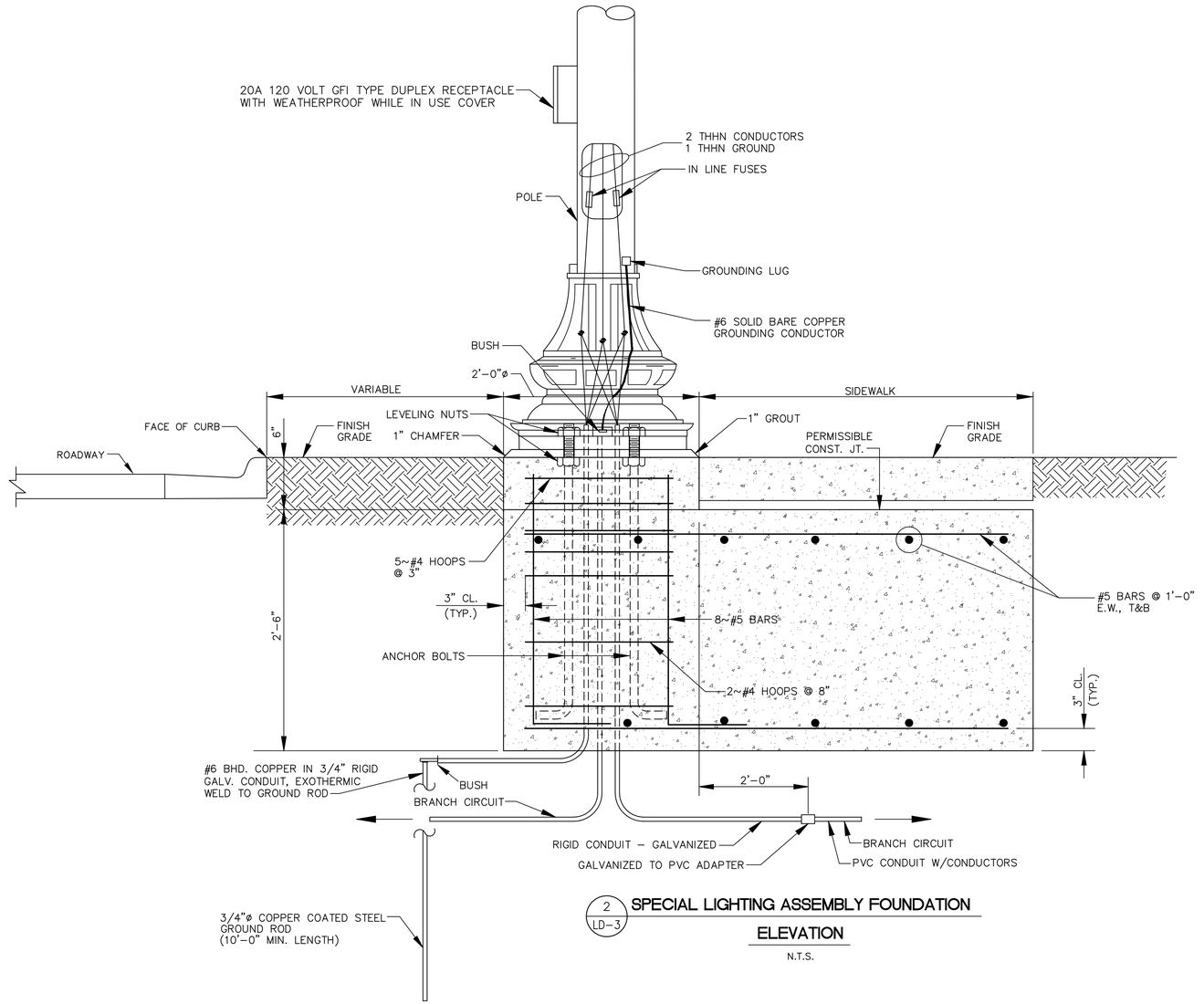
LIGHTING DETAILS II

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LD-2 | E12 |


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1 LD-3 **PLAN**
N.T.S.




2 LD-3 **SPECIAL LIGHTING ASSEMBLY FOUNDATION ELEVATION**
N.T.S.


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| DRAWING INFORMATION | |
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| FILENAME: 16886_ELEC-DET-3.dwg | |
| SCALE: N.T.S. | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

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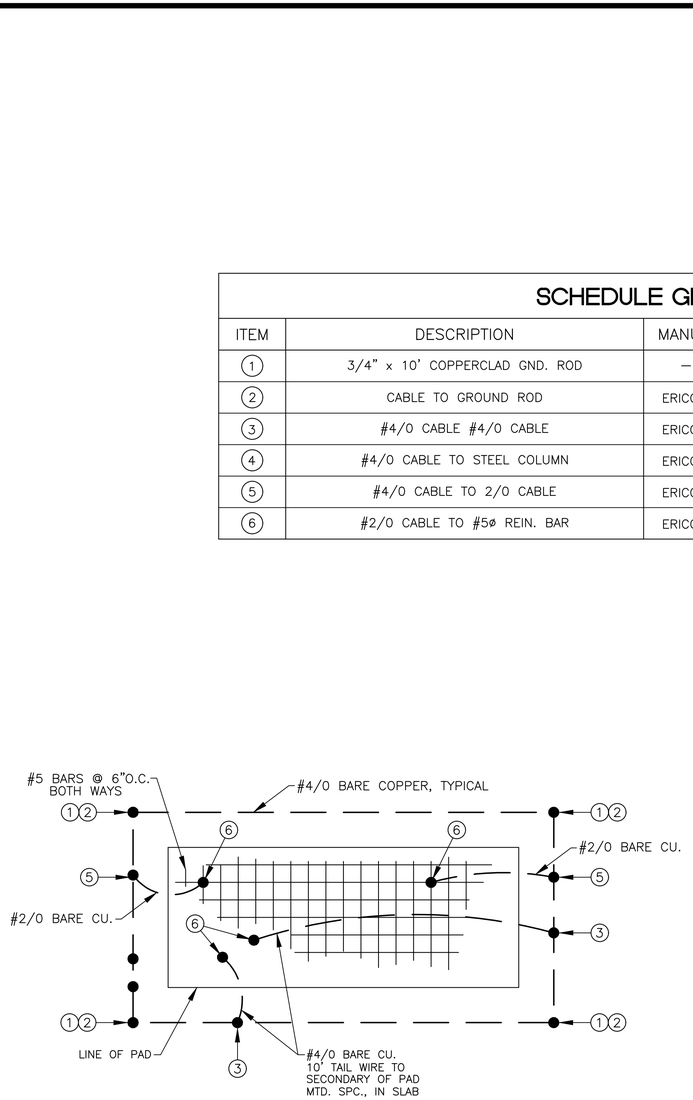
LIGHTING DETAILS III

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LD-3 | E13 |


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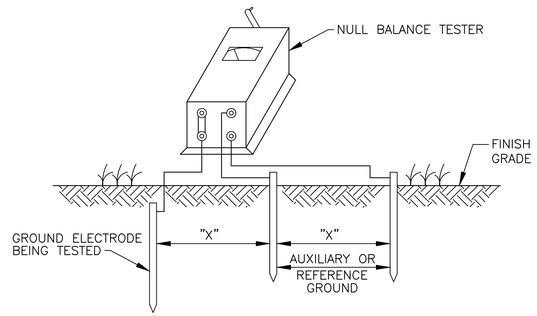
## SCHEDULE GROUND GRID SYSTEM

| ITEM | DESCRIPTION | MANUFACTURER | CAT. NO. | REMARKS |
|---|---|---|---|---|
| (1) | 3/4" x 10' COPPERCLAD GND. ROD | ------- | ------- | 20' O.C. W/ TOP 1'-6" BELOW GRADE |
| (2) | CABLE TO GROUND ROD | ERICO "CADWELD" | GTC-162Q | W/ #115 WELD METAL |
| (3) | #4/0 CABLE #4/0 CABLE | ERICO "CADWELD" | TAC-2Q2Q | W/ #150 WELD METAL |
| (4) | #4/0 CABLE TO STEEL COLUMN | ERICO "CADWELD" | VBC-2Q | W/ #150 WELD METAL |
| (5) | #4/0 CABLE TO 2/0 CABLE | ERICO "CADWELD" | TAC-2Q2G | W/ #90 WELD METAL |
| (6) | #2/0 CABLE TO #5ø REIN. BAR | ERICO "CADWELD" | RDM-5329 | W/ #115 WELD METAL |




### DISTRIBUTION SYSTEM GROUND GRID DETAIL

N.T.S.




### NOTES:

1. DISTANCE "X" SHALL BE THE SAME BUT NOT LESS THAN 50'. ALL RODS SHALL BE IN A STRAIGHT LINE.
2. ALL READINGS SHALL BE DONE IN THE ENGINEERS PRESENCE AND RECORDED FOR PERMANENT RECORD.
3. THIS TEST IS TO BE PREFORMED ON EACH OF THE ELECTRICAL DISTRIBUTION SYSTEM GROUND GRIDS.

### GROUND TEST DETAIL

N.T.S.


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| DRAWING INFORMATION | |
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| SCALE: N.T.S. | |
| SURVEYED BY: MAPTECH | |
| DSGN: KC/VR | DATE: 02/2024 |
| DRWN: JEM | DATE: 02/2024 |
| CHKD: GPC | DATE: 02/2024 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

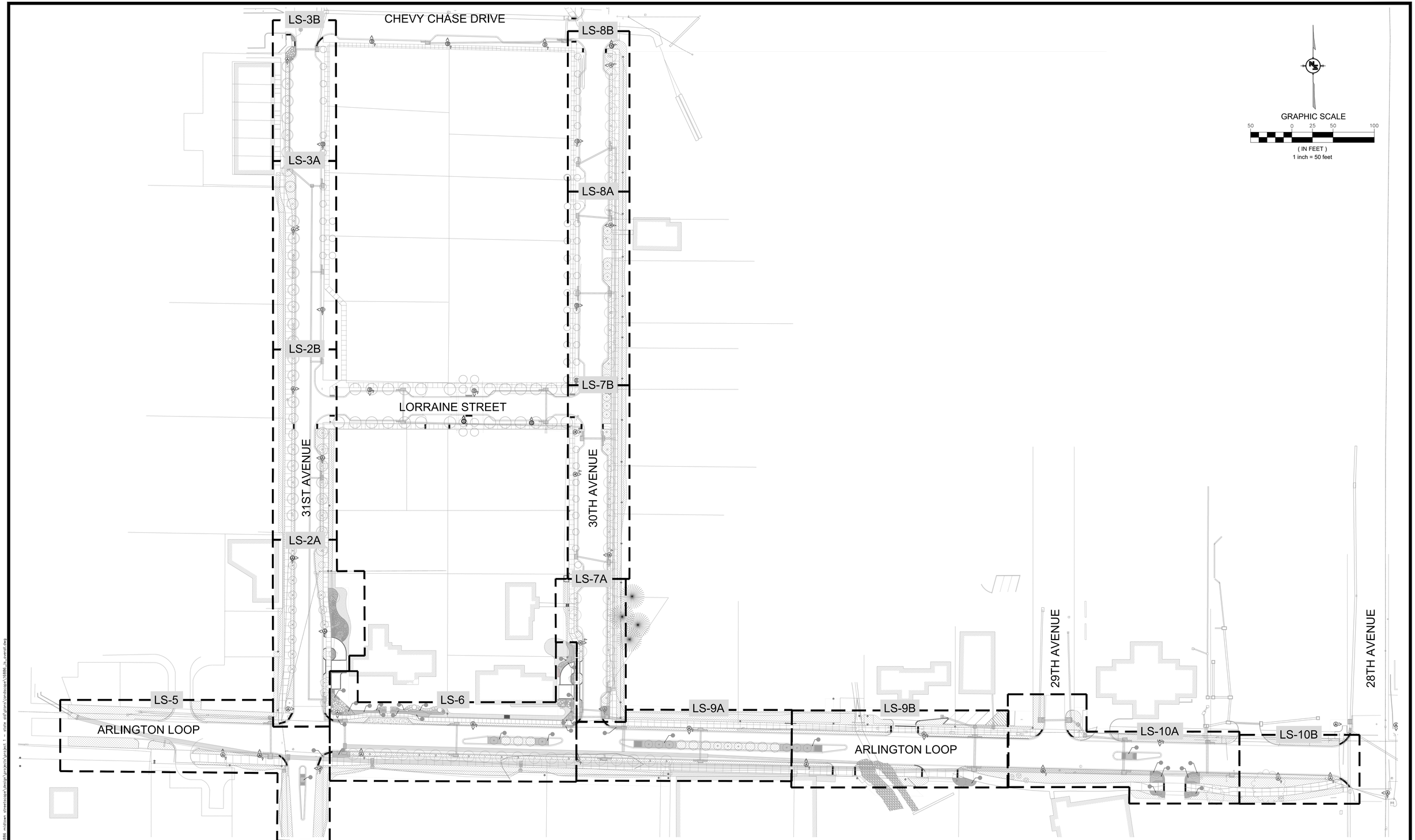
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HATTIESBURG, MISSISSIPPI

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GROUND GRID AND DETAILS

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| GGD-1 | E14 |


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| DRAWING INFORMATION | |
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| FILENAME: 16886_LS_OVERALL.dwg | |
| SCALE: 1"=50' | |
| SURVEYED BY: CLEARPOINT | |
| DSGN: PKT | DATE: 01/2023 |
| DRWN: PKT | DATE: 03/2023 |
| CHKD: RPB | DATE: 03/2023 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MS

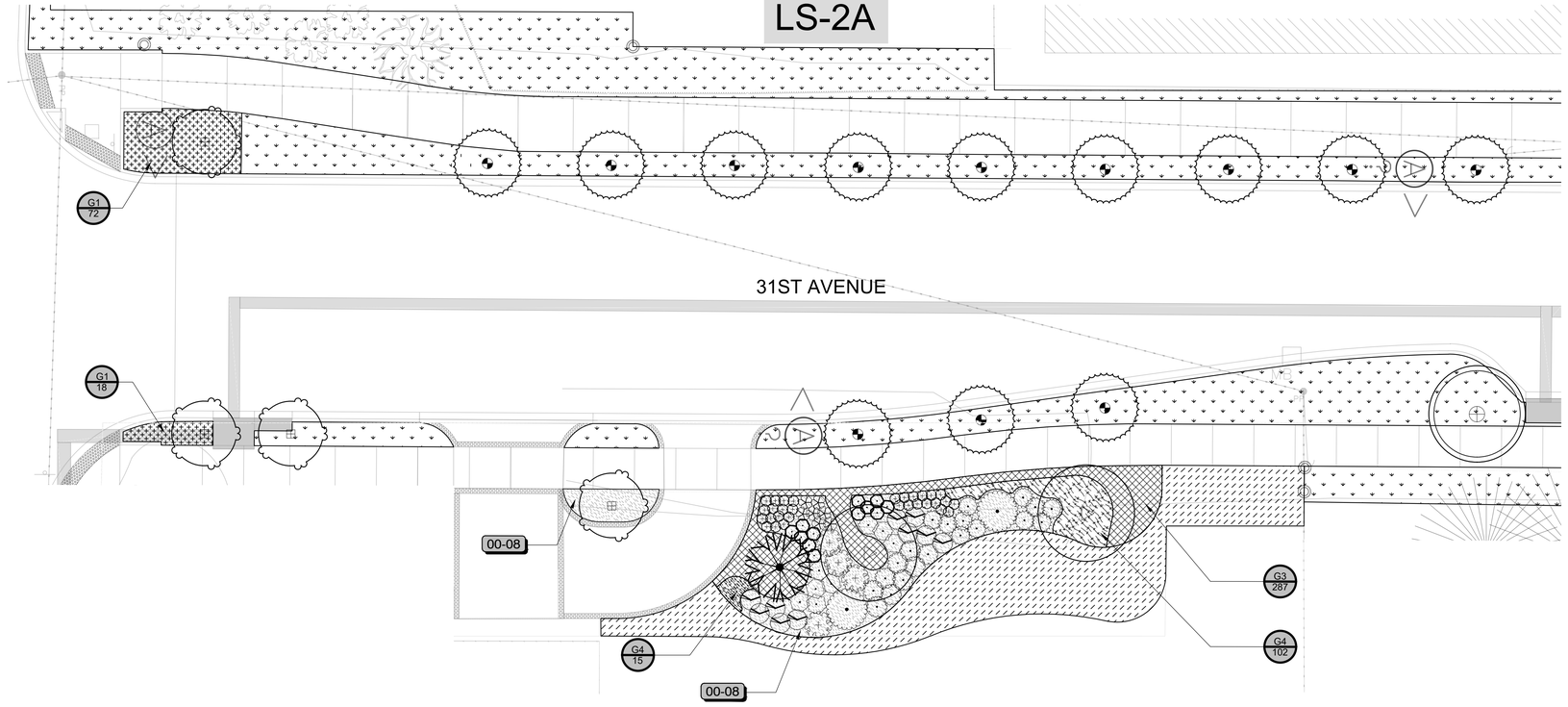
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OVERALL
LANDSCAPE PLAN

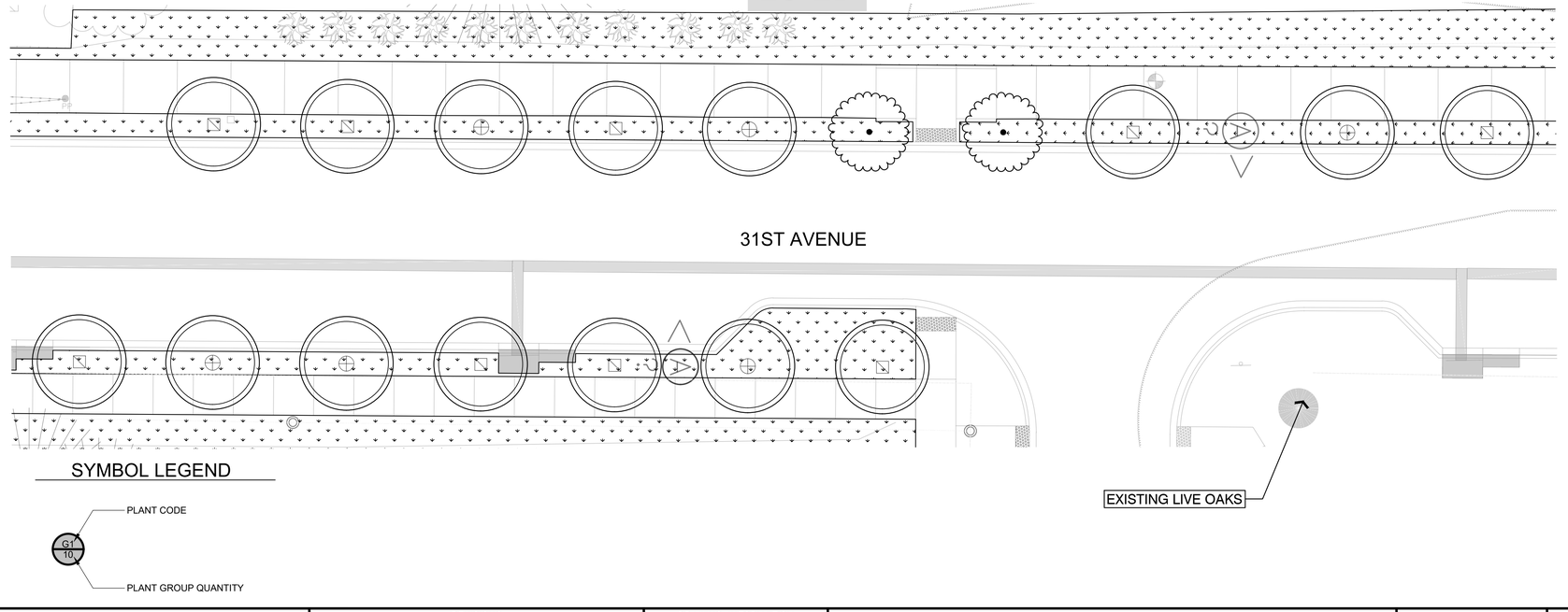
| WORKING NUMBER: | DRAWING NUMBER: |
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| LS-1 | 5001 |


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# LS-2A




# LS-2B




## SYMBOL LEGEND




## PLANT SCHEDULE

2023-02-28 14:16

| CANOPY TREES | CODE | COMMON NAME |
|---|---|---|
| | T1 | Cherrybark Oak |
| | T3 | Swamp Chestnut Oak |
| | T5 | Willow Oak |

| UNDERSTORY TREES | CODE | COMMON NAME |
|---|---|---|
| | T9 | Coral Bark Japanese Maple |
| | T10 | Nellie R. Stevens Holly |
| | T12 | Sweetbay Magnolia |
| | T8 | Trident Maple |

| SHRUBS | CODE | COMMON NAME |
|---|---|---|
| | S1 | Autumn Coral® Encore® Azalea |
| | S2 | Autumn Lily® Encore® Azalea |
| | S5 | Blue Cascade® Distylium |
| | S11 | Coral Drift® Groundcover Rose |
| | S6 | New Gold Lantana |
| | S4 | October Magic® White Shi-Shi Camellia |
| | S3 | Sasanqua Camellia |
| | S10 | Wheeler's Dwarf Pittosporum |
| | S12 | White Drift® Groundcover Rose |

| GROUND COVERS | CODE | COMMON NAME | SPACING |
|---|---|---|---|
| | G1 | Blue Rug Juniper | 18" o.c. |
| | G3 | Mondo Grass | 12" o.c. |
| | G4 | Purple Heart | 12" o.c. |

| SOD/SEED | CODE | COMMON NAME | SPACING |
|---|---|---|---|
| | SD1 | Centipede Sod | |
| | SD2 | St. Augustine Grass | |

GRAPHIC SCALE

10 0 5 10 20

( IN FEET )

1 inch = 10 feet


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| DRAWING INFORMATION | |
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| N-S PROJECT NO.: 16886 | |
| FILENAME: 16886_Landscape-P1.dwg | |
| SCALE: 1"=10' | |
| SURVEYED BY: CLEARPOINT | |
| DSGN: PKT | DATE: 01/2023 |
| DRWN: PKT | DATE: 03/2023 |
| CHKD: RPB | DATE: 03/2023 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MS

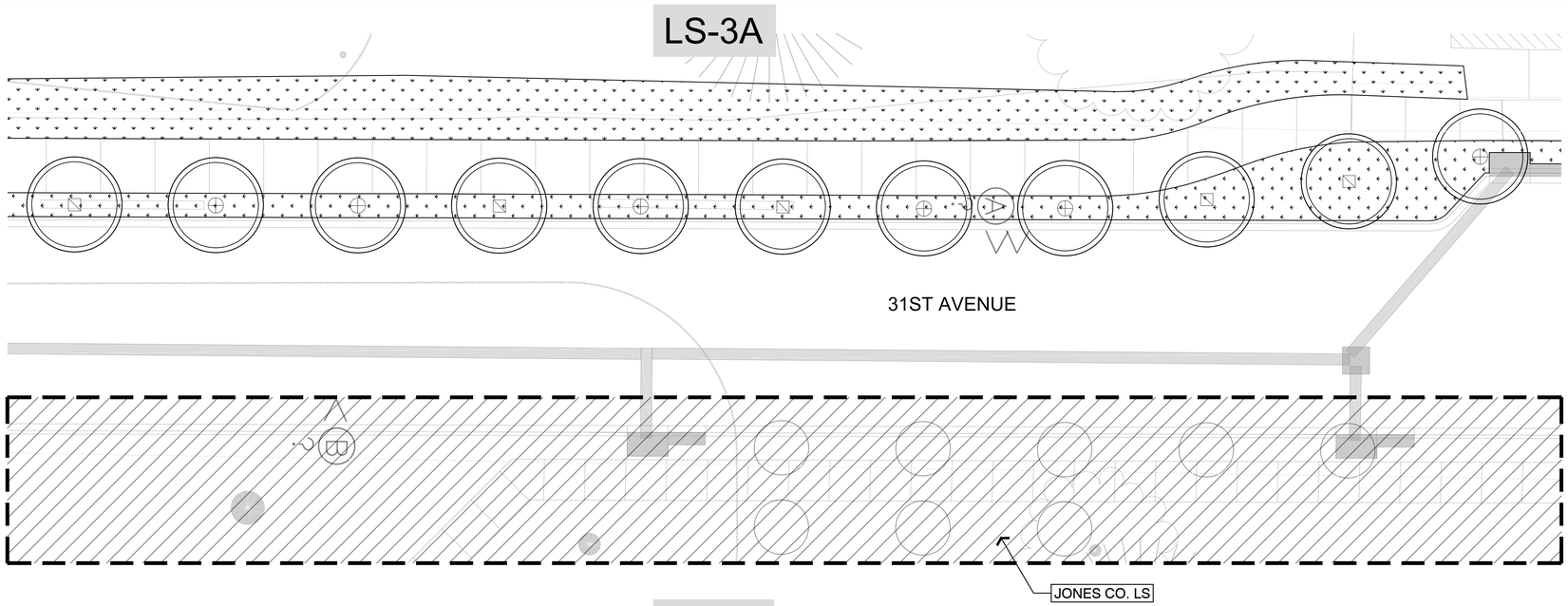
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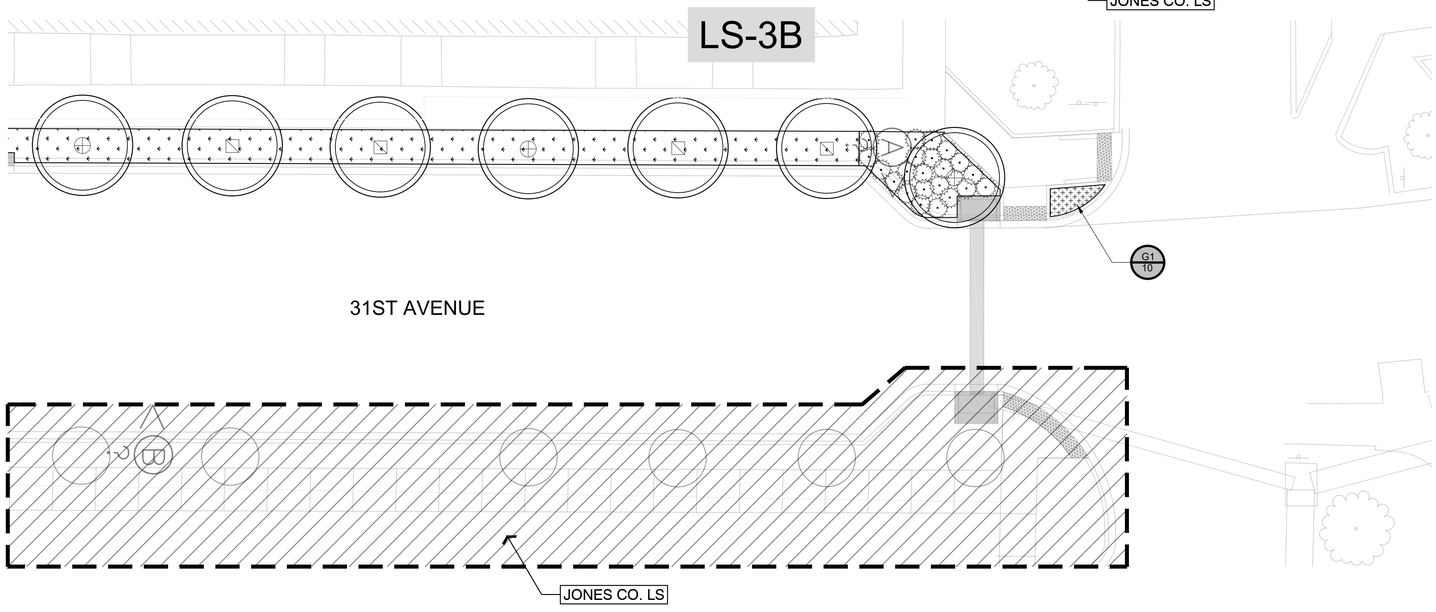
LANDSCAPE PLAN

WORKING NUMBER: LS-2

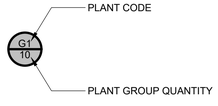
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## SYMBOL LEGEND




## PLANT SCHEDULE

2023-02-28 14:15

| CANOPY TREES | CODE | COMMON NAME |
|---|---|---|
| | T1 | Cherrybark Oak |
| | T3 | Swamp Chestnut Oak |
| | T5 | Willow Oak |

| UNDERSTORY TREES | CODE | COMMON NAME |
|---|---|---|
| | T9 | Coral Bark Japanese Maple |
| | T10 | Nellie R. Stevens Holly |
| | T12 | Sweetbay Magnolia |
| | T8 | Trident Maple |

| SHRUBS | CODE | COMMON NAME |
|---|---|---|
| | S1 | Autumn Coral® Encore® Azalea |
| | S2 | Autumn Lily® Encore® Azalea |
| | S5 | Blue Cascade® Distylium |
| | S11 | Coral Drift® Groundcover Rose |
| | S6 | New Gold Lantana |
| | S4 | October Magic® White Shi-Shi Camellia |
| | S3 | Sasanqua Camellia |
| | S10 | Wheeler's Dwarf Pittosporum |
| | S12 | White Drift® Groundcover Rose |

| GROUND COVERS | CODE | COMMON NAME | SPACING |
|---|---|---|---|
| | G1 | Blue Rug Juniper | 18" o.c. |
| | G3 | Mondo Grass | 12" o.c. |
| | G4 | Purple Heart | 12" o.c. |

| SOD/SEED | CODE | COMMON NAME | SPACING |
|---|---|---|---|
| | SD1 | Centipede Sod | |
| | SD2 | St. Augustine Grass | |

GRAPHIC SCALE

10 0 5 10 20

( IN FEET )

1 inch = 10 feet


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| DRAWING INFORMATION | |
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| FILENAME: 16886_Landscape-P1.dwg | |
| SCALE: 1"=10' | |
| SURVEYED BY: CLEARPOINT | |
| DSGN: PKT | DATE: 01/2023 |
| DRWN: PKT | DATE: 03/2023 |
| CHKD: RPB | DATE: 03/2023 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MS

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LANDSCAPE PLAN

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| LS-3 | 5003 |

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2023-03-06 08:21

# PLANT SCHEDULE

| CANOPY TREES | CODE | QTY | COMMON / BOTANICAL NAME | SIZE/UNIT | RATES | REQUIREMENTS | NOTES | REMARKS |
|---|---|---|---|---|---|---|---|---|
| | T1 | 16 | Cherrybark Oak / Quercus falcata pagodifolia | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T3 | 18 | Swamp Chestnut Oak / Quercus michauxii | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T5 | 2 | Willow Oak / Quercus phellos | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| UNDERSTORY TREES | CODE | QTY | COMMON / BOTANICAL NAME | SIZE/UNIT | RATES | REQUIREMENTS | NOTES | REMARKS |
| | T9 | 1 | Coral Bark Japanese Maple / Acer palmatum 'Sango-kaku' | 15 gal. | Each | Single Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: March 1 – September 30<br>Fall & Winter: October 1 – April 30 |
| | T10 | 12 | Nellie R. Stevens Holly / Ilex x 'Nellie R. Stevens' | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T12 | 4 | Sweetbay Magnolia / Magnolia virginiana | 30 gal. | Each | Multi-Trunk/Tree Form | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T8 | 2 | Trident Maple / Acer buergerianum | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| SHRUBS | CODE | QTY | COMMON / BOTANICAL NAME | SIZE | RATES | REQUIREMENTS | NOTES | REMARKS |
| | S1 | 8 | Autumn Coral® Encore® Azalea / Azalea x 'Conled' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S2 | 9 | Autumn Lily® Encore® Azalea / Azalea x 'Roblex' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S5 | 33 | Blue Cascade® Distylium / Distylium x 'PIIDIST-II' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S11 | 12 | Coral Drift® Groundcover Rose / Rosa x 'Meidrifora' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S6 | 30 | New Gold Lantana / Lantana x 'New Gold' | 1 gal. | Each | 18" Spacing | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S4 | 10 | October Magic® White Shi-Shi Camellia / Camellia sasanqua 'Green 02-004' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S3 | 2 | Sasanqua Camellia / Camellia sasanqua | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S10 | 4 | Wheeler's Dwarf Pittosporum / Pittosporum tobira 'Wheeler's Dwarf' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S12 | 7 | White Drift® Groundcover Rose / Rosa x 'Meizorland' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| GROUND COVERS | CODE | QTY | COMMON / BOTANICAL NAME | SIZE | RATES | REQUIREMENTS | NOTES | REMARKS |
| | G1 | 100 | Blue Rug Juniper / Juniperus horizontalis 'Blue Rug' | 1 gal. | Each | 18" Spacing | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | G3 | 287 | Mondo Grass / Ophiopogon japonicus | 4" cont. | Each | 12" Spacing | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | G4 | 117 | Purple Heart / Setcreasea purpurea | 1 gal. | Each | 12" Spacing | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| SOD/SEED | CODE | QTY | COMMON / BOTANICAL NAME | SIZE | RATES | REQUIREMENTS | NOTES | REMARKS |
| | SD1 | 10,403 sf | Centipede Sod / Eremochloa ophiuroides | Sod | Per SQ. YD. | Sod Certificated Req.; To Be Approved By Engineer | Not Applicable | Seasonal Application Dates<br>Not Applicable |
| | SD2 | 782 sf | St. Augustine Grass / Stenotaphrum secundatum | Sod | Per SQ. YD. | Sod Certificated Req.; To Be Approved By Engineer | Not Applicable | Seasonal Application Dates<br>Not Applicable |

ALL PLANT MATERIAL SHALL MEET THE MINIMUM STANDARDS FOR SPECIFIED CONTAINER SIZE AS DETERMINED BY THE AMERICAN STANDARD FOR NURSERY STOCK.

WEED CONTROL NOTES:

1. CONTRACTOR TO PERFORM ON SITE WEED CONTROL ASSESSMENTS EVERY TWO WEEKS (AT A MINUMUM) DURING THE DURATION OF THE GROWTH AND COVERAGE PERIOD.
2. CONTRACTOR TO SUBMIT FINDINGS OF WEED CONTROL ASSESSMENTS BACK TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
3. IF ASSESSMENT FINDS THE PRESENCE OF UNWANTED WEEDS, CONTRACTOR TO FORMULATE AND SUBMIT SPRAY SCHEDULE TO LANDSCAPE ARCHITECT IN ACCORDANCE WITH SUGGESTED SPRAY SCHEDULE (SEE THIS SHEET).
4. CONTRACTOR IS RESPONSIBLE FOR RESEARCHING AND BEING FAMILIAR WITH HERBICIDE PRODUCTS AND POTENTIAL RISKS.
5. FOR ADDITIONAL REQUIREMENTS SEE SECTION 230.03.14 WITH REGARDS TO PLANT ESTABLISHMENT
6. ALL POST PLANTING WEED CONTROL ACTIVITIES PERFORMED BY CONTRACTOR TO BE ABSORBED INTO OTHER ITEMS.

WEED CONTROL SCHEDULE (SUGGESTED SPRAY SCHEDULE):

INITIAL APPLICATION – PRE EMERGENT HERBICIDE REQ'D AT TIME OF PLANTING. (SURFLAND, BARRACADE, SNAPSHOT, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTURERS RECOMMENDATIONS

DURATION OF CONTRACTOR GROWTH AND COVERAGE PERIOD – AS NEEDED SPRAYINGS (EVERY TWO WEEKS MIN.) OF POST EMERGENT HERBICIDE ARE REQUIRED DURING MAINTENANCE PERIOD IF DEEMED NECESSARY BY LANDSCAPE ARCHITECT, AFTER WEED CONTROL ASSESSMENT REVIEW

AS NEEDED SPRAY APPLICATIONS – (IMAGE, CERTAINTY, GOAL, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTURERS RECOMMENDATIONS.

2023-02-28 14:06

# SCHEDULE

| | | |
|---|---|---|
| | Soil Test | |
| SYMBOL | DESCRIPTION | QTY |
| 00-01 | Required to be submitted in advance of all landscape conctruction items; cost absorbed in bed prep pay item | 1 Each |
| | | |
| | Bed Preparation | |
| SYMBOL | DESCRIPTION | QTY |
| 00-02 | Applied to areas as noted in plans to receive shrub planting. Add Tree Bark Mulch, Type III & roto-till into exisitng soil to a minimum depth of 6" | 1,300 Sq Ft |
| | | |
| | Standard Ground Preparation | |
| SYMBOL | DESCRIPTION | QTY |
| 00-03 | Applied to areas receiving solid sod | 1,300 Sq Yd |
| | | |
| | Topsoil For Plant Holes | |
| SYMBOL | DESCRIPTION | QTY |
| 00-04 | 3" depth in other bed areas; 0.1 CU. YD. mixed into backfill for trees not in bed prep area; soil brought to site must be sterile and weed/seed free | 20 Cu Yd |
| | | |
| | Topsoil For Slope Treatment | |
| SYMBOL | DESCRIPTION | QTY |
| 00-05 | 4" minumun depth, applied to areas to receive solid sodding | 140 Cu Yd |
| | | |
| | Tree Bark Mulch, Type III | |
| SYMBOL | DESCRIPTION | QTY |
| 00-06 | 2" depth surface application into bed prep areas and areas that receive surface mulch | 12 Cu Yd |
| | | |
| | Tree Bark Mulch, Type V | |
| SYMBOL | DESCRIPTION | QTY |
| 00-07 | 3" depth placed and roto-tilled into bed prep areas | 12 Cu Yd |
| | | |
| | Pine Straw | |
| SYMBOL | DESCRIPTION | QTY |
| 00-08 | 1 Bale / 50 SQ. FT. of bed prep areas (used in select landscape beds; as noted on plans) | 12 Bales |

## Fertilizer Schedule

| Item | Quantity | Unit | Rates | Requirements |
|---|---|---|---|---|
| Fertilizer for Woody Plant Material, Tablet, 21 Gram | 1 | K | Per K | 4 Per 15 / 30 Gal; 2 Per 3 Gal; 1 Per 1 Gal |
| Fertilizer for Woody Plant Material, Tablet, 10 Gram | 1 | K | Per K | 1 Per 4" Container |
| Selective, Pre - Emergence Herbicide | 10 | LB. | Per LB. | 2 Grams Per Sq Ft of Bed Prep Area; Cost Absorbed in Bed Prep Pay Item |
| Moisture Absorbent Crystals | 1,000 | OZ. | Per OZ. | 6 OZ Per 30 Gal; 2 OZ Per 15 Gal; 1 OZ Per 1 / 3 gal; Cost Absorbed in Bed Prep Pay Item |


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| | | | | DRWN: PKT | DATE: 03/2023 |
| | | | | CHKD: RPB | DATE: 03/2023 |
| | | | | QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MS

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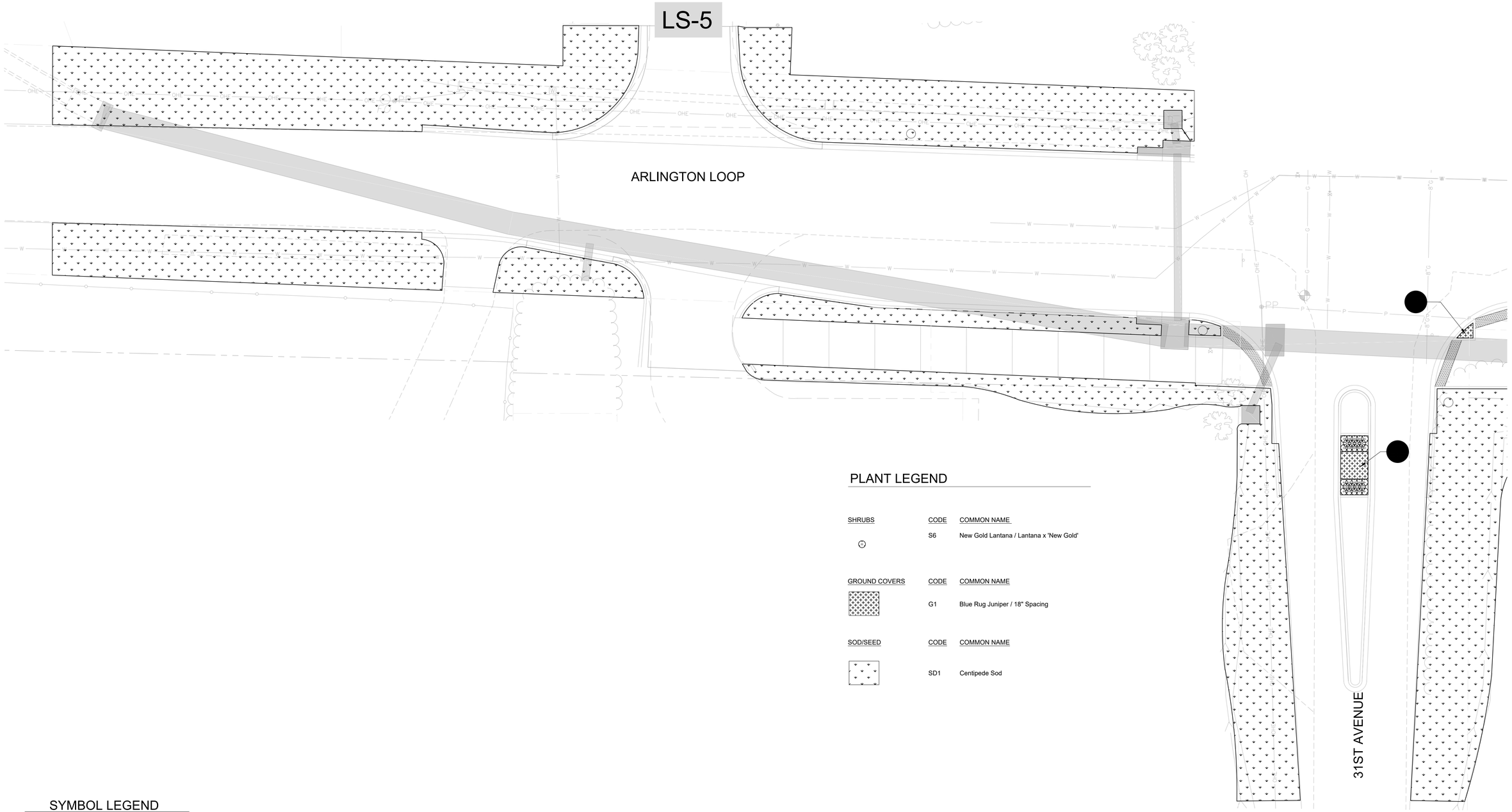
LANDSCAPE QUANTITIES & VEGETATION SCHEDULE

WORKING NUMBER: LS-4

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LS-5




## PLANT LEGEND

| SHRUBS | CODE | COMMON NAME |
|---|---|---|
| | S6 | New Gold Lantana / Lantana x 'New Gold' |

| GROUND COVERS | CODE | COMMON NAME |
|---|---|---|
| | G1 | Blue Rug Juniper / 18" Spacing |

| SOD/SEED | CODE | COMMON NAME |
|---|---|---|
| | SD1 | Centipede Sod |

## SYMBOL LEGEND

PLANT CODE

PLANT GROUP QUANTITY

GRAPHIC SCALE

10 0 5 10 20

( IN FEET )
1 inch = 10 feet


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# PLANT LEGEND

| CANOPY TREES | CODE | COMMON NAME |
|---|---|---|
| | T2 | Overcup Oak |
| | T5 | Willow Oak |

| UNDERSTORY TREES | CODE | COMMON NAME |
|---|---|---|
| | T8 | Trident Maple |
| | T11 | Natchez Crape Myrtle Multi-Trunk |
| | T12 | Sweetbay Magnolia |

| SHRUBS | CODE | COMMON NAME |
|---|---|---|
| | S1 | Autumn Coral® Encore® Azalea |
| | S2 | Autumn Lily® Encore® Azalea |
| | S3 | Sasanqua Camellia |
| | S4 | October Magic® White Shi-Shi Camellia |
| | S5 | Blue Cascade® Distylium |
| | S6 | New Gold Lantana |
| | S7 | Sunshine Chinese Privet |
| | S8 | Pink Muhly Grass |
| | S9 | Sweet Olive |
| | S10 | Wheeler's Dwarf Pittosporum |
| | S11 | Coral Drift® Groundcover Rose |
| | S12 | White Drift® Groundcover Rose |
| | S13 | Dwarf Palmetto |

| GROUND COVERS | CODE | COMMON NAME |
|---|---|---|
| | G1 | Blue Rug Juniper / 18" Spacing |
| | G2 | Aztec Grass / 12" Spacing |
| | G3 | Mondo Grass / 12" Spacing |
| | G4 | Purple Heart / 12" Spacing |

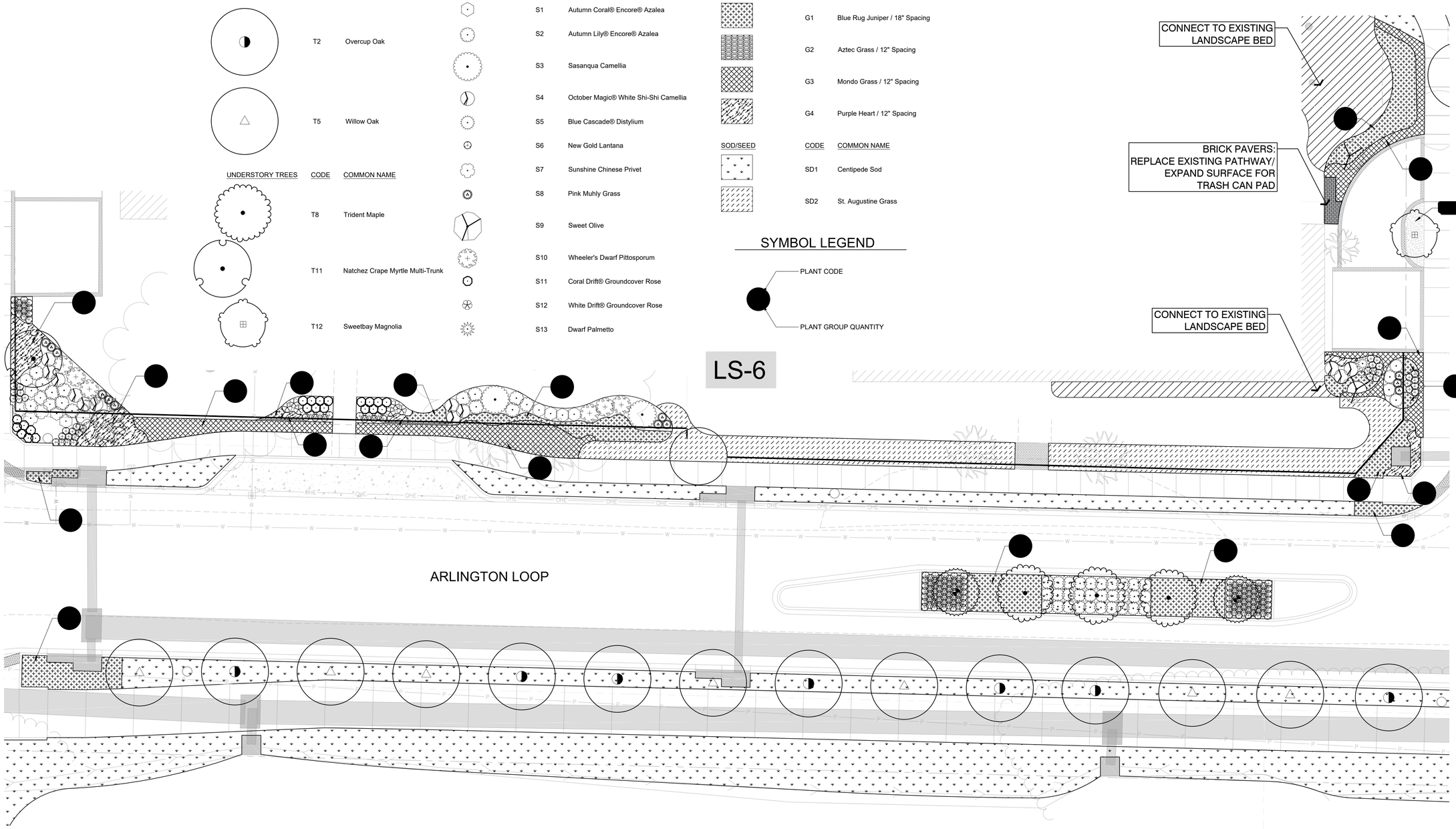
| SOD/SEED | CODE | COMMON NAME |
|---|---|---|
| | SD1 | Centipede Sod |
| | SD2 | St. Augustine Grass |

## SYMBOL LEGEND

PLANT CODE

PLANT GROUP QUANTITY

LS-6




GRAPHIC SCALE

10 0 5 10 20

( IN FEET )

1 inch = 10 feet


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| DRWN: PKT | DATE: 03/2023 |
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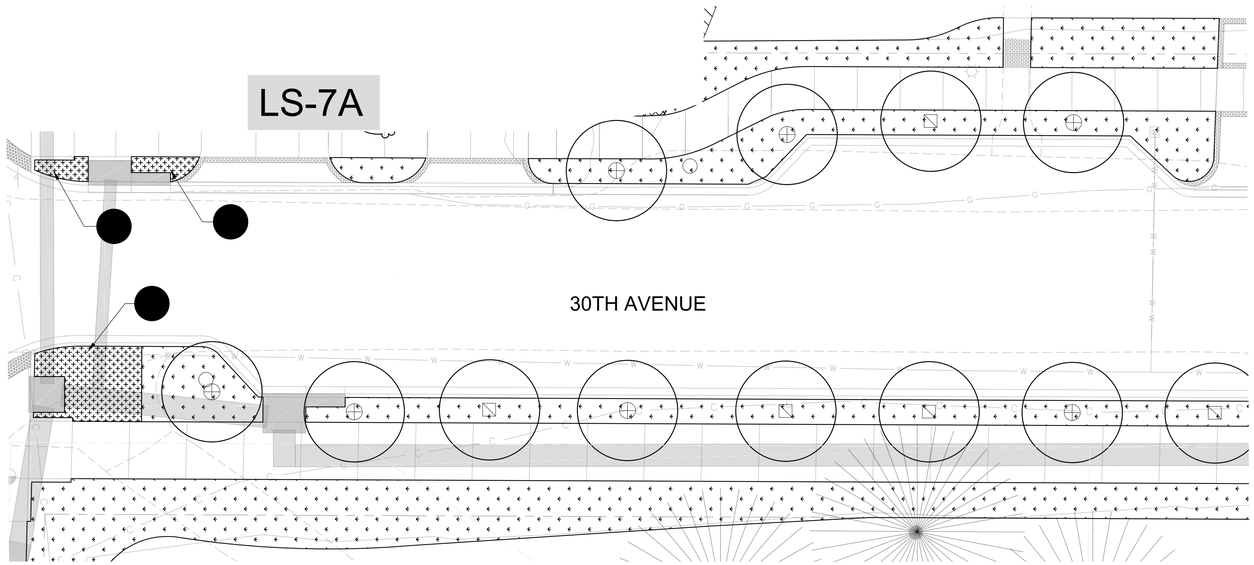
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HATTIESBURG, MS

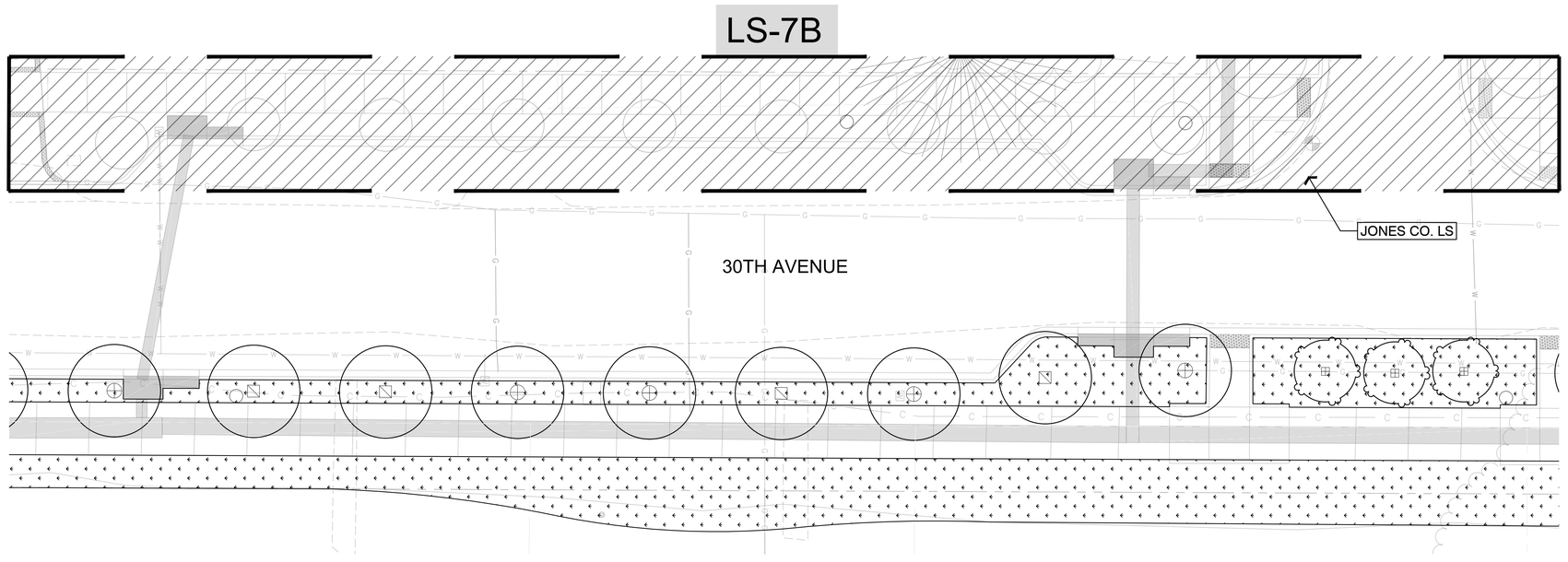
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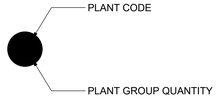


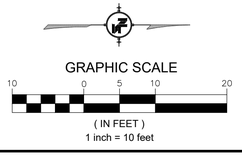




## PLANT LEGEND

| CANOPY TREES | CODE | COMMON NAME |
|---|---|---|
| | T4 | Nuttall Oak |
| | T6 | Shumard Oak |
| **UNDERSTORY TREES** | **CODE** | **COMMON NAME** |
| | T12 | Sweetbay Magnolia |
| **GROUND COVERS** | **CODE** | **COMMON NAME** |
| | G1 | Blue Rug Juniper / 18" Spacing |
| | G3 | Mondo Grass / 12" Spacing |
| **SOD/SEED** | **CODE** | **COMMON NAME** |
| | SD1 | Centipede Sod |

## SYMBOL LEGEND




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STATE AID PROJECT NO. DECD-0018(36)BO

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HATTIESBURG, MS

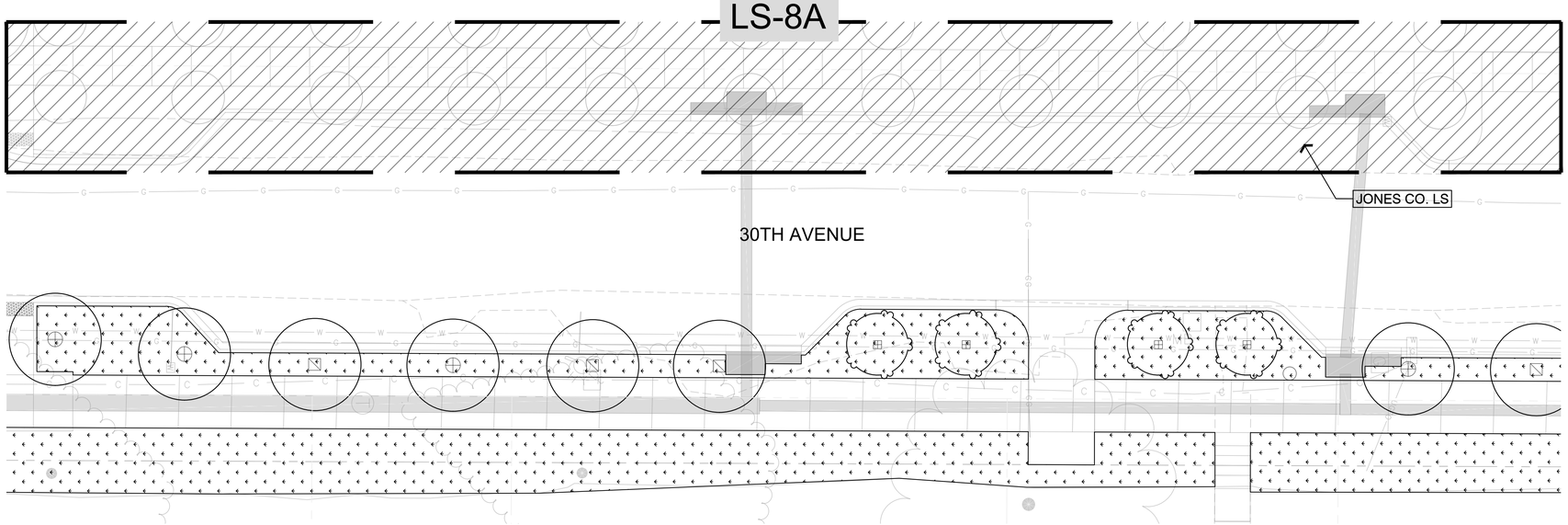
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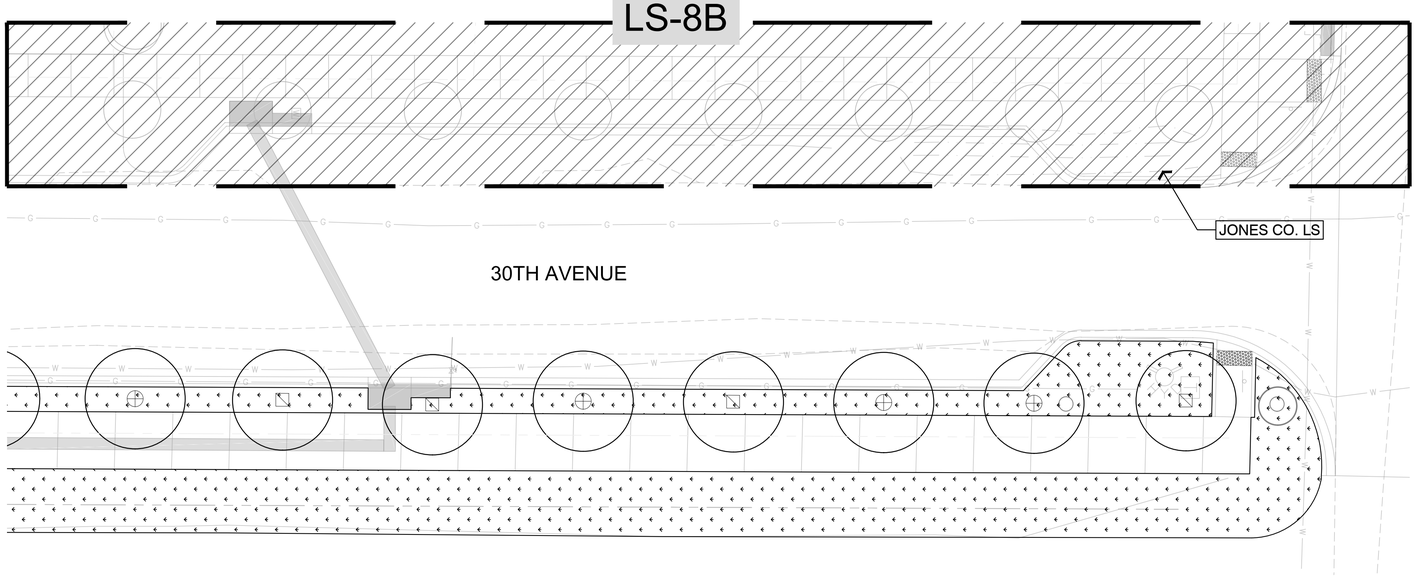
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## LS-8A




## LS-8B



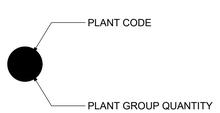

## PLANT LEGEND

| CANOPY TREES | CODE | COMMON NAME |
|---|---|---|
| | T4 | Nuttall Oak |
| | T6 | Shumard Oak |

| UNDERSTORY TREES | CODE | COMMON NAME |
|---|---|---|
| | T12 | Sweetbay Magnolia |

| SOD/SEED | CODE | COMMON NAME |
|---|---|---|
| | SD1 | Centipede Sod |

## SYMBOL LEGEND




GRAPHIC SCALE

10 0 5 10 20

( IN FEET )
1 inch = 10 feet

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MIDTOWN STREETSCAPE PROJECT
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| LS-8 | 5008 |

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LS-9A

ARLINGTON LOOP

PRESERVE EXISTING LANDSCAPE DURING CONSTRUCTION PHASE CONTRACTOR TO REPLACE ANY LANDSCAPE THAT MAY BE DAMAGED DURING CONSTRUCTION PHASE

LS-9B

ARLINGTON LOOP

## PLANT LEGEND

| CANOPY TREES | CODE | COMMON NAME |
|---|---|---|
| | T2 | Overcup Oak |
| | T5 | Willow Oak |
| | T7 | Pond Cypress |

| UNDERSTORY TREES | CODE | COMMON NAME |
|---|---|---|
| | T8 | Trident Maple |
| | T10 | Nellie R. Stevens Holly |
| | T12 | Sweetbay Magnolia |

| SHRUBS | CODE | COMMON NAME |
|---|---|---|
| | S6 | New Gold Lantana |

| GROUND COVERS | CODE | COMMON NAME |
|---|---|---|
| | G1 | Blue Rug Juniper / 18" Spacing |
| | G2 | Aztec Grass / 12" Spacing |

| SOD/SEED | CODE | COMMON NAME |
|---|---|---|
| | SD1 | Centipede Sod |

## SYMBOL LEGEND

PLANT CODE

PLANT GROUP QUANTITY

GRAPHIC SCALE

10 0 5 10 20

( IN FEET )
1 inch = 10 feet


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MIDTOWN STREETSCAPE PROJECT
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CITY OF HATTIESBURG - FORREST COUNTY
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LS-10A

29TH AVENUE

NOT INCLUDED IN PROJECT

ARLINGTON LOOP

LS-10B

NOT INCLUDED IN PROJECT

ARLINGTON LOOP

28TH AVENUE

EXISTING OAK TO REMAIN

## PLANT LEGEND

| UNDERSTORY TREES | CODE | COMMON NAME |
|---|---|---|
| | T12 | Sweetbay Magnolia |

| SHRUBS | CODE | COMMON NAME |
|---|---|---|
| | S6 | New Gold Lantana |
| | S11 | Coral Drift® Groundcover Rose |

| GROUND COVERS | CODE | COMMON NAME |
|---|---|---|
| | G1 | Blue Rug Juniper / 18" Spacing |
| | G2 | Aztec Grass / 12" Spacing |

| SOD/SEED | CODE | COMMON NAME |
|---|---|---|
| | SD1 | Centipede Sod |

## SYMBOL LEGEND

PLANT CODE

PLANT GROUP QUANTITY

GRAPHIC SCALE

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( IN FEET )

1 inch = 10 feet

**NOTICE TO DRAWING HOLDER**

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| SCALE: 1"=10' | |
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| DSGN: PKT | DATE: 01/2023 |
| DRWN: PKT | DATE: 03/2023 |
| CHKD: RPB | DATE: 03/2023 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MS

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LANDSCAPE PLAN
NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| LS-10 | 5010 |

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# PLANT SCHEDULE

| CANOPY TREES | CODE | QTY | COMMON / BOTANICAL NAME | SIZE/UNIT | RATES | REQUIREMENTS | NOTES | REMARKS |
|---|---|---|---|---|---|---|---|---|
| | T4 | 17 | Nuttall Oak / Quercus nuttallii | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T2 | 10 | Overcup Oak / Quercus lyrata | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T7 | 1 | Pond Cypress / Taxodium ascendens | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T6 | 20 | Shumard Oak / Quercus shumardii | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T5 | 10 | Willow Oak / Quercus phellos | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| UNDERSTORY TREES | CODE | QTY | COMMON / BOTANICAL NAME | SIZE/UNIT | RATES | REQUIREMENTS | NOTES | REMARKS |
| | T11 | 1 | Natchez Crape Myrtle Multi-Trunk / Lagerstroemia indica x fauriei 'Natchez' | 15 gal. | Each | Multi-Trunk/Tree Form | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: March 1 – September 30<br>Fall & Winter: October 1 – April 30 |
| | T10 | 8 | Nellie R. Stevens Holly / Ilex x 'Nellie R. Stevens' | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T12 | 13 | Sweetbay Magnolia / Magnolia virginiana | 30 gal. | Each | Multi-Trunk/Tree Form | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | T8 | 9 | Trident Maple / Acer buergerianum | 30 gal. | Each | Single Straight Trunk/Tree Form; Full Canopy; 4` Clear Trunk | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| SHRUBS | CODE | QTY | COMMON / BOTANICAL NAME | SIZE | RATES | REQUIREMENTS | NOTES | REMARKS |
| | S1 | 10 | Autumn Coral® Encore® Azalea / Azalea x 'Conled' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S2 | 13 | Autumn Lily® Encore® Azalea / Azalea x 'Roblex' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S5 | 122 | Blue Cascade® Distylium / Distylium x 'PIIDIST-II' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S11 | 234 | Coral Drift® Groundcover Rose / Rosa x 'Meidrifora' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S13 | 1 | Dwarf Palmetto / Sabal minor | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: March 1 – September 30<br>Fall & Winter: October 1 – April 30 |
| | S6 | 378 | New Gold Lantana / Lantana x 'New Gold' | 1 gal. | Each | 18" Spacing | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S4 | 12 | October Magic® White Shi-Shi Camellia / Camellia sasanqua 'Green 02-004' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S8 | 12 | Pink Muhly Grass / Muhlenbergia capillaris | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S3 | 2 | Sasanqua Camellia / Camellia sasanqua | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S7 | 4 | Sunshine Chinese Privet / Ligustrum sinense 'Sunshine' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S9 | 2 | Sweet Olive / Osmanthus fragrans | 10 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S10 | 6 | Wheeler's Dwarf Pittosporum / Pittosporum tobira 'Wheeler's Dwarf' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | S12 | 6 | White Drift® Groundcover Rose / Rosa x 'Meizorland' | 3 gal. | Each | Not Applicable | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| GROUND COVERS | CODE | QTY | COMMON / BOTANICAL NAME | SIZE | RATES | REQUIREMENTS | NOTES | REMARKS |
| | G2 | 615 | Aztec Grass / Ophiopogon intermedius | 4" cont. | Each | 12" Spacing | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | G1 | 906 | Blue Rug Juniper / Juniperus horizontalis 'Blue Rug' | 1 gal. | Each | 18" Spacing | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | G3 | 517 | Mondo Grass / Ophiopogon japonicus | 4" cont. | Each | 12" Spacing | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| | G4 | 212 | Purple Heart / Setcreasea purpurea | 1 gal. | Each | 12" Spacing | Full & Healthy Plant | Seasonal Application Dates<br>Spring & Summer: May 1 – September 30 \| Not Allowed<br>Fall & Winter: October 1 – April 30 |
| SOD/SEED | CODE | QTY | COMMON / BOTANICAL NAME | SIZE | RATES | REQUIREMENTS | NOTES | REMARKS |
| | SD1 | 40,716 sf | Centipede Sod / Eremochloa ophiuroides | Sod | Per SQ. YD. | Sod Certificated Req.; To Be Approved By Engineer | Not Applicable | Seasonal Application Dates<br>Not Applicable |
| | SD2 | 964 sf | St. Augustine Grass / Stenotaphrum secundatum | Sod | Per SQ. YD. | Sod Certificated Req.; To Be Approved By Engineer | Not Applicable | Seasonal Application Dates<br>Not Applicable |

# REFERENCE NOTES SCHEDULE

| | Soil Test | |
|---|---|---|
| SYMBOL | DESCRIPTION | QTY |
| [redacted] | Required to be submitted in advance of all landscape conctruction items; cost absorbed in bed prep pay item | 1 Each |
| | | |
| | Bed Preparation | |
| SYMBOL | DESCRIPTION | QTY |
| [redacted] | Applied to areas as noted in plans to receive shrub planting. Add Tree Bark Mulch, Type III & roto-till into exisitng soil to a minimum depth of 6" | 9,000 Sq Ft |
| | | |
| | Standard Ground Preparation | |
| SYMBOL | DESCRIPTION | QTY |
| [redacted] | Applied to areas receiving solid sod | 9,500 Sq Yd |
| | | |
| | Topsoil For Plant Holes | |
| SYMBOL | DESCRIPTION | QTY |
| [redacted] | 24" in median areas, 3" depth in other bed areas; 0.1 CU. YD. mixed into backfill for trees not in bed prep area; soil brought to site must be sterile and weed/seed free | 75 Cu Yd |
| | | |
| | Topsoil For Slope Treatment | |
| SYMBOL | DESCRIPTION | QTY |
| [redacted] | 4" minumun depth, applied to areas to receive solid sodding | 550 Cu Yd |
| | | |
| | Tree Bark Mulch, Type III | |
| SYMBOL | DESCRIPTION | QTY |
| [redacted] | 2" depth surface application into bed prep areas and areas that receive surface mulch | 60 Cu Yd |
| | | |
| | Tree Bark Mulch, Type V | |
| SYMBOL | DESCRIPTION | QTY |
| [redacted] | 3" depth placed and roto-tilled into bed prep areas | 75 Cu Yd |
| | | |
| | Pine Straw | |
| SYMBOL | DESCRIPTION | QTY |
| [redacted] | 1 Bale / 50 SQ. FT. of bed prep areas (used in select landscape beds; as noted on plans) | 5 Bales |

# Fertilizer Schedule

| Item | Quantity | Unit | Rates | Requirements |
|---|---|---|---|---|
| Fertilizer for Woody Plant Material, Tablet, 21 Gram | 3 | K | Per K | 4 Per 15 / 30 Gal; 2 Per 3 Gal; 1 Per 1 Gal |
| Fertilizer for Woody Plant Material, Tablet, 10 Gram | 1 | K | Per K | 1 Per 4" Container |
| Selective, Pre - Emergence Herbicide | 25 | LB. | Per LB. | 2 Grams Per Sq Ft of Bed Prep Area; Cost Absorbed in Bed Prep Pay Item |
| Moisture Absorbent Crystals | 2,000 | OZ. | Per OZ. | 6 OZ Per 30 Gal; 2 OZ Per 15 Gal; 1 OZ Per 1 / 3 gal; Cost Absorbed in Bed Prep Pay Item |

ALL PLANT MATERIAL SHALL MEET THE MINIMUM STANDARDS FOR SPECIFIED CONTAINER SIZE AS DETERMINED BY THE AMERICAN STANDARD FOR NURSERY STOCK.

WEED CONTROL NOTES:

1. CONTRACTOR TO PERFORM ON SITE WEED CONTROL ASSESSMENTS EVERY TWO WEEKS (AT A MINUMUM) DURING THE DURATION OF THE GROWTH AND COVERAGE PERIOD.
2. CONTRACTOR TO SUBMIT FINDINGS OF WEED CONTROL ASSESSMENTS BACK TO LANDSCAPE ARCHITECT FOR REVIEW AND APPROVAL.
3. IF ASSESSMENT FINDS THE PRESENCE OF UNWANTED WEEDS, CONTRACTOR TO FORMULATE AND SUBMIT SPRAY SCHEDULE TO LANDSCAPE ARCHITECT IN ACCORDANCE WITH SUGGESTED SPRAY SCHEDULE (SEE THIS SHEET).
4. CONTRACTOR IS RESPONSIBLE FOR RESEARCHING AND BEING FAMILIAR WITH HERBICIDE PRODUCTS AND POTENTIAL RISKS.
5. FOR ADDITIONAL REQUIREMENTS SEE SECTION 230.03.14 WITH REGARDS TO PLANT ESTABLISHMENT
6. ALL POST PLANTING WEED CONTROL ACTIVITIES PERFORMED BY CONTRACTOR TO BE ABSORBED INTO OTHER ITEMS.

WEED CONTROL SCHEDULE (SUGGESTED SPRAY SCHEDULE):

INITIAL APPLICATION – PRE EMERGENT HERBICIDE REQ'D AT TIME OF PLANTING. (SURFLAND, BARRACADE, SNAPSHOT, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTURERS RECOMMENDATIONS

DURATION OF CONTRACTOR GROWTH AND COVERAGE PERIOD – AS NEEDED SPRAYINGS (EVERY TWO WEEKS MIN.) OF POST EMERGENT HERBICIDE ARE REQUIRED DURING MAINTENANCE PERIOD IF DEEMED NECESSARY BY LANDSCAPE ARCHITECT, AFTER WEED CONTROL ASSESSMENT REVIEW

AS NEEDED SPRAY APPLICATIONS – (IMAGE, CERTAINTY, GOAL, OR APPROVED EQUAL) USE AS DIRECTED PER MANUFACTURERS RECOMMENDATIONS.


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| DRWN: PKT | DATE: 03/2023 |
| CHKD: RPB | DATE: 03/2023 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

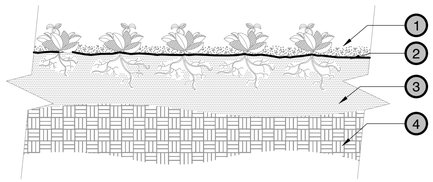
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MS

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LANDSCAPE QUANTITIES & VEGETATION SCHEDULE NON-PARTICIPATING

| WORKING NUMBER: | DRAWING NUMBER: |
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| LS-11 | 5011 |


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1. 3" TREE BARK MULCH TYPE V, SURFACE APPLICATION
2. FINISHED GRADE
3. SPECIFIED PLANTING MIX (SEE VEGETATION SCHEDULE)
4. EXISTING UNDISTURBED SOIL

NOTES:
1- SEE PLANTING LEGEND FOR GROUNDCOVER SPECIES, SIZE, AND SPACING DIMENSION.
2- SMALL ROOTS (1/4" OR LESS) THAT GROW AROUND, UP, OR DOWN THE ROOT BALL PERIPHERY ARE CONSIDERED A NORMAL CONDITION IN CONTAINER PRODUCTION AND ARE ACCEPTABLE HOWEVER THEY SHOULD BE ELIMINATED AT THE TIME OF PLANTING. ROOTS ON THE PERIPHERY CAN BE REMOVED AT THE TIME OF PLANTING.
3- SETTLE SOIL AROUND ROOT BALL OF EACH GROUNDCOVER PRIOR TO MULCHING.

## 1 TYPICAL GROUNDCOVER PLANTING DETAIL

NOT TO SCALE



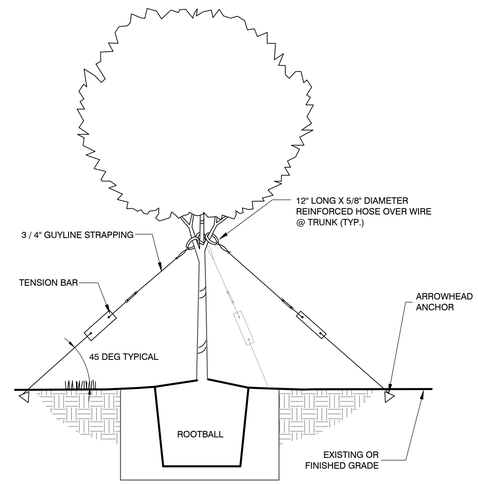

1. SHRUB
2. 3" TREE BARK MULCH TYPE V, SURFACE APPLICATION
3. FINISHED GRADE.
4. MODIFIED SOIL. DEPTH VARIES. (15" MINIMUM).
5. SHRUBS SHALL BE PLANTED IN A HOLE WITH A DIAMETER OF AT LEAST 2.5 TIMES THE ORIGINAL ROOT BALL.
6. PRIOR TO MULCHING, LIGHTLY TAMP SOIL AROUND THE ROOT BALL IN 6" LIFTS TO BRACE SHRUB. DO NOT OVER COMPACT. WHEN THE PLANTING HOLE HAS BEEN BACKFILLED, POUR WATER AROUND THE ROOT BALL TO SETTLE THE SOIL.
7. EXISTING SOIL.

NOTES:
1- SHRUBS SHALL BE OF QUALITY PRESCRIBED IN THE ROOT OBSERVATIONS DETAIL AND SPECIFICATIONS.

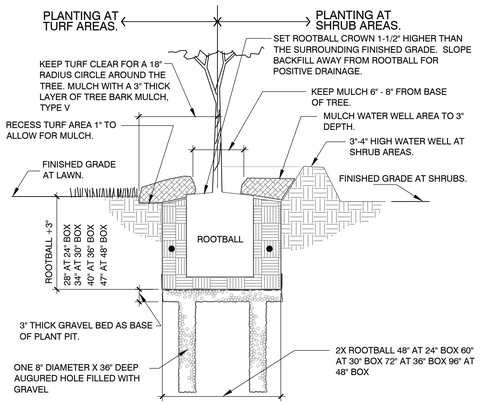
2- SEE SPECIFICATIONS FOR FURTHER REQUIREMENTS RELATED TO THIS DETAIL.

## 2 TYPICAL SHRUB PLANTING DETAIL

NOT TO SCALE



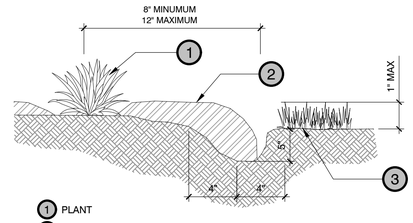

STAKING DETAIL




PLANT PIT DETAIL

## 3 TYPICAL SINGLE-TRUNK TREE PLANTING DETAIL

NOT TO SCALE




1. PLANT
2. 3" TREE BARK MULCH TYPE V, SURFACE APPLICATION
3. GRASS AREA

## 4 TYPICAL BED EDGING DETAIL

NOT TO SCALE


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| DRWN: PKT | DATE: 03/2023 |
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MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

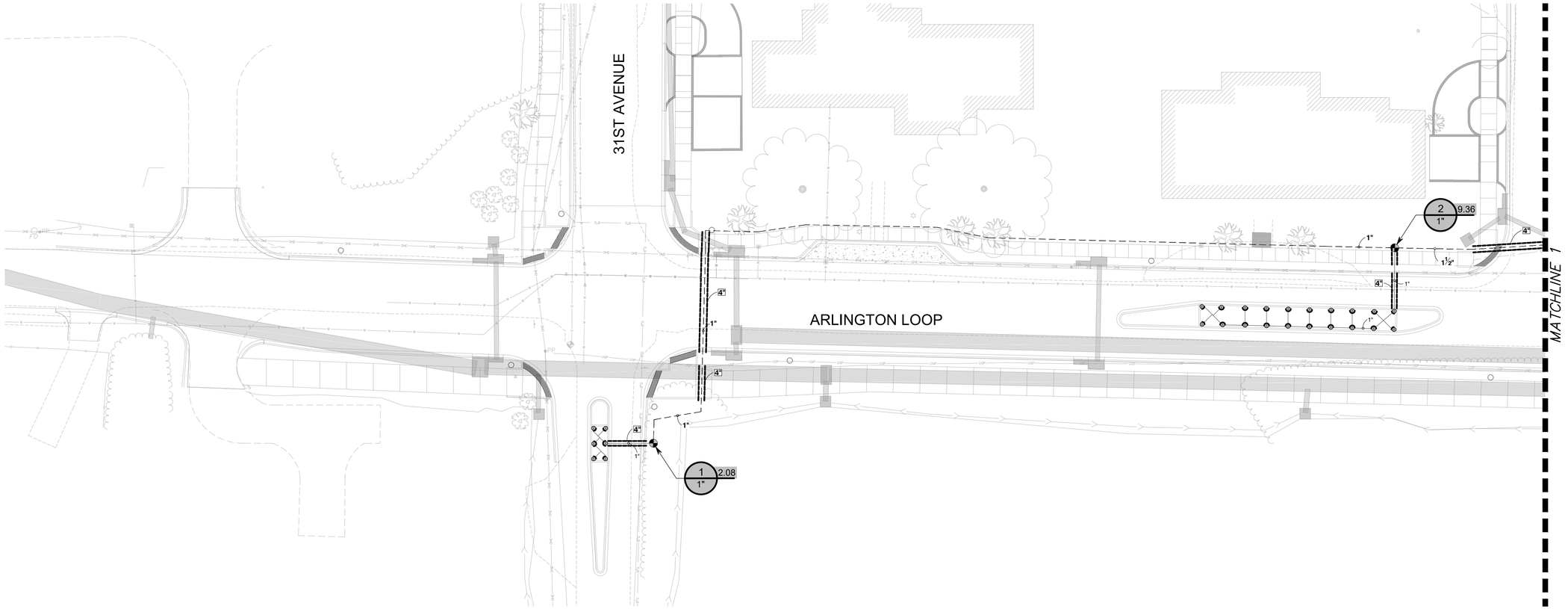
CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MS

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LANDSCAPE DETAILS

| WORKING NUMBER: | DRAWING NUMBER: |
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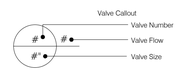

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## IRRIGATION SCHEDULE

| SYMBOL | DESCRIPTION | MANUFACTURER/MODEL |
|---|---|---|
| Q T H F | SHRUB SPRAY 12"; POP-UP SPRINKLER | RAIN BIRD 1812 8 SERIES MPR OR APPROVED EQUAL |

| SYMBOL | DESCRIPTION | MANUFACTURER/MODEL |
|---|---|---|
| | ELECTRIC REMOTE CONTROL VALVE; SIZE AS INDICATED | RAIN BIRD PGA OR APPROVED EQUAL |
| M | ELECTRIC MASTER VALVE 1.5" | RAIN BIRD PGA OR APPROVED EQUAL |
| BF | BACKFLOW PREVENTER | BUCKNER-SUPERIOR AVB 1.5" OR APPROVED EQUAL |
| C | CONTROLLER | RAIN BIRD ESP4ME3 OR APPROVED EQUAL |
| FS | FLOW SENSOR | RAIN BIRD FS-200-B OR APPREOVED EQUAL |
| WM | HOT TAP EXISTING 6" WATER LINE | WATER METER 1.5" |
| ——— | LATERAL LINE; SIZE AS INDICATED | IRRIGATION LATERAL LINE: PVC SCHEDULE 40 |
| — — — — | MAINLINE; SIZE AS INDICATED | IRRIGATION MAINLINE: PVC SCHEDULE 40 |
| ========= | 4" PIPE SLEEVE; 2 SLEEVES AT EACH SLEEVE LOCATION | PIPE SLEEVE: DUCTILE IRON PIPE- CLASS 350 |




GRAPHIC SCALE

20 0 10 20 40

( IN FEET )
1 inch = 20 feet


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MIDTOWN STREETSCAPE PROJECT
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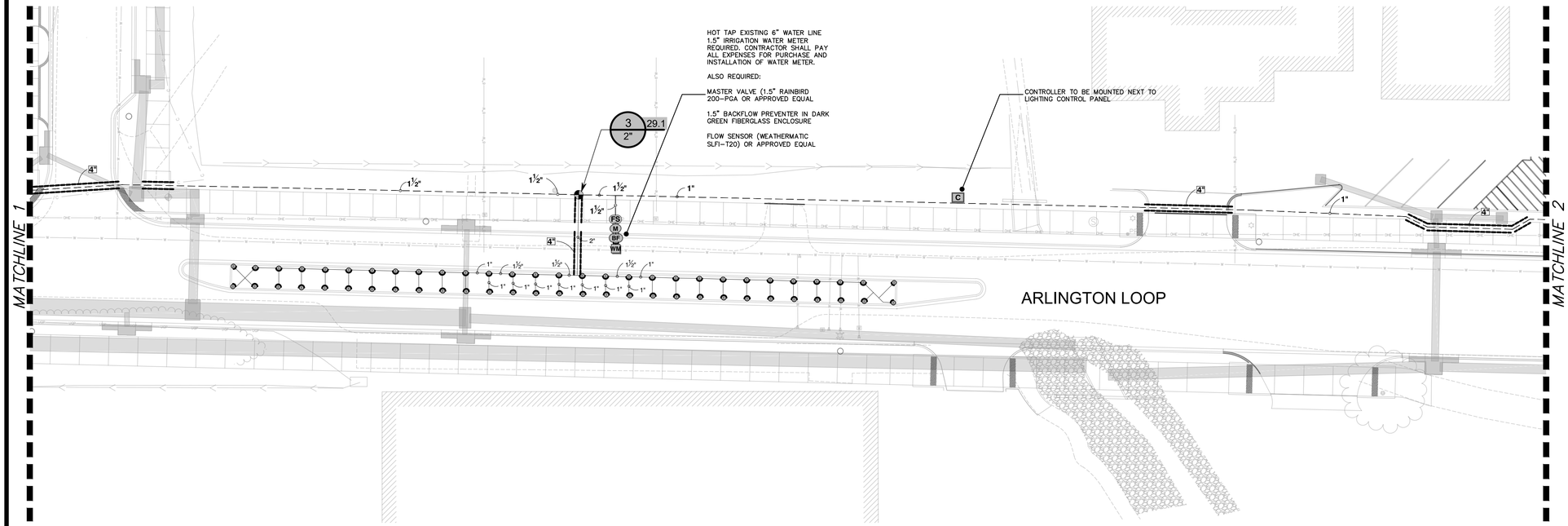
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HATTIESBURG, MS

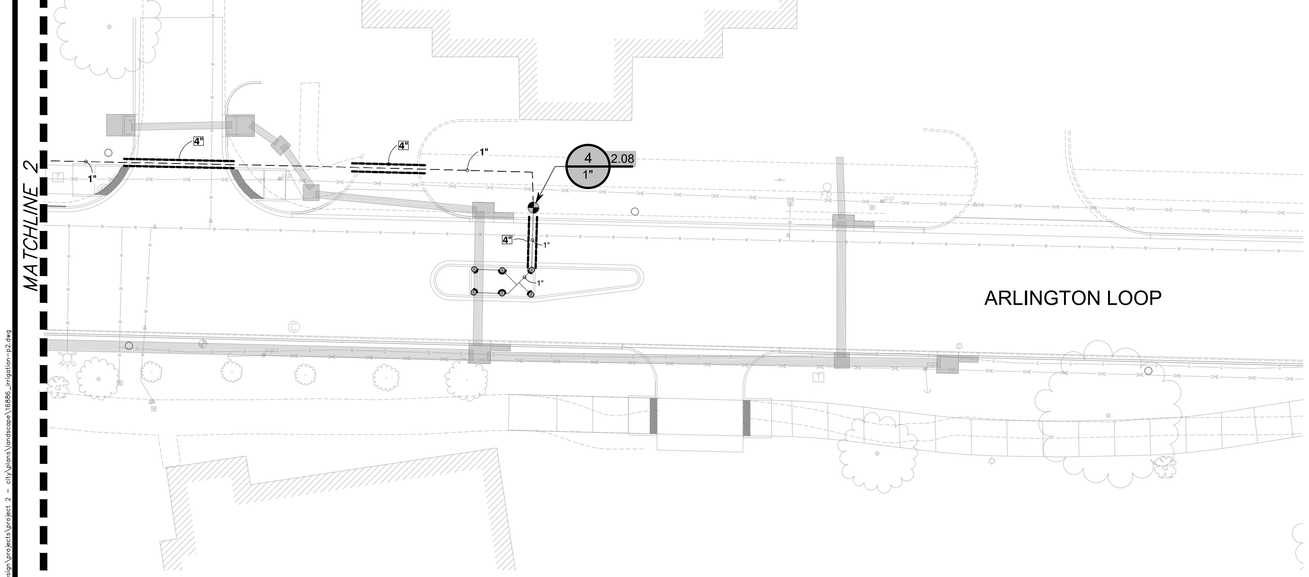
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IRRIGATION PLAN
ADD ALTERNATE 1

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| IRR-1 | 5013 |

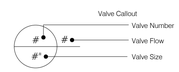
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## IRRIGATION SCHEDULE

| SYMBOL | DESCRIPTION | MANUFACTURER/MODEL |
|---|---|---|
| Q T H F | SHRUB SPRAY 12"; POP-UP SPRINKLER | RAIN BIRD 1812 8 SERIES MPR OR APPROVED EQUAL |
| SYMBOL | | MANUFACTURER/MODEL |
| | ELECTRIC REMOTE CONTROL VALVE; SIZE AS INDICATED | RAIN BIRD PGA OR APPROVED EQUAL |
| M | ELECTRIC MASTER VALVE 1.5" | RAIN BIRD PGA OR APPROVED EQUAL |
| BF | BACKFLOW PREVENTER | BUCKNER-SUPERIOR AVB 1.5" OR APPROVED EQUAL |
| C | CONTROLLER | RAIN BIRD ESP4ME3 OR APPROVED EQUAL |
| FS | FLOW SENSOR | RAIN BIRD FS-200-B OR APPREOVED EQUAL |
| WM | HOT TAP EXISTING 6" WATER LINE | WATER METER 1.5" |
| | LATERAL LINE; SIZE AS INDICATED | IRRIGATION LATERAL LINE: PVC SCHEDULE 40 |
| | MAINLINE; SIZE AS INDICATED | IRRIGATION MAINLINE: PVC SCHEDULE 40 |
| | 4" PIPE SLEEVE; 2 SLEEVES AT EACH SLEEVE LOCATION | PIPE SLEEVE: DUCTILE IRON PIPE- CLASS 350 |




GRAPHIC SCALE
20 0 10 20 40
( IN FEET )
1 inch = 20 feet

**NOTICE TO DRAWING HOLDER**

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| DRAWING INFORMATION | |
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| DRWN: PKT | DATE: 03/2023 |
| CHKD: RPB | DATE: 03/2023 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MS

NEEL-SCHAFFER
Solutions you can build upon

IRRIGATION PLAN
ADD ALTERNATE 1

WORKING NUMBER: IRR-2

DRAWING NUMBER: 5014

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## IRRIGATION SCHEDULE

| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| Q T H F | RAIN BIRD 1812 8 SERIES MPR SHRUB SPRAY 12IN. POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2IN. NPT FEMALE THREADED INLET OR APPROVED EQUAL | 90 |

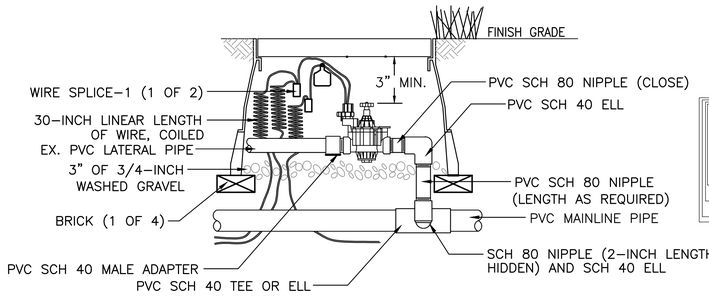
| SYMBOL | MANUFACTURER/MODEL/DESCRIPTION | QTY |
|---|---|---|
| | RAIN BIRD PGA 1" 1IN., 1-1/2IN., 2IN. ELECTRIC REMOTE CONTROL VALVE OR APPROVED EQUAL | 3 |
| | RAIN BIRD PGA 2" 1IN., 1-1/2IN., 2IN. ELECTRIC REMOTE CONTROL VALVE OR APPROVED EQUAL | 1 |
| M | RAIN BIRD PGA 1-1/2" 1IN., 1-1/2IN., 2IN. ELECTRIC MASTER VALVE OR APPROVED EQUAL | 1 |
| BF | BUCKNER-SUPERIOR AVB 1-1/2" BACKFLOW PREVENTER | 1 |
| C | RAIN BIRD ESP4ME3, HYBRID MODULAR OUTDOOR CONTROLLER. FOR RESIDENTIAL OR LIGHT COMMERCIAL USE OR APPROVED EQUAL | 1 |
| FS | RAIN BIRD FS-200-B 2IN. FLOW SENSOR, BRASS MODEL. SUGGESTED OPERATING RANGE 10 GPM TO 100 GPM. SIZE FOR FLOW NOT ACCORDING TO PIPE SIZE. RAIN BIRD COMPATIBLE CONTROLLERS: ESP-LXIVM(P) \| LXD \| LXME2(P) \| ME3, OR CONTROLLERS ACCEPTING CUSTOM K-FACTOR AND OFFSET. INSTALL IN RAIN BIRD VALVE BOX OR APPROVED EQUAL | 1 |
| WM | WATER METER 1-1/2" | 1 |
| | IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1" | 725 L.F. |
| | IRRIGATION LATERAL LINE: PVC SCHEDULE 40 1 1/2" | 75 L.F. |
| | IRRIGATION LATERAL LINE: PVC SCHEDULE 40 2" | 50 L.F. |
| | IRRIGATION MAINLINE: PVC SCHEDULE 40 1" | 900 L.F. |
| | IRRIGATION MAINLINE: PVC SCHEDULE 40 1 1/2" | 300 L.F. |
| | PIPE SLEEVE: DUCTILE IRON PIPE- CLASS 350 4"; 2 SLEEVES TO BE PLACED AT EACH SLEEVE LOCATION | 650 L.F. |

## VALVE SCHEDULE

| NUMBER | MODEL | SIZE | TYPE | GPM | HEADS | PIPE | WIRE | DESIGN PSI | PSI | PSI @ POC |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | RAIN BIRD PGA GLOBE | 1" | SHRUB SPRAY | 2.08 | 6 | 47.8 | 771.2 | 30 | 35.2 | |
| 2 | RAIN BIRD PGA GLOBE | 1" | SHRUB SPRAY | 9.36 | 20 | 173.0 | 418.1 | 30 | 37.1 | 44.7 |
| 3 | RAIN BIRD PGA GLOBE | 2" | SHRUB SPRAY | 29.12 | 58 | 486.2 | 194.4 | 30 | 32.7 | |
| 4 | RAIN BIRD PGA GLOBE | 1" | SHRUB SPRAY | 2.08 | 6 | 57.4 | 373.6 | 30 | 35.2 | 37.4 |
| | Common Wire | | | | | | 1,096 | | | |

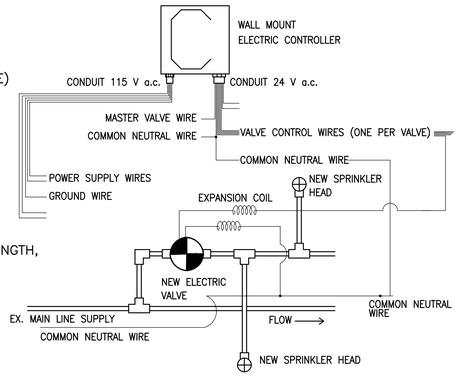
## IRRIGATION GENERAL NOTES

1. ALL IRRIGATION COMPONENTS ARE TO SCALE BUT SUBJECT TO FIELD MODIFICATION AS NEEDED. FIELD MODIFICATIONS OR RECOMMENDED CHANGES DUE TO AN IRRIGATION CONTRACTORS PRIOR EXPERIENCE WILL NOT RESULT IN ADDITIONAL PAYMENT..
2. ALL SPRINKLERS TO BE INSTALLED ON 1" SCH 80 SWING JOINTS
3. ALL COMPONENTS TO BE INSTALLED AS PER MANUFACTURERS RECOMMENDATIONS
4. MAINLINE DEPTH TO BE NO LESS THAN 18"
5. LATERAL DEPTH TO BE NO LESS THAN 16"
6. ELECTRIC CONTROL VALVES TO BE COVERED WITH 12" VALVE BOX
7. LOCATE VALVES OUT OF HIGH TRAFFIC AREAS
8. WIRE SPLICE CONNECTIONS TO BE WATERPROOF
9. WHERE IRRIGATION MAIN AND LATERAL LINES ARE UNDER SIDEWALKS OR PAVEMENT, RUNS SHALL BE INSTALLED IN PRESET SLEEVES.
10. INSTALL ALL COMPONENTS AS PER LOCAL, STATE AND FEDERAL CODES
11. REFER TO INSTALLATION DETAILS IN PLANS
12. REFER TO MANUFACTURER'S CATALOG FOR PERFORMANCE SPECIFICATIONS
13. COORDINATE ALL IRRIGATION INSTALLATION WITH OTHER RELATED ITEMS OF WORK.
14. ALL IRRIGATION PIPING SHALL BE PVC SCH 40 (MIN).
15. ALL IRRIGATION LINES SHALL BE FLUSHED PRIOR TO IRRIGATION HEAD INSTALLATION.
16. NO ROCKS OR OTHER EXTRANEOUS MATERIAL SHALL BE USED IN BACKFILL OPERATIONS.
17. AUTOMATIC DRAIN VALVES SHALL BE INSTALLED WITH EACH ZONE.
18. HEAD ADJUSTMENTS OR CHANGES IN NOZZLES ARE AN ABSORBED COST
19. CONTRACTOR SHALL COORDINATE WITH OWNER ON FINAL LOCATION OF IRRIGATION CONTROLLER.
20. CONTRACTOR SHALL COORDINATE WITH THE CITY ON ACQUIRING CITY APPROVED WATER MATER, CITY APPROVED BACKFLOW PREVENTER, AND MUST ABIDE BY ANY OTHER PLACEMENT AND INSTALLATION GUIDELINES. CONTRACTOR SHALL PAY ALL EXPENSES FOR PURCHASING AND INSTALLING CITY APPROVED IRRIGATION WATER METER.



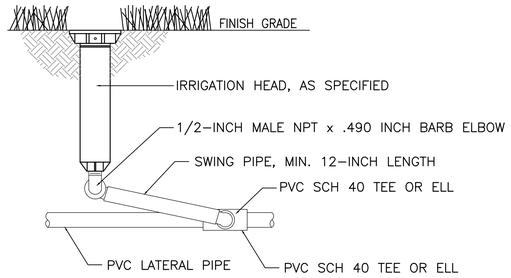

### TYPICAL REMOTE CONTROL VALVE DETAIL

NOT TO SCALE



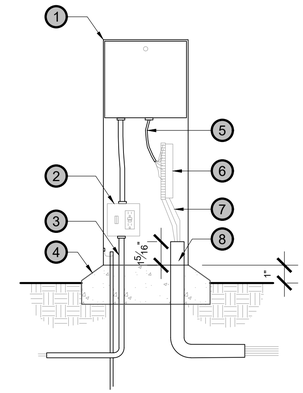

### ELECTRIC CONTROLLER WIRING DIAGRAM

NOT TO SCALE




### TYPICAL POP-UP SPRAY HEAD DETAIL

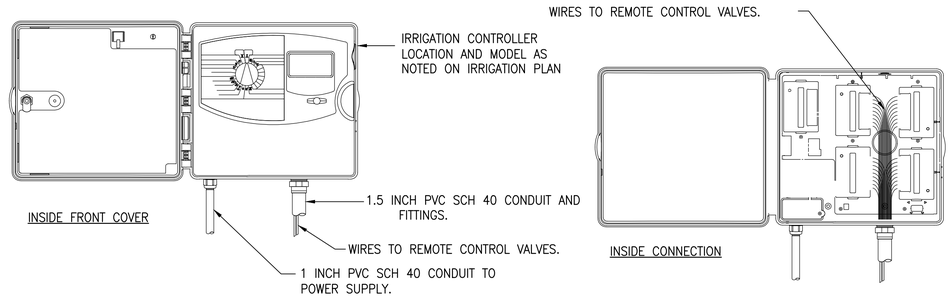
NOT TO SCALE




1. PEDESTAL MOUNT IRRIGATION CONTROLLER ON CONCRETE FOOTING. USE GALVANIZED 'J' BOLTS TO SECURE THE CONTROLLER TO THE PAD
2. GFI RECEPTACLE AND LOCKING SWITCH
3. 1" SCH. 40 CONDUIT WITH SWEEP ELL FOR 120 VOLT SOURCE
4. CONCRETE BASE: 6" MIN. THICKNESS, EXTEND 6" BEYOND OUTSIDE DIMENSIONS OF ENCLOSURE WITH SLOPE FOR DRAINAGE
5. 18 GA. WIRE HARNESS TO CONTROLLER
6. TERMINAL STRIPS, ARCHER BRAND #274-679, OR APPROVED EQUAL, SIZE AS REQUIRED
7. 14 GA. WIRES FROM FIELD
8. 1-1/2" PVC SCH. 40 CONDUIT WITH LONG SWEEP ELL

### PEDESTAL MOUNT CONTROLLER

NOT TO SCALE




### TYPICAL CONTROLLER DETAIL

NOT TO SCALE

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| DSGN: PKT | DATE: 01/2023 |
| DRWN: PKT | DATE: 03/2023 |
| CHKD: RPB | DATE: 03/2023 |
| QA/QC: | DATE: |

MIDTOWN STREETSCAPE PROJECT
STATE AID PROJECT NO. DECD-0018(36)BO

CITY OF HATTIESBURG - FORREST COUNTY
HATTIESBURG, MS

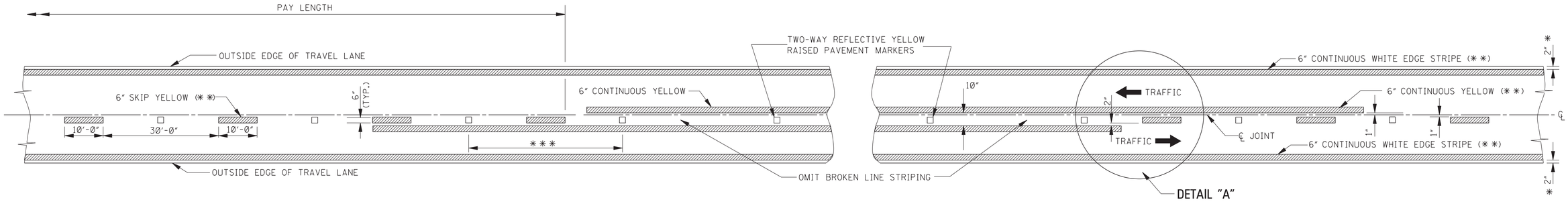
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IRRIGATION QUANTITIES & SCHEDULE
ADD ALTERNATE 1

| WORKING NUMBER: | DRAWING NUMBER: |
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| IRR-3 | 5015 |

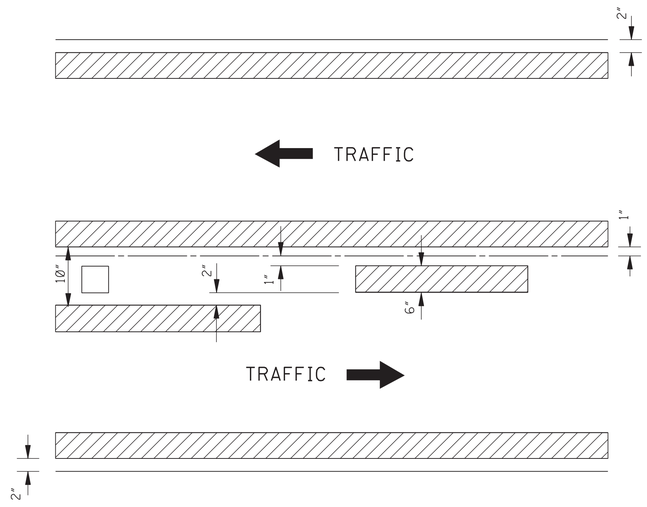
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## TWO–WAY TRAFFIC
(ASPHALT OR CONCRETE PAVEMENT)

NOTE: THE CRITERIA FOR NO-PASSING ZONES CAN BE FOUND IN THE MDOT ROADWAY DESIGN MANUAL, SECTION 11-1.01.




DETAIL "A"

DIRECTION OF TRAFFIC

GENERAL NOTES:

* 1. 2" UNLESS SHOWN ELSEWHERE ON THE PLANS. FOR STRIPING ON RUMBLE STRIP SECTIONS REFER TO WK. SHEETS RS-1, RS-2, AND RS-3.

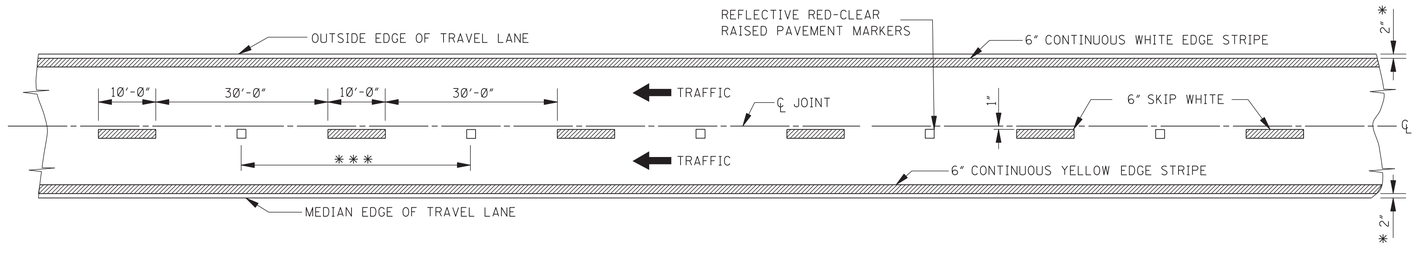
* * 2. EDGE STRIPE SHALL BE SAME MATERIAL AS LANE-LINE STRIPE (PAINT OR PLASTIC AS INDICATED IN PAY ITEMS).

* * * 3. SPACING OF REFLECTIVE RAISED PAVEMENT MARKERS IS AS FOLLOWS:

| | URBAN AREA (ft-in) | RURAL AREA (ft-in) |
|---|---|---|
| TANGENT SECTIONS | 40'-0" | 80'-0" |
| HORIZONTAL CURVES | 40'-0" | 40'-0" |
| INTERCHANGE LIMITS | 40'-0" | † 40'-0" |

† NOTE: ON THE MAIN FACILITY, REFLECTIVE RED-CLEAR RAISED PAVEMENT MARKERS ON A 40'-0" SPACING WILL BE REQUIRED ON LANE-LINE(S) THROUGH ALL INTERCHANGE AREAS BEGINNING 1000' IN ADVANCE (IN DIRECTION OF TRAFFIC) OF THE EXIT RAMP TAPER AND CONTINUING THROUGH THE INTERCHANGE TO THE END OF THE ENTRANCE RAMP TAPER.

4. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE REFLECTIVE RAISED PAVEMENT MARKERS AS LISTED IN THE MDOT "APPROVED SOURCES OF MATERIALS."




4–LANE WITH ONE–WAY TRAFFIC

| BY | REVISION | DATE |
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

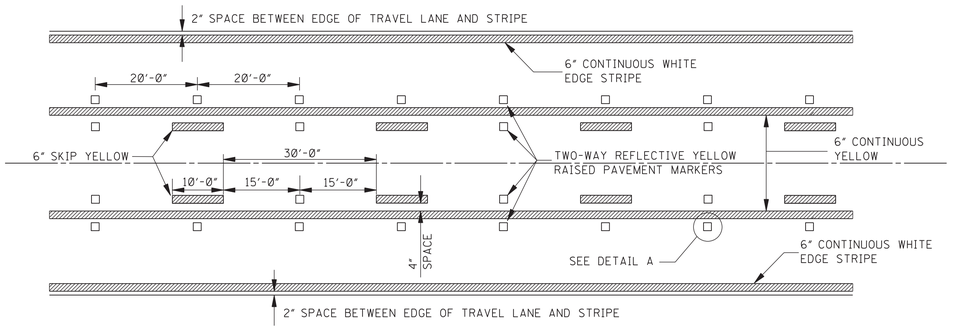
# PAVEMENT MARKING DETAILS FOR 2–LANE AND 4–LANE DIVIDED ROADWAYS

WORKING NUMBER
PM-1

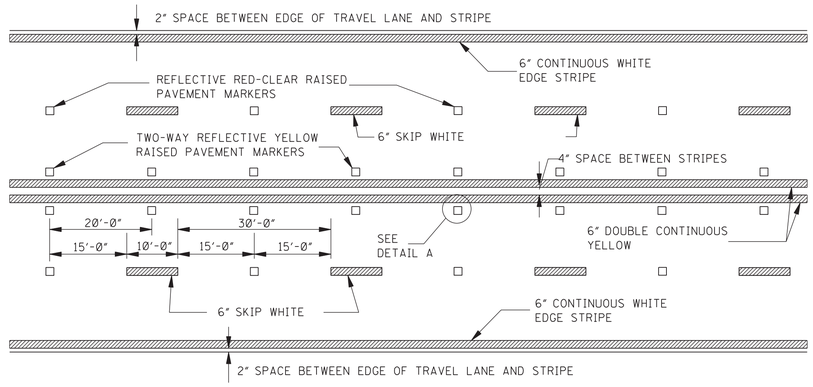
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
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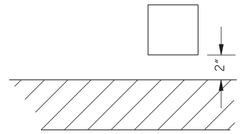
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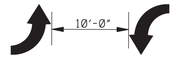

TYPICAL STRIPING AND RAISED
PAVEMENT MARKERS FOR 3–LANE SECTION




TYPICAL STRIPING AND RAISED
PAVEMENT MARKERS FOR 4–LANE SECTION

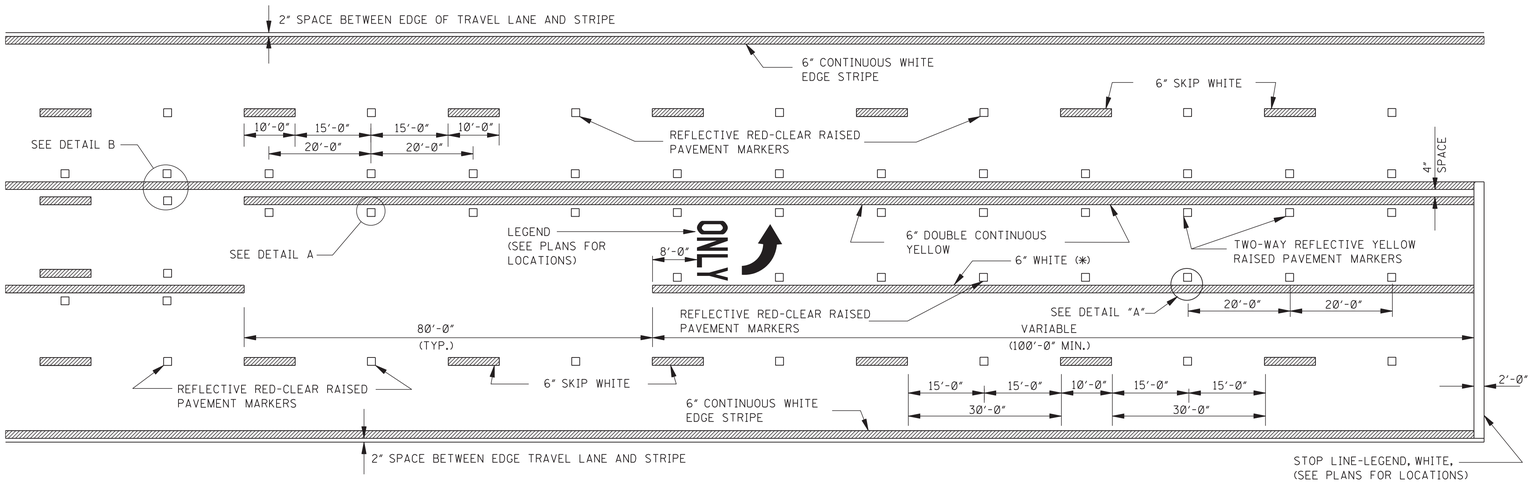



DETAIL A
LATERAL PLACEMENT OF
PAVEMENT MARKERS



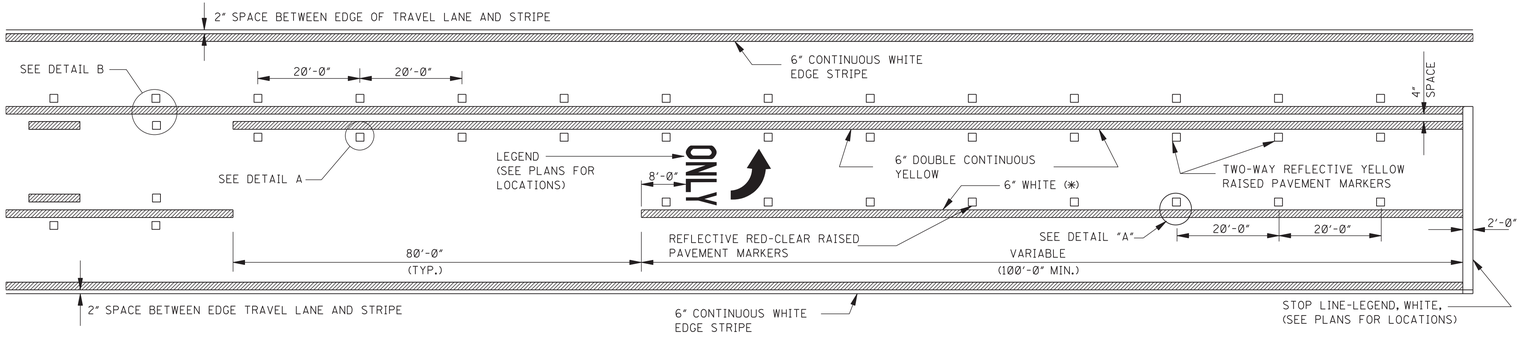

TYPICAL TWO–WAY ARROW INSTALLATION

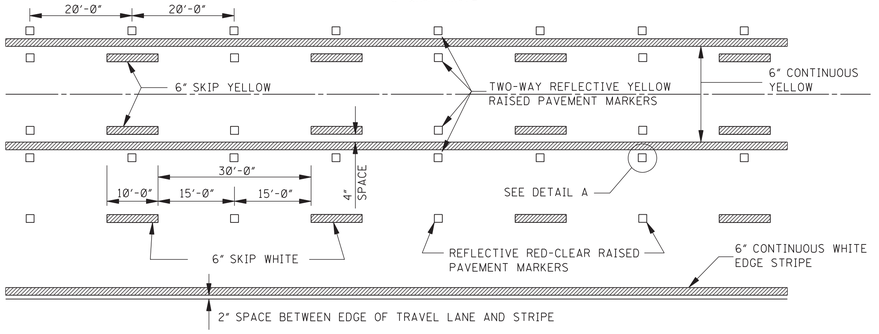
NOTES: 1. CONSIDER EACH SEGMENT OF CONTINUOUS TWO-WAY LEFT TURN LANE SEPARATELY.
2. IF SEGMENT IS LESS THAN 350', PLACE ONE SET OF ARROWS IN CENTER OF SEGMENT.
3. IF SEGMENT IS GREATER THAN 350', PLACE FIRST SET OF ARROWS 50' TO 100'.
FROM BEGINNING AND/OR END OF SEGMENT AND SPACE ADDITIONAL SETS OF ARROWS (250' O.C.).



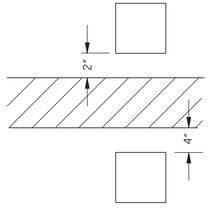

TYPICAL STRIPING AND RAISED
PAVEMENT MARKERS AT LEFT TURN LANES

* NOTE: USE DETAIL STRIPING IF LENGTH < 150' AT
THIS LOCATION, OTHERWISE USE CONTINUOUS STRIPING,




TYPICAL STRIPING AND RAISED
PAVEMENT MARKERS FOR 5–LANE SECTION




DETAIL B
LATERAL PLACEMENT OF
PAVEMENT MARKERS

GENERAL NOTE:

1. PAVEMENT MARKERS SHALL BE HIGH PERFORMANCE RAISED PAVEMENT MARKERS AS LISTED IN THE MDOT "APPROVED SOURCES OF MATERIALS".

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# PAVEMENT MARKING DETAILS FOR 3–LANE 4–LANE AND 5–LANE UNDIVIDED ROADWAYS

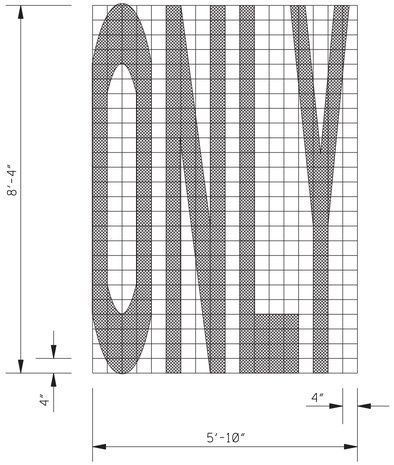
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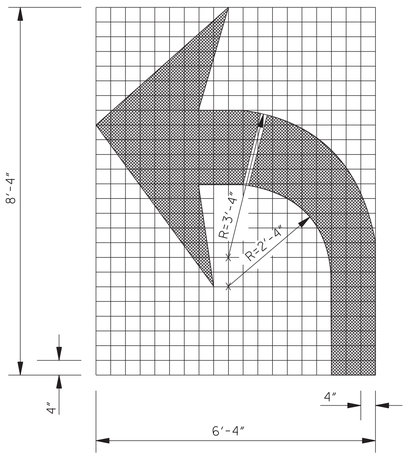
WORKING NUMBER PM-2

ISSUE DATE: AUGUST 01, 2017

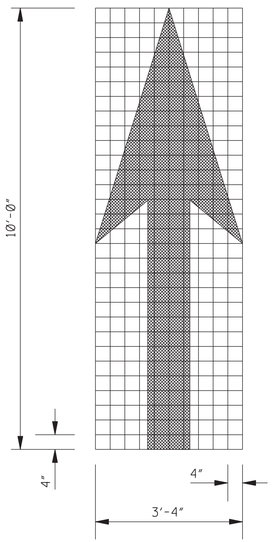
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| STATE | PROJECT NO. |
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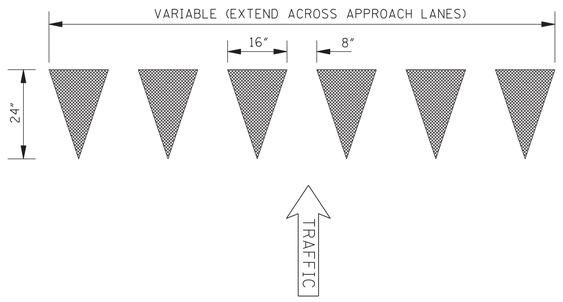


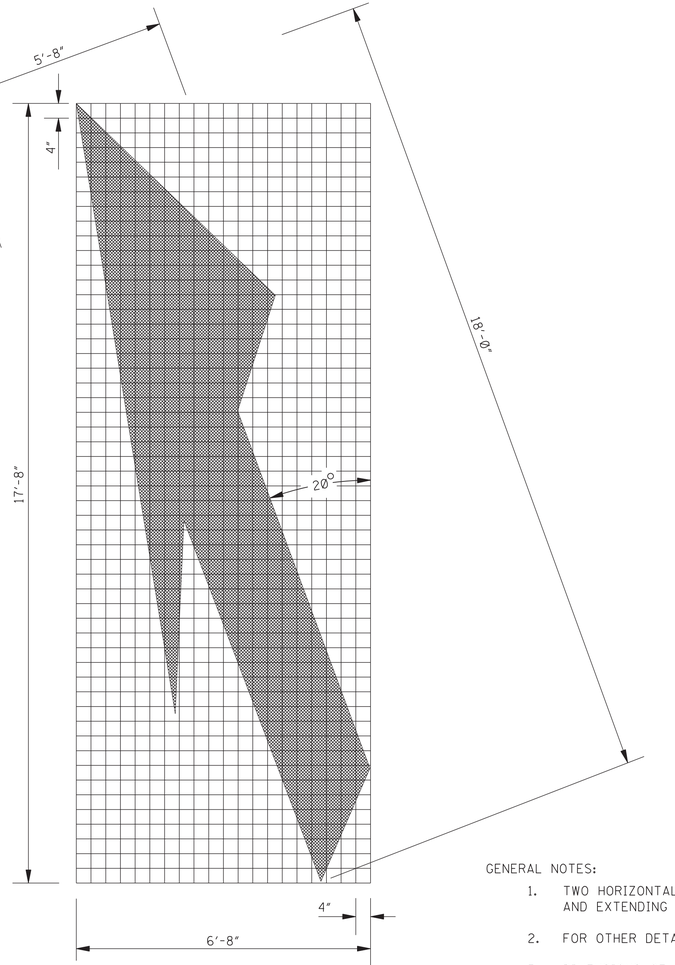

TURN ARROW



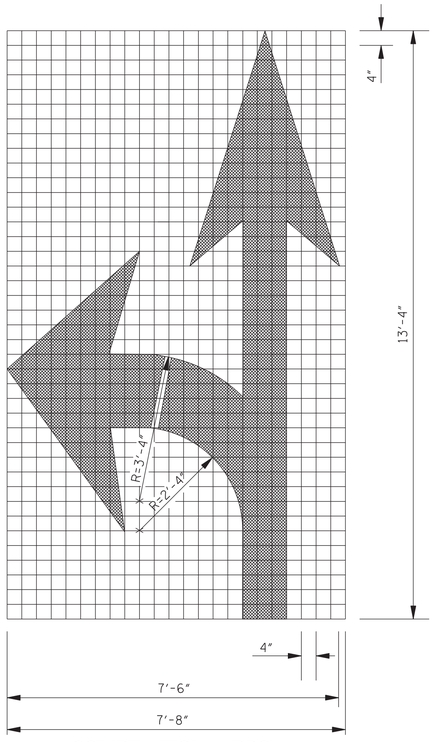

THRU ARROW



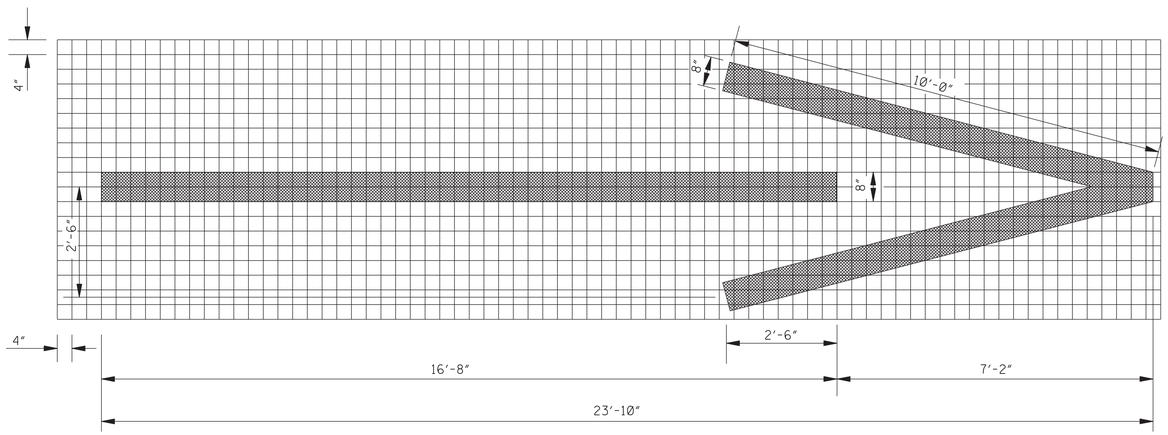

YIELD LINE




LANE–REDUCTION ARROW




COMBINATION ARROW




1–WAY ARROW

GENERAL NOTES:

1. TWO HORIZONTAL GAPS (CAUSED BY TEMPLATE CONNECTORS) OF 1½" OR LESS AND EXTENDING THE FULL WIDTH ARE PERMITTED IN EACH LETTER.
2. FOR OTHER DETAILS, SEE THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
3. DIMENSIONS OF THE YIELD LINE MAY VARY WITH APPROVAL OF THE ENGINEER. SEE MUTCD, LATEST EDITION, FOR ALLOWABLE DIMENSIONS.
4. PAY QUANTITIES FOR PAVEMENT MARKING LEGENDS ARE AS FOLLOWS:

| PAY QUANTITIES | |
|---|---|
| LEGEND/SYMBOL | AREA ($ft^2$) |
| ONLY | 22.0 |
| TURN ARROW | 16.4 |
| THRU ARROW | 12.3 |
| COMB. ARROW | 27.5 |
| 1-WAY ARROW | 24.3 |
| LANE REDUCTION ARROW | 40.0 |

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# PAVEMENT MARKING LEGEND DETAILS

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
PM-6

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
6056

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GENERAL NOTES:

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).

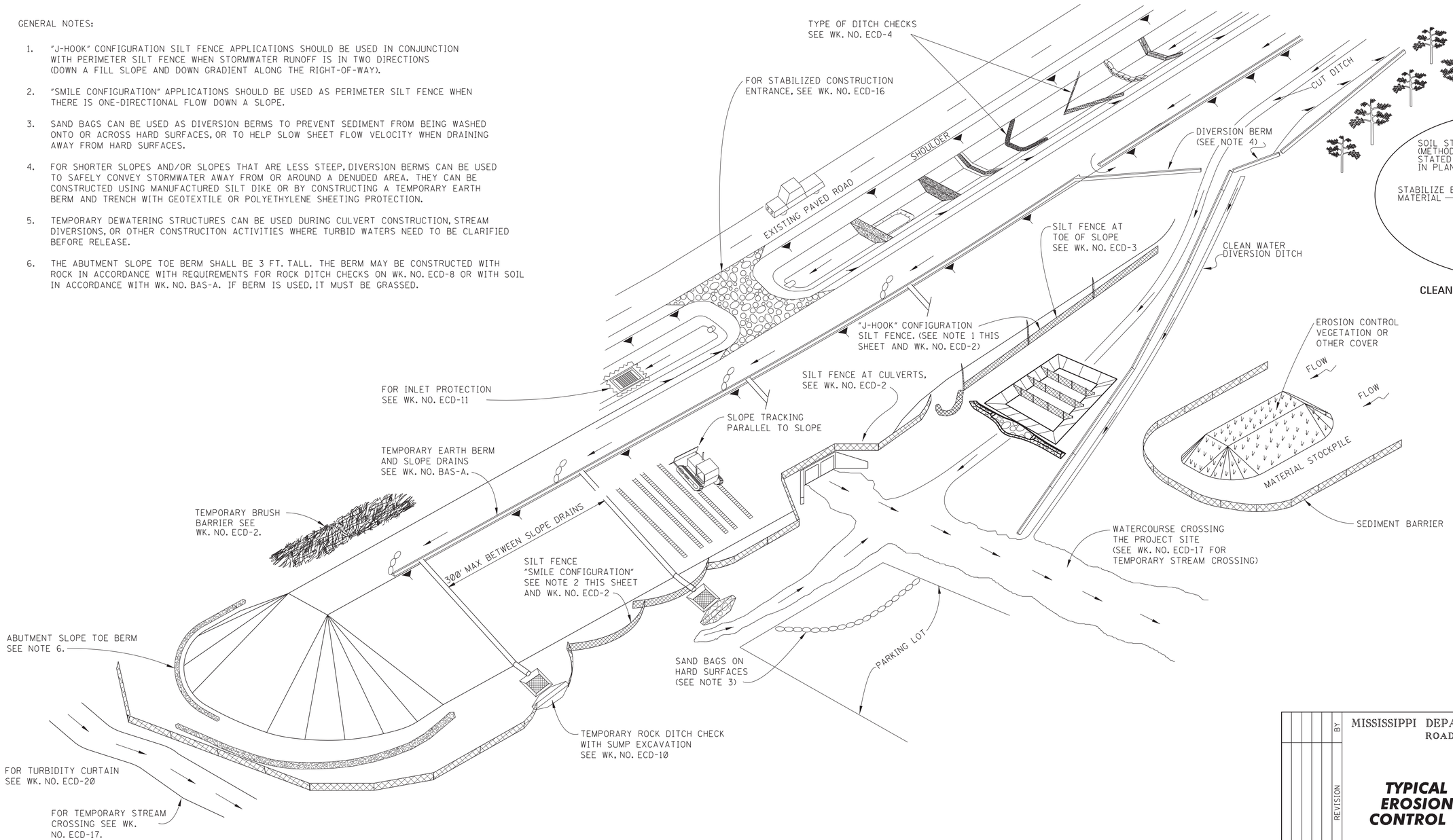
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.

3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.

4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.

5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCITON ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.

6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.




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ROADWAY DESIGN DIVISION
STANDARD PLAN

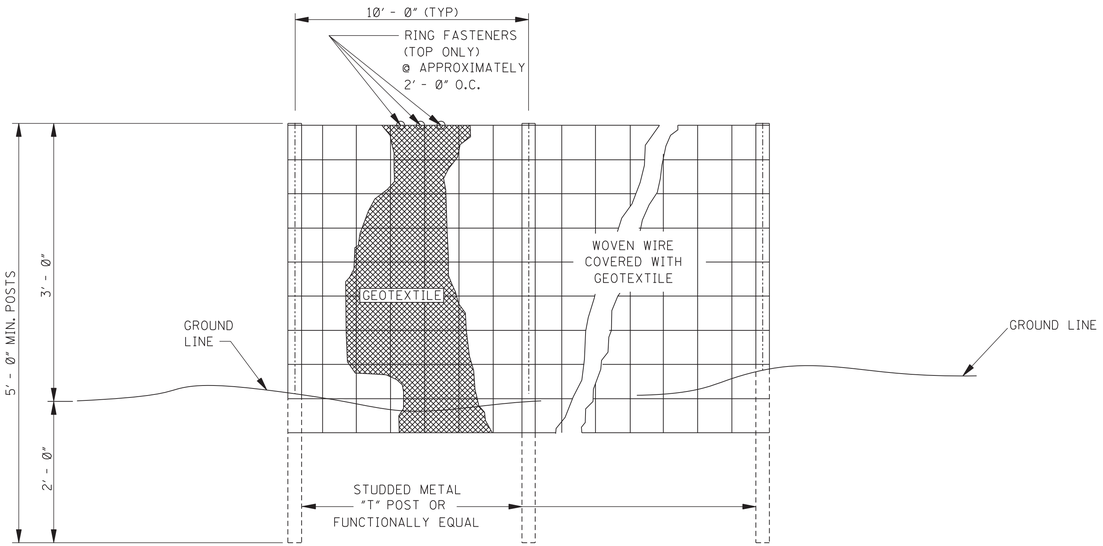
# TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS

WORKING NUMBER
ECD-1

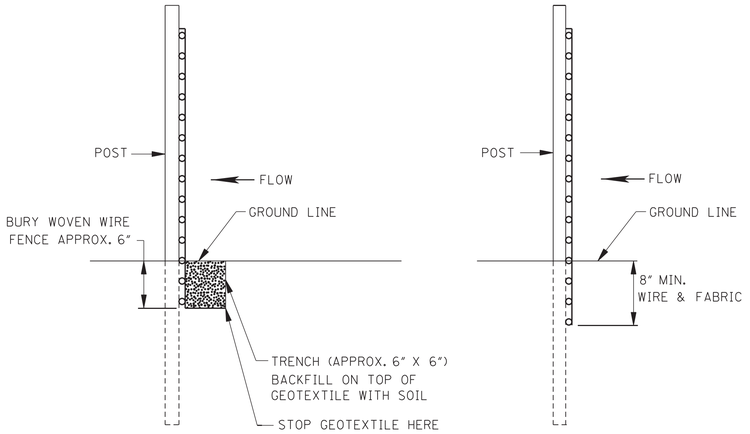
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
6101

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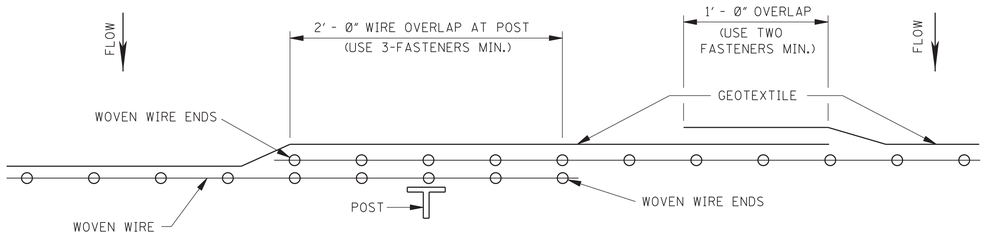

ELEVATION VIEW




METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW




PLAN VIEW

REQUIRED LAPPING

GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# DETAILS OF SILT FENCE INSTALLATION

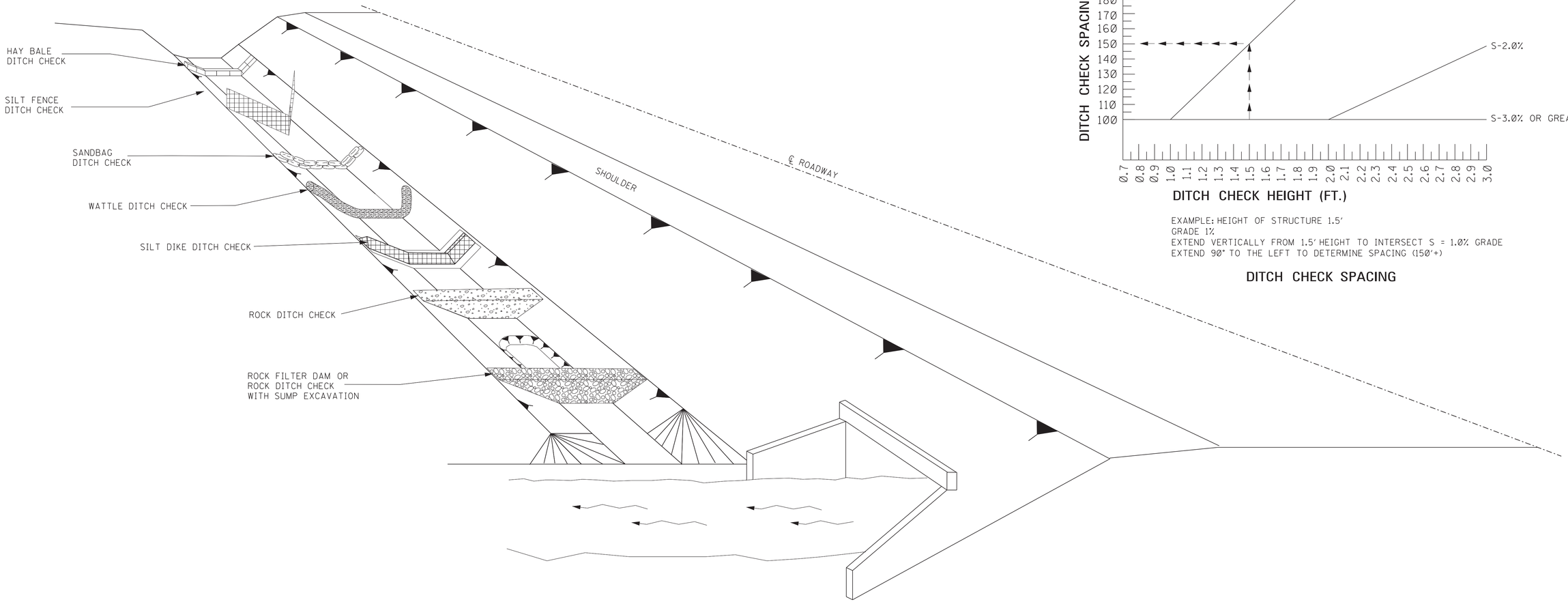
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
ECD-3

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
6103

| STATE | PROJECT NO. |
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EXAMPLE: HEIGHT OF STRUCTURE 1.5'
GRADE 1%
EXTEND VERTICALLY FROM 1.5' HEIGHT TO INTERSECT S = 1.0% GRADE
EXTEND 90° TO THE LEFT TO DETERMINE SPACING (150'+)

## DITCH CHECK SPACING

GENERAL NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES ⅓ THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN ½ THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
7. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

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# DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS

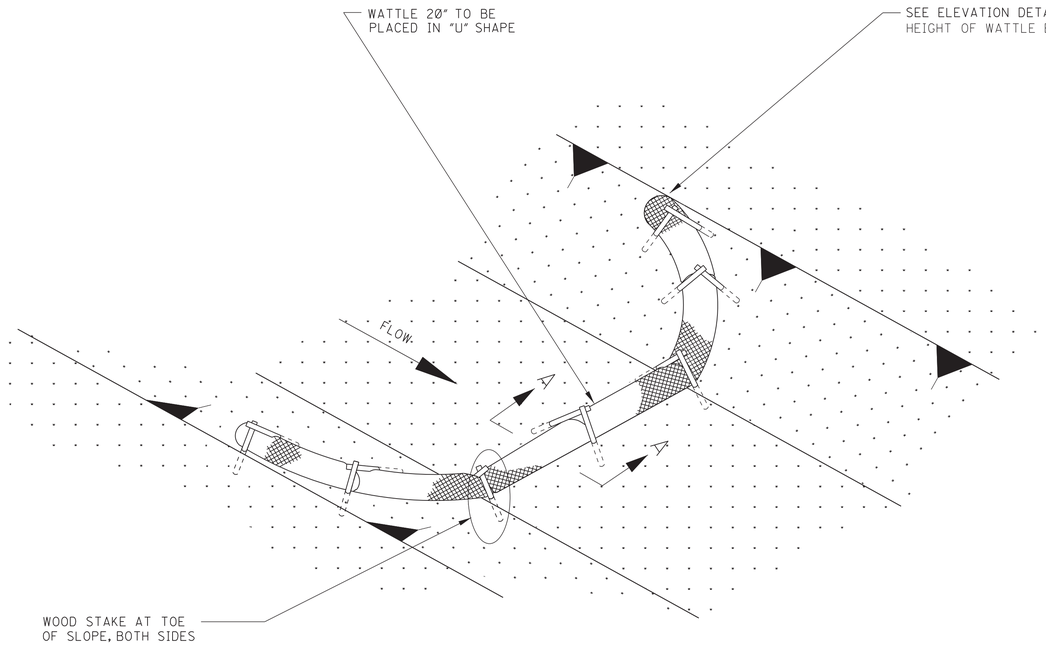
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
ECD-4

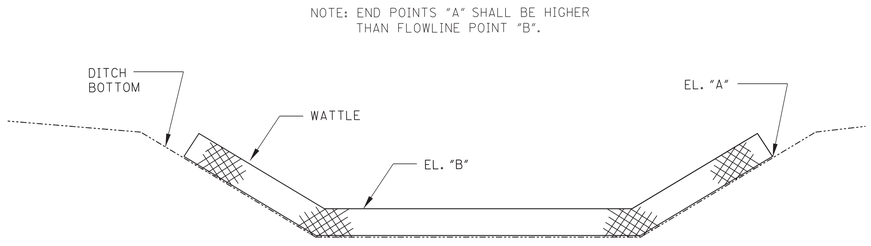
ISSUE DATE: AUGUST Ø1, 2Ø17

SHEET NUMBER
61Ø4

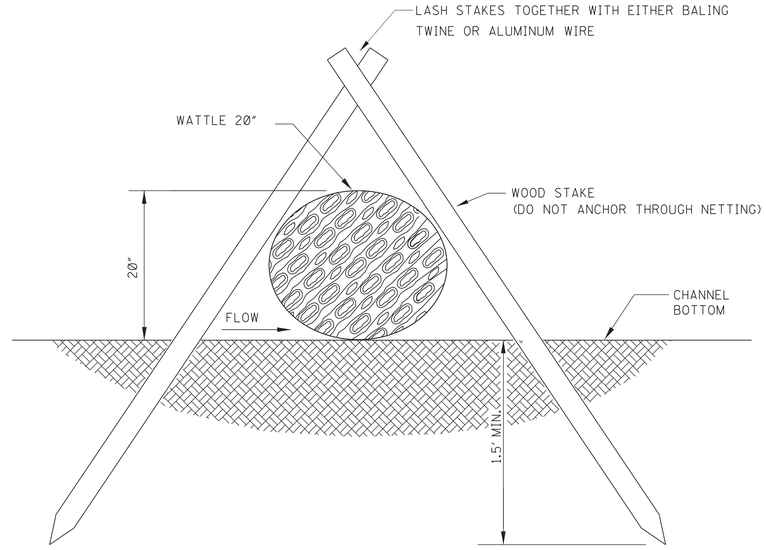
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## DETAIL (DITCH CHECK)




## ELEVATION DETAIL



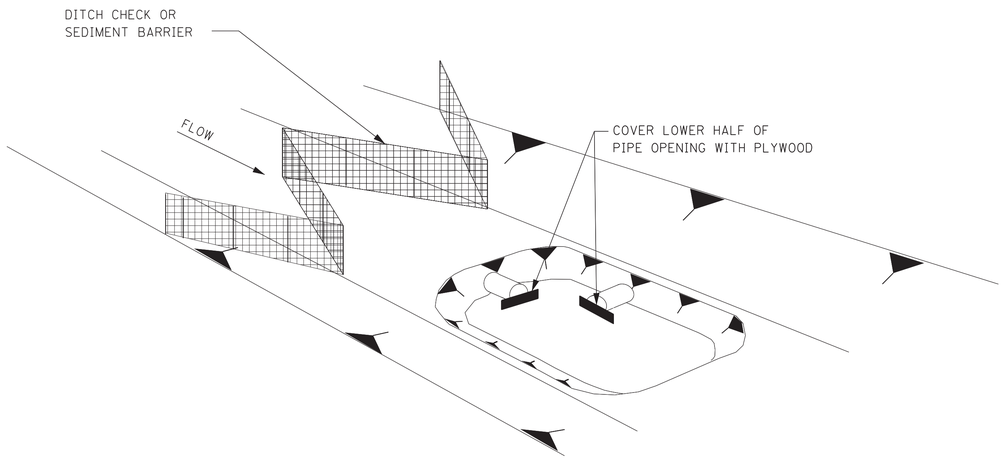

## SECTION A–A

NOTES:

1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
3. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.

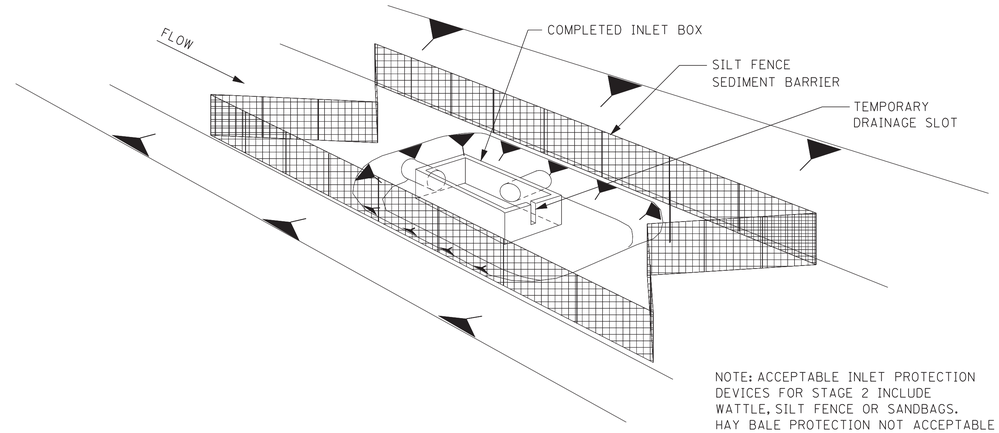
| | BY | MISSISSIPPI DEPARTMENT OF TRANSPORTATION<br>ROADWAY DESIGN DIVISION<br>STANDARD PLAN | |
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| | REVISION | **DETAILS OF EROSION CONTROL WATTLE DITCH CHECK** | WORKING NUMBER<br>ECD-6 |
| | DATE | ISSUE DATE: AUGUST 01, 2017 | SHEET NUMBER<br>6106 |

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| MISS. | |




## STAGE 1

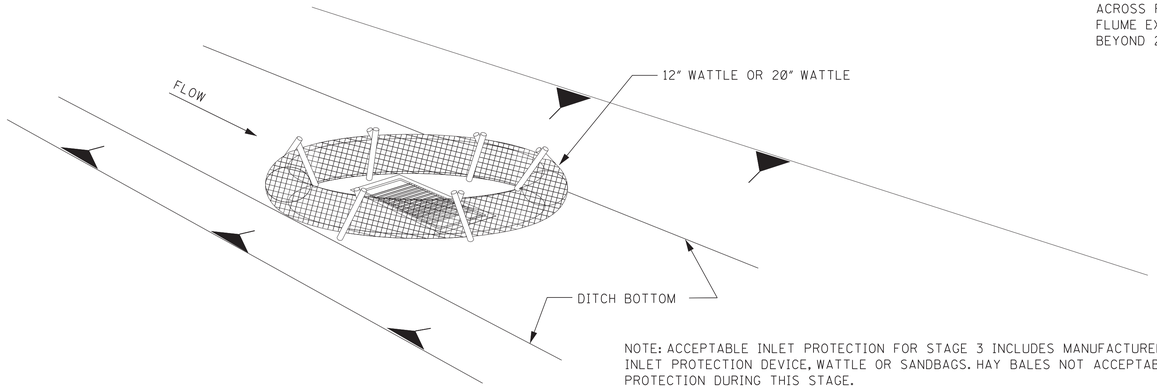
INLET/JUNCTION BOX LOCATION EXCAVATED




NOTE: ACCEPTABLE INLET PROTECTION DEVICES FOR STAGE 2 INCLUDE WATTLE, SILT FENCE OR SANDBAGS. HAY BALE PROTECTION NOT ACCEPTABLE DURING THIS PHASE.

## STAGE 2

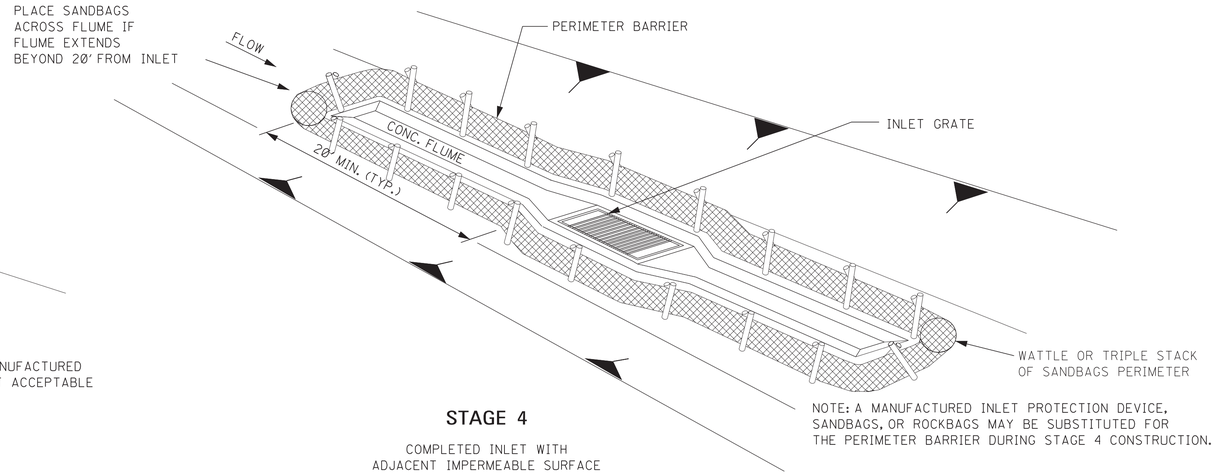
INLET/JUNCTION BOX
CONSTRUCTED BUT NOT BACKFILLED




NOTE: ACCEPTABLE INLET PROTECTION FOR STAGE 3 INCLUDES MANUFACTURED INLET PROTECTION DEVICE, WATTLE OR SANDBAGS. HAY BALES NOT ACCEPTABLE PROTECTION DURING THIS STAGE.

## STAGE 3

INLET CONSTRUCTED AND BACKFILLED




NOTE: A MANUFACTURED INLET PROTECTION DEVICE, SANDBAGS, OR ROCKBAGS MAY BE SUBSTITUTED FOR THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

## STAGE 4

COMPLETED INLET WITH
ADJACENT IMPERMEABLE SURFACE

## DITCH INLET CONSTRUCTION STAGES

NOTES:

1. DRAINAGE STRUCTURE BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
2. CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.
3. DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
4. IF SILT FENCE IS INSTALLED AROUND THE INLET INSTALLATION IT SHOULD BE IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.
5. FOR INLET PROTECTION TO BE USED IN STAGES 1 AND 2 OF CONSTRUCTION, SEE WK. NO. ECD-12.

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ROADWAY DESIGN DIVISION
STANDARD PLAN

# *TYPICAL APPLICATIONS AND DETAILS FOR INLET CONSTRUCTION*

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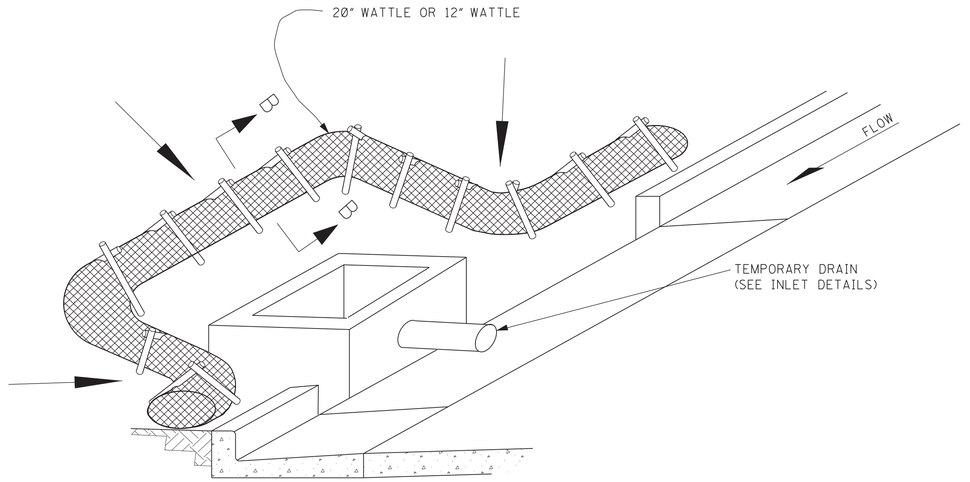
WORKING NUMBER
ECD-11

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
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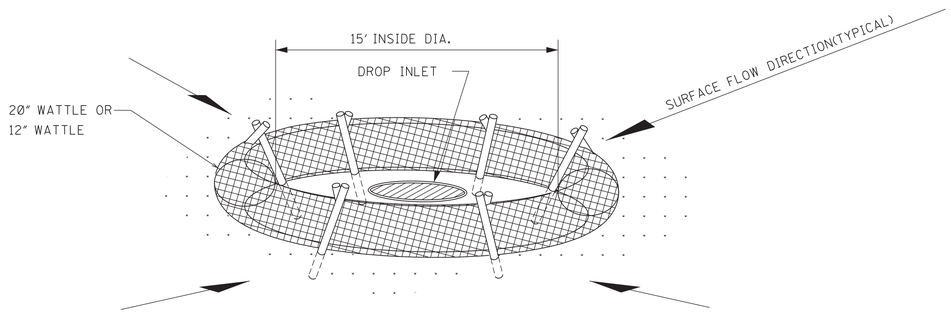
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NOTE: SILT FENCE OR SANDBAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.

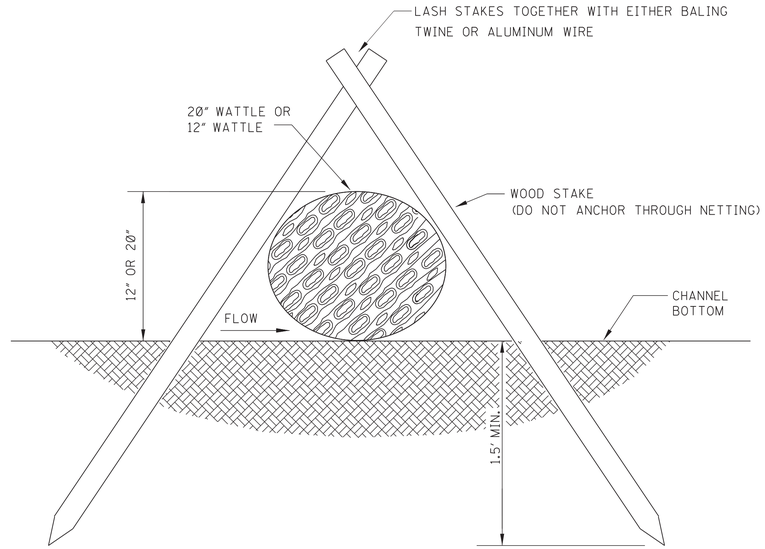



CURB INLET PROTECTION (STAGE 2)

SINGLE OR DOUBLE WING INLET




DROP INLET PROTECTION




SECTION B–B

NOTES:

1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
2. OVERLAP ENDS OF WATTLES PER MANUFACTURER'S RECOMMENDATIONS (1' MIN., 3' MAX.)
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SANDBAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE WATTLES IN PLACE. COST OF SANDBAGS USED IN THIS APPLICATION SHALL BE INCLUDED IN OTHER ITEMS BID.

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# INLET PROTECTION DETAILS OF WATTLES

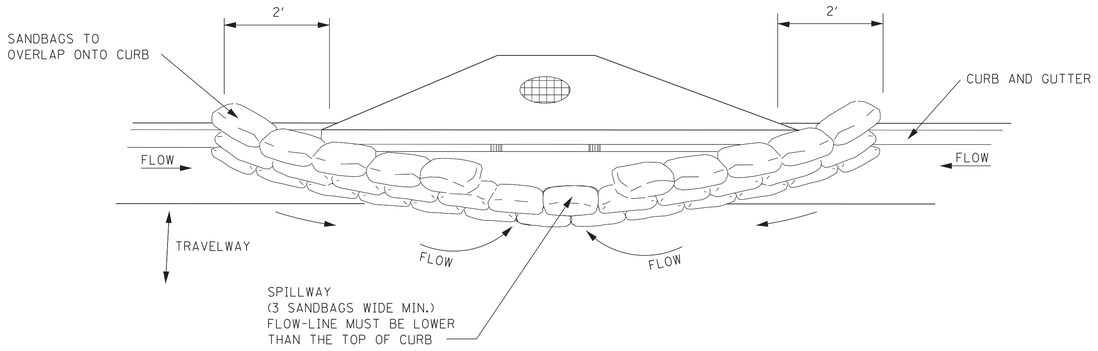
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER ECD-13

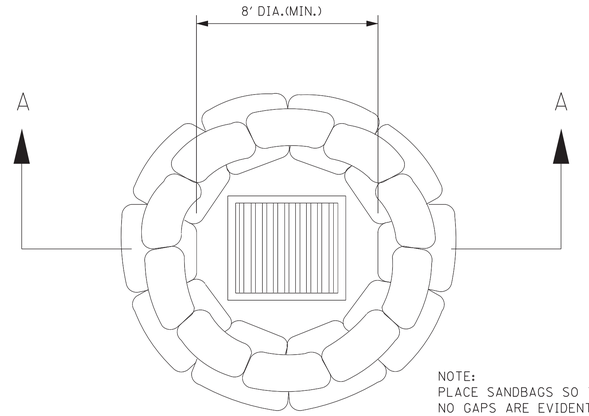
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER 6113

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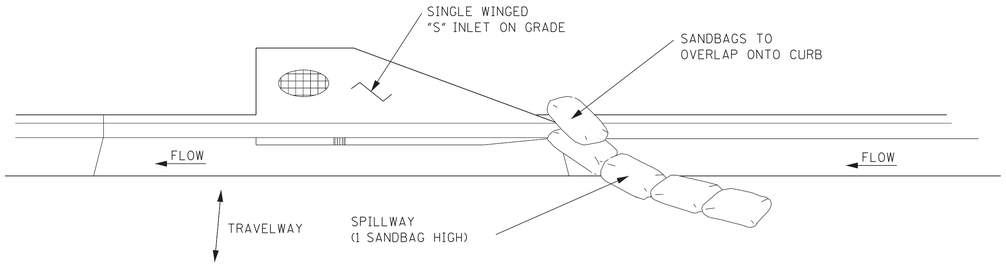



TYPICAL (SANDBAG) PROTECTION FOR INLET IN SAG

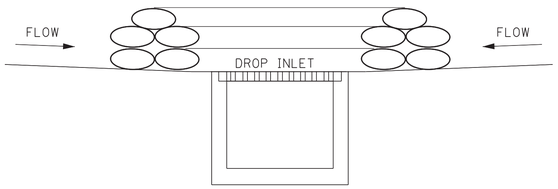



DROP INLET

PLAN VIEW




TYPICAL (SANDBAG) PROTECTION FOR INLET ON GRADE

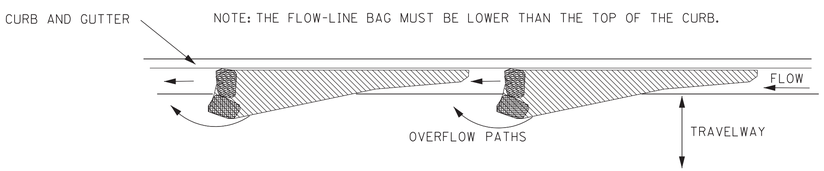



SECTION A–A

SANDBAG BARRIER

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND ITS PERIMETER TO CONTOL SEDIMENT.




CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

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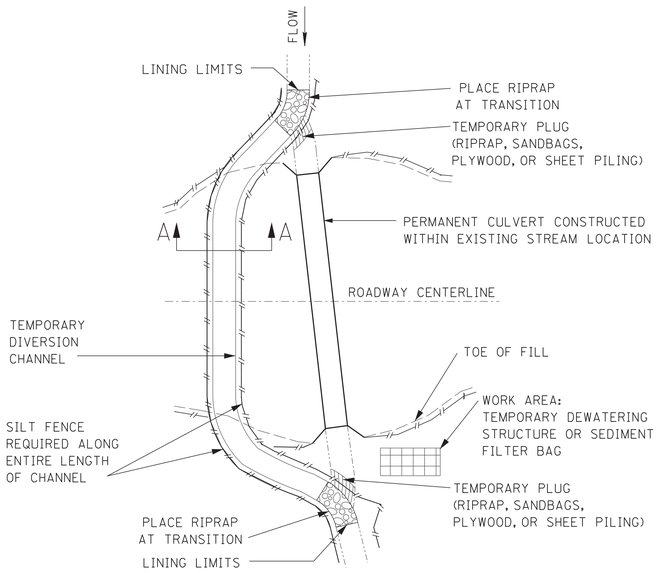
# INLET PROTECTION DETAILS OF SANDBAGS

ISSUE DATE: AUGUST 01, 2017

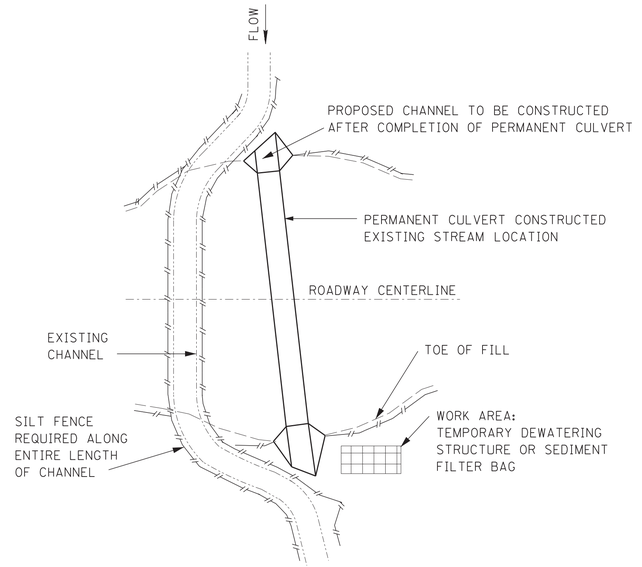
WORKING NUMBER
ECD-15

SHEET NUMBER
6115

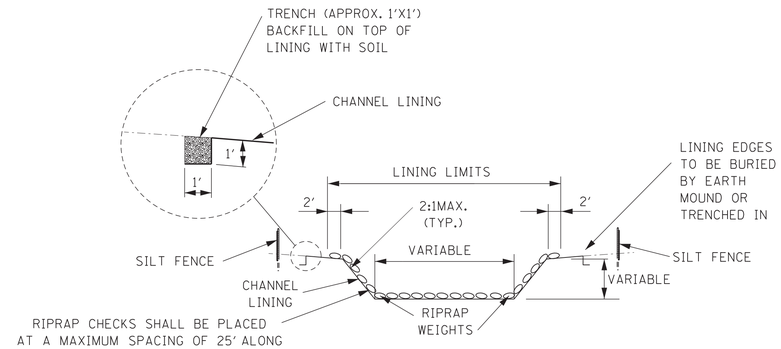
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| MISS. | |




CULVERT CONSTRUCTED
WITHIN EXISTING STREAM

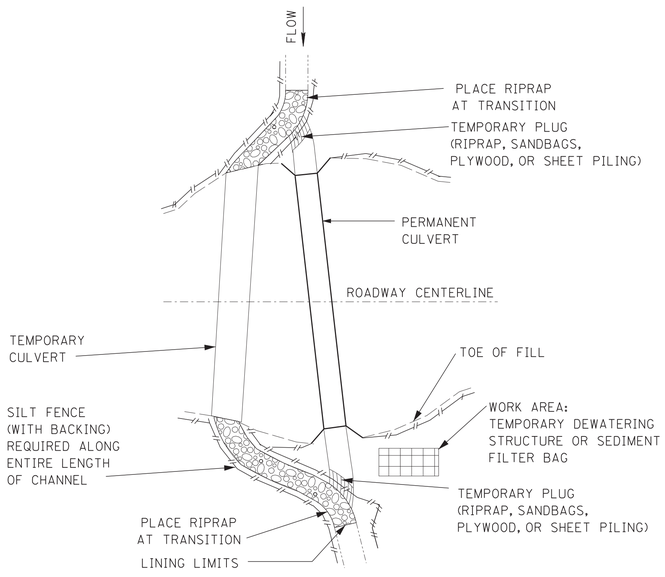



CULVERT CONSTRUCTED
OUTSIDE EXISTING STREAM




SECTION A–A

TEMPORARY DIVERSION CHANNEL
WITH GEOTEXTILE FABRIC




TEMPORARY CULVERT
USED DURING CONSTRUCTION

GENERAL NOTES:

1. TEMPORARY DIVERSION CHANNELS MAY BE USED TO DIVERT NORMAL STREAM PATH FLOW FROM AN ERODIBLE AREA UNTIL SUCH AREAS CAN BE STABILIZED.
2. TYPE III FILTER FABRIC OR PRE-FAB DITCH LINER MAY BE USED FOR CHANNEL LINING.
3. RIPRAP WITH FILTER FABRIC MAY BE USED FOR CHANNEL FLOW VELOCITIES OF 3 FPS TO 9 FPS. THE RIPRAP SHALL BE SIZE 300 LB.
4. LOCATIONS OR TYPES OF TEMPORARY DIVERSIONS WILL NOT BE SHOWN ON THE PLANS.
5. DIVERSION CHANNEL SHALL BE STABILIZED AND INSPECTED BY THE ENGINEER BEFORE FLOW IS DIVERTED.
6. DURING CONSTRUCTION OF DIVERSION CHANNEL, DAMAGE TO THE EXISTING STREAM, CANOPY REMOVAL, AND DEPTH OF THE CHANNEL CONSTRUCTION SHOULD BE MINIMIZED.
7. CONSTRUCTION OF THE CHANNEL RELOCATIONS AND CULVERTS SHALL PROCEED AS FOLLOWS:
   - 7.1 CONSTRUCT A MEANDERING TEMPORARY CHANNEL CHANGE ADJACENT TO THE PROPOSED CULVERT TO DIVERT WATER TEMPORARILY DURING THE CULVERT CONSTRUCTION. TEMPORARY EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS.
   - 7.2 RELOCATE CHANNEL AND CONSTRUCT CULVERT SIMULTANEOUSLY.
   - 7.3 SOD AND/OR RIPRAP RECONSTRUCTED BANKS AT TRANSITIONS. THE UPPER CHANNEL PLUG IS TO REMAIN IN PLACE UNTIL SUBNOTE 7.1 THROUGH 7.4 UNDER THIS HEADING ARE COMPLETED TO INSURE THAT ALL CONSTRUCTION IS IN THE DRY.
   - 7.4 IF AN EARTH PLUG IS NECESSARY AT THE DOWNSTREAM END OF THE CHANNEL IT SHOULD BE REMOVED FIRST, THEN REMOVE THE UPPER PLUG TO RELEASE WATER INTO THE RECONSTRUCTED CHANNEL.
   - 7.5 PLUGS SHOULD REMAIN IN PLACE UNTIL PERMANENT STABILIZATION OF THE NEW WATER COURSE IS COMPLETED. REMOVAL OF PLUGS SHOULD ONLY BE PERFORMED FOLLOWING ACCEPTANCE OF ALL STABILIZATION WORK BY THE ENGINEER.
8. THE DETAILS PROVIDED DEPICT TYPICAL TEMPORARY DIVERSION CHANNELS.
9. THE CONTRACTOR MAY PROPOSE THE USE OF OTHER DIVERSION OPTIONS SUCH AS PIPING, PUMPING OR STAGED CONSTRUCTION.
10. THE EFFECTIVE AREA OF FLOW IN THE TEMPORARY CHANNEL OR CULVERT SHALL BE A MINIMUM OF ONE-HALF THAT OF THE EXISTING STRUCTURE.
11. INSTALLATION OF FILTER FABRIC SHALL BEGIN AT THE DOWNSTREAM END AND PROGRESS UPSTREAM. EDGES OF ADJACENT FILTER FABRIC SHALL OVERLAP AT LEAST 1 FOOT. THE ENDS OF THE FILTER FABRIC SHALL BE SECURELY HELD IN PLACE WITH RIPRAP.
12. THE COST OF THE TEMPORARY DEWATERING STRUCTURE OR SEDIMIENT FILTER BAG SHALL BE INCLUDED IN OTHER ITEMS BID.

| BY | REVISION | DATE |
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# TEMPORARY STREAM DIVERSION

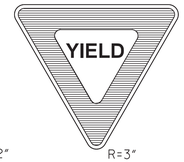
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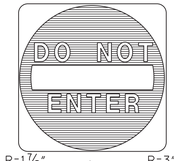
WORKING NUMBER
ECD-18

ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
6118

| STATE | PROJECT NO. |
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| SIGN NUMBER | R1-1 | | R1-2 | | | R2-1 | | | R2-4a | R3-1 | | R3-2 | | R3-4 | | R3-5 | R4-3 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ALUMINUM (6061-T6) SIGN BLANK THICKNESS | 0.100″ | 0.125″ | 0.080″ | 0.100″ | 0.125″ | 0.080″ | 0.100″ | 0.125″ | 0.125″ | 0.080″ | 0.100″ | 0.080″ | 0.100″ | 0.080″ | 0.100″ | 0.080″ | 0.100″ | 0.125″ |
| LEGEND |   | |   R=2″ R=3″ R=4″ | | |   R=1½″ R=2¼″ R=3″ | | |   R=3″ |  R=1½″ R=2¼″ | |  R=1½″ R=2¼″ | |  R=1½″ R=2¼″ | |   R=1⅞″ |   R=2¼″ R=3″ | |
| LETTER & NUMERAL SERIES | 12″ SERIES "C" | 16″ SERIES "C" | 3″ SERIES "C" | 6″ RED 1″ WHITE | 8″ RED 1½″ WHITE | 4″ SERIES "E" 4″ SERIES "E" 10″ SERIES "E" | 6″ SERIES "E" 6″ SERIES "E" 14″ SERIES "E" | 8″ SERIES "E" 8″ SERIES "E" 16″ SERIES "E" | 8″ SERIES "E" 16″ SERIES "E" 8″ SERIES "C" 14″ SERIES "D" | | | | | | | 6″ SERIES "D" | 6″ SERIES "D" | 8″ SERIES "D" |
| WIDTH OF BORDER INSIDE / OUTSIDE | ⅞″ BLACK ⅜″ WHITE | 1¼″ BLACK ¾″ WHITE | ⅝″ BLACK ¾″ WHITE | ⅞″ BLACK ⅝″ WHITE | 1¼″ BLACK ¾″ WHITE | ⅝″ BLACK ⅜″ WHITE | ⅞″ BLACK ⅝″ WHITE | 1¼″ BLACK ¾″ WHITE | ⅞″ BLACK ¾″ WHITE | ⅝″ BLACK ⅜″ WHITE | ⅞″ BLACK ⅝″ WHITE | ⅝″ BLACK ⅜″ WHITE | ⅞″ BLACK ⅝″ WHITE | ⅝″ BLACK ⅜″ WHITE | ⅞″ BLACK ⅝″ WHITE | ¾″ BLACK ½″ WHITE | ⅞″ BLACK ⅝″ WHITE | 1¼″ BLACK ¾″ WHITE |
| SIZE (WIDTH X HEIGHT) | 36″ OCTAGON | 48″ OCTAGON | 36″ EQUIL. TRIANGLE | 48″ EQUIL. TRIANGLE | 60″ EQUIL. TRIANGLE | 24″ X 30″ | 36″ X 48″ | 48″ X 60″ | 48″ X 96″ | 24″ X 24″ | 36″ X 36″ | 24″ X 24″ | 36″ X 36″ | 24″ X 24″ | 36″ X 36″ | 30″ X 36″ | 36″ X 48″ | 48″ X 60″ |
| COLORS COPY / BACKGROUND | WHITE RED | WHITE RED | RED WHITE | RED WHITE | RED WHITE | BLACK WHITE | BLACK WHITE | BLACK WHITE | BLACK WHITE | BLACK & RED WHITE | BLACK & RED WHITE | BLACK & RED WHITE | BLACK & RED WHITE | BLACK & RED WHITE | BLACK & RED WHITE | BLACK WHITE | BLACK WHITE | BLACK WHITE |
| REFLECTORIZATION | ALL | ALL | ALL | ALL | ALL | B'GROUND | B'GROUND | B'GROUND | BACKGROUND | BACKGROUND, CIRCLE, & DIAG. | BACKGROUND, CIRCLE, & DIAG. | BACKGROUND, CIRCLE, & DIAG. | BACKGROUND, CIRCLE, & DIAG. | BACKGROUND, CIRCLE, & DIAG. | BACKGROUND, CIRCLE, & DIAG. | BACKGROUND | BACKGROUND | BACKGROUND |
| NUMBER OF POSTS FOR MOUNTING | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 |
| NUMBER OF HOLES TO BE PUNCHED (⅜″ DIA.) | 2 | 4 | 2 | 4 | 4 | 2 | 4 | 6 | 10 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 4 | 6 |
| PUNCHING DISTANCE FROM EACH VERTICAL EDGE | 18″ (VERT. CENTER) | 9″ | 18″ (VERT. CENTER) | 12″ (FROM CENTER) | 15″ (FROM CENTER) | 12″ (VERT. CENTER) | 3″ | 9″ | 9″ | 12″ (VERT. CENTER) | 18″ (VERT. CENTER) | 12″ (VERT. CENTER) | 18″ (VERT. CENTER) | 12″ (VERT. CENTER) | 18″ (VERT. CENTER) | 15″ (VERT. CENTER) | 3″ | 9″ |
| PUNCHING DISTANCE FROM TOP EDGE | 3″; 33″ | 9″; 39″ | 3″; 27″ | 3″; 15″ | 3″; 21″ | 3″; 27″ | 9″; 39″ | 4″; 30″; 56″ | 4″; 28″; 52″; 60″; 92″ | 3″; 21″ | 6″; 30″ | 3″; 21″ | 6″; 30″ | 3″; 21″ | 6″; 30″ | 6″; 30″ | 9″; 39″ | 4″; 30″; 56″ |

| SIGN NUMBER | R4-7 | | R6-3 | R5-1 | | R5-1a | R6-1L, R6-1R | R6-2L, R6-2R | R8-4 | | R11-1 | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| ALUMINUM (6061-T6) SIGN BLANK THICKNESS | 0.080″ | 0.125″ | 0.080″ | 0.100″ | 0.125″ | 0.100″ | 0.080″ | 0.080″ | 0.080″ | 0.100″ | 0.125″ | 0.125″ |
| LEGEND |  R=1½″ R=2¼″ R=3″ | |   |   R=1⅞″ R=3″ | |   R=2¼″ |   R=1½″ |   R=1½″ |   R=2¼″ | |   R=3″ | |
| LETTER & NUMERAL SERIES | | | | 4″ SERIES "D" | 6″ SERIES "D" | 8″ SERIES "D" | 4″ SERIES "D" | 6″ SERIES "D" | 4″ SERIES "D" | 6″ SERIES "D" | 8″ SERIES "C" | 10″ SERIES "C" |
| WIDTH OF BORDER INSIDE / OUTSIDE | ⅝″ BLACK ⅜″ WHITE | ⅞″ BLACK ⅝″ WHITE | 1¼″ BLACK ¾″ WHITE | ⅝″ BLACK ⅜″ WHITE | WHITE OUT-SIDE BORDER | WHITE OUT-SIDE BORDER | 1″ WHITE | ½″ WHITE | ⅝″ BLACK ⅜″ WHITE | ⅞″ BLACK ⅝″ WHITE | ⅞″ BLACK ⅝″ WHITE | 1¼″ BLACK ¾″ WHITE |
| SIZE (WIDTH X HEIGHT) | 24″ X 30″ | 36″ X 48″ | 48″ X 60″ | 30″ X 24″ | 36″ X 36″ | 48″ X 48″ | 42″ X 30″ | 36″ X 12″ | 24″ X 30″ | 30″ X 24″ | 48″ X 36″ | 36″ X 48″ | 48″ X 60″ |
| COLORS COPY / BACKGROUND | BLACK WHITE | BLACK WHITE | BLACK WHITE | BLACK WHITE | WHITE RED | WHITE RED | WHITE RED | BLACK (WHITE ARROW) BLACK | BLACK WHITE | BLACK WHITE | BLACK WHITE | BLACK WHITE | BLACK WHITE |
| REFLECTORIZATION | BACKGROUND | BACKGROUND | BACKGROUND | BACKGROUND | ALL | ALL | ALL | ARROW & BORDER | BACKGROUND | BACKGROUND | BACKGROUND | BACKGROUND | BACKGROUND |
| NUMBER OF POSTS FOR MOUNTING | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 1 | 2 | 1 | 1 |
| NUMBER OF HOLES TO BE PUNCHED (⅜″ DIA.) | 2 | 4 | 6 | 2 | 2 | 4 | 4 | 2 | 2 | 2 | 4 | 4 | 6 |
| PUNCHING DISTANCE FROM EACH VERTICAL EDGE | 12″ (VERT. CENTER) | 3″ | 9″ | 15″ (VERT. CENTER) | 18″ (VERT. CENTER) | 9″ | 9″ | 18″ (VERT. CENTER) | 12″ (VERT. CENTER) | 15″ (VERT. CENTER) | 9″ | 3″ | 9″ |
| PUNCHING DISTANCE FROM TOP EDGE | 3″; 27″ | 9″; 39″ | 4″; 30″; 56″ | 3″; 21″ | 6″; 30″ | 4″; 44″ | 3″; 27″ | 1½″; 10½″ | 3″; 27″ | 3″; 21″ | 3″; 33″ | 9″; 39″ | 4″; 30″; 56″ |

GENERAL NOTES:

1. THE QUANTITIES LISTED ON THE SUMMARY OF QUANTITIES SHEET FOR THE SIGNS SHOWN ON THIS SHEET WILL BE USED AS THE BASIS FOR FINAL PAYMENT, EXCEPT WHERE SIGNS ARE MODIFIED FROM THAT SHOWN.

2. THE SPEED LIMITS REQUIRED ON SIGNS R2-1 AND R2-4a WILL BE SHOWN ON INDIVIDUAL PLAN SHEETS.

| BY | REVISION | DATE |
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# STANDARD ROADSIDE SIGNS

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER SN-3A

SHEET NUMBER 6304

ISSUE DATE: AUGUST 01, 2017

| STATE | PROJECT NO. |
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| MISS. | |




LEGEND

- FLAGGER
- ● RETROREFLECTIVE FREE-STANDING PLASTIC DRUMS
- ○ TRAFFIC CONES (28" HEIGHT MINIMUM)

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE. FLAGGER STATIONS SHALL BE LOCATED SUCH THAT APPROACHING VEHICLES WILL HAVE SUFFICIENT DISTANCE TO STOP. VALUES IN STOPPING SIGHT DISTANCE COLUMN MAY BE USED AS A MINIMUM FOR THIS DISTANCE.

| POSTED SPEED AND/OR DESIGN SPEED | MAXIMUM CHANNELIZING DEVICE SPACING (ft) | | †LONGITUDINAL BUFFER SPACE (ft) | STOPPING SIGHT DISTANCE |
|---|---|---|---|---|
| mph | TAPER | ALONG LANE LINE & WORK ZONE | | |
| 25 | 20 | 50 | 55 | 155 |
| 30 | 20 | 60 | 85 | 200 |
| 35 | 20 | 70 | 120 | 250 |
| 40 | 20 | 80 | 170 | 305 |
| 45 | 20 | 90 | 220 | 360 |
| 50 | 20 | 100 | 280 | 425 |
| 55 | 20 | 110 | 335 | 495 |
| 60 | 20 | 120 | 415 | 570 |
| 65 | 20 | 130 | 485 | 645 |

† NOTE: BUFFER SPACE MAY BE ADJUSTED AS NEEDED ACCORDING TO ROADWAY GEOMETRY TO MEET SIGHT DISTANCE REQUIREMENTS, AS DIRECTED BY THE ENGINEER.

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 28" IN HEIGHT.
3. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" x 36" AND BLACK COPY ON FLUORESCENT ORANGE SHEETING.
4. WHEN WORK ZONE IS NO LONGER NEEDED, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
5. ADDITIONAL FLAGGERS MAY BE NEEDED AS DIRECTED BY THE ENGINEER.
6. WHEN WORK IS REQUIRED AT NIGHT, FLAGGER STATIONS SHALL BE ILLUMINATED.
7. CHANNELIZING DEVICE TYPES FOR:
   A. APPROACH AND EXIT TAPERS- RETROREFLECTIVE PLASTIC DRUMS
   B. ALONG LANE LINE AND WORK ZONE- TRAFFIC CONES (28" HEIGHT)
8. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.

| DISTANCE BETWEEN SIGNS | | | |
|---|---|---|---|
| ROAD TYPE | A | B | C |
| URBAN (35 MPH OR LESS) | 100 FT. | 100 FT. | 100 FT. |
| URBAN (40 - 70 MPH) | 350 FT. | 350 FT. | 350 FT. |
| RURAL | 500 FT. | 500 FT. | 500 FT. |
| EXPRESSWAY / FREEWAY | 1000 FT. | 1500 FT. | 2640 FT. |

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# TRAFFIC CONTROL PLAN WITH FLAGGER
## (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)

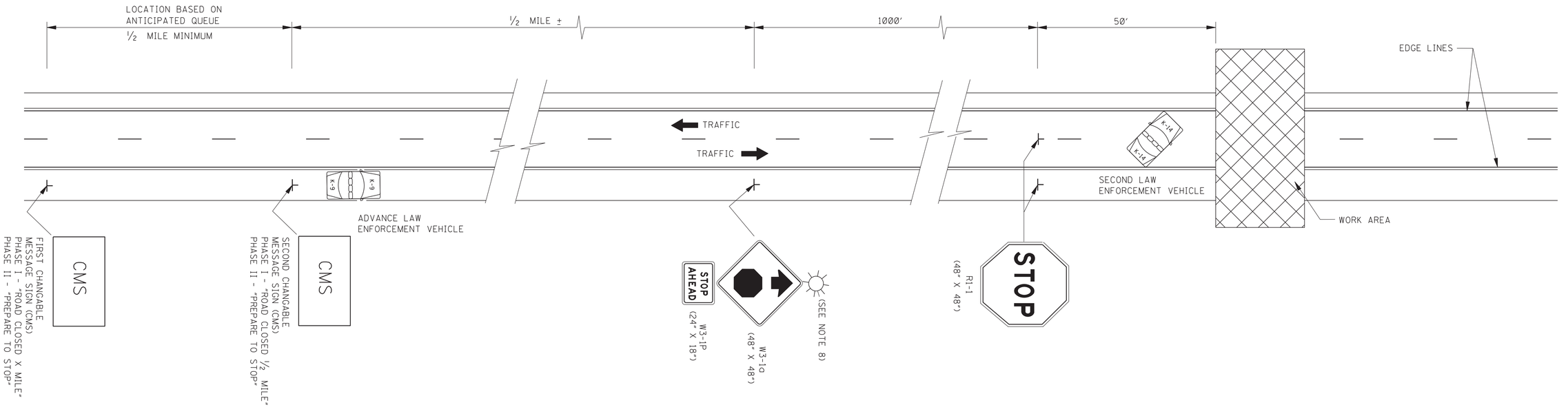
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WORKING NUMBER
TCP-1

SHEET NUMBER
6351

ISSUE DATE: AUGUST 01, 2017

| STATE | PROJECT NO. |
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GENERAL NOTES:

1. THIS TYPE OF HIGHWAY CLOSURE SHOULD ONLY BE USED FOR CONSTRUCTION OPERATIONS WHEN THE DURATION OF CLOSURE WILL NOT EXCEED 30 MINUTES. AFTER THE HIGHWAY HAS BEEN CLOSED AND REOPENED VIA THIS PROCEDURE, A MINIMUM PERIOD OF 30 MINUTES SHOULD ELAPSE BEFORE ANOTHER SHORT DURATION CLOSURE, EXCEPT WITH THE APPROVAL OF THE ENGINEER.

2. AT LEAST TWO LAW ENFORCEMENT OFFICERS AND TWO LAW ENFORCEMENT VEHICLES SHOULD BE PROVIDED ON EACH APPROACH TO THE CLOSURE. EACH LAW ENFORCEMENT VEHICLE SHOULD HAVE A ROOF MOUNTED FLASHING BLUE LIGHT OR LIGHT BAR.

3. RESTRICTIONS ON ROAD CLOSURES ARE SPECIFIED IN THE CONTRACT DOCUMENT.

4. THE ADVANCE LAW ENFORCEMENT VEHICLE SHOULD BE MOVED BACK AS REQUIRED BY THE QUEUING OF STOPPED VEHICLES.

5. IF QUEUE EXCEEDS THE FIRST CHANGABLE MESSAGE SIGN (CMS) AT ANYTIME DURING A CLOSURE; THE TRAFFIC CONTROL PLAN SHOULD BE ADJUSTED AS NECESSARY, WITH APPROVAL OF THE ENGINEER.

6. TRAFFIC CONTROL FOR THE CLOSURE SHOULD BE ACCOMPLISHED IN THE FOLLOWING ORDER:
   - A. FIRST CHANGABLE MESSAGE SIGN (CMS)
   - B. SECOND CHANGEABLE MESSAGE SIGN (CMS)
   - C. ADVANCE LAW ENFORCEMENT VEHICLE, LIGHTS AND FLASHERS ON.
   - D. "W3-1a (48" X 48")" AND "W3-1P (24" X 18")" SIGNS ERECTED.
   - E. "R1-1 (48" X 48")" SIGNS ERECTED TO STOP TRAFFIC. THE ORDER OF ERECTION SHOULD BE IN THE FOLLOWING ORDER: RIGHT SHOULDER THEN CENTER.
   - F. SECOND LAW ENFORCEMENT VEHICLE, LIGHTS AND FLASHERS ON.

7. TRAFFIC CONTROL SHOULD BE REMOVED IN THE FOLLOWING ORDER:
   - A. WITH TRAFFIC STOPPED REMOVE THE "R1-1 (48" X 48")" SIGNS TOWARD THE RIGHT SHOULDER IN THE FOLLOWING ORDER: CENTER THEN SIGN ON THE RIGHT SHOULDER. SECOND LAW ENFORCEMENT VEHICLE LEADS TRAFFIC THROUGH WORK AREA.
   - B. AFTER ALL STOPPED VEHICLES HAVE STARTED MOVING, THE "W3-1a (48" X 48)" AND "W3-1P (24" X 18") SIGNS SHOULD BE REMOVED. THESE SIGNS MAY BE COVERED IF RE-USE IS IMMENENT.
   - C. AFTER ALL VEHICLES HAVE RESUMED APPROXIMATELY NORMAL SPEED, THE CHANGABLE MESSAGE SIGNS TURNED OFF.

8. UNILLUMINATED SECTIONS OF HIGHWAYS SHOULD NOT BE CLOSED DURING HOURS OF DARKNESS EXCEPT FOR EMERGENCIES OR WITH THE APPROVAL OF THE ENGINEER. WHEN THE HIGHWAY MUST BE CLOSED DURING HOURS OF DARKNESS, A TYPE B HIGH INTENSITY FLASHING BARRICADE WARNING LIGHT SHALL BE USED ON EACH W3-1a SIGN.

9. IF AN ENTRANCE RAMP IS LOCATED BETWEEN THE SECOND CMS AND R1-1, THE CMS, "W3-1a (48" X 48")", AND "W3-1P (24 "X 18") SIGNS SHOULD ALSO BE ERECTED ON THE RAMP SHOULDER.

10. THE ABOVE DURATION WILL APPLY TO EACH APPROACH TO THE CLOSURE.

11. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK SHALL BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC, INCLUDING SECURING LAW ENFORCEMENT SERVICES.

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# SHORT DURATION CLOSING OF TWO-LANE TWO-WAY HIGHWAYS

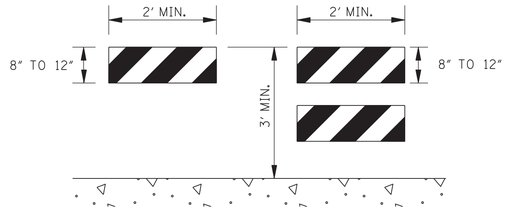
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

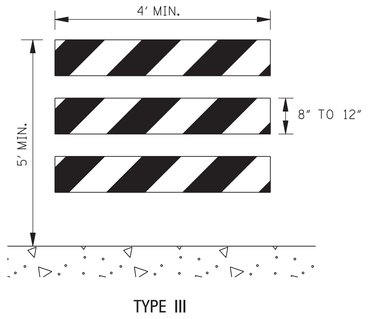
WORKING NUMBER
TCP-6

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SHEET NUMBER
6356

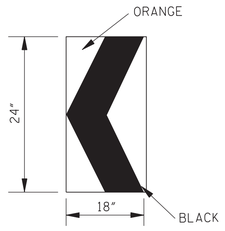
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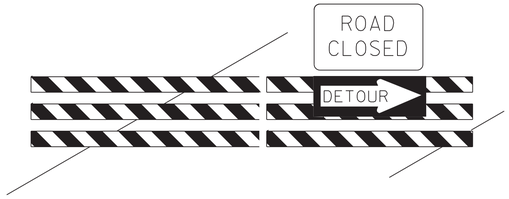

## STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE: http://safety.fhwa.dot.gov/roadway_dept/policy.guide/road_hardware/cat2.cfm




## CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



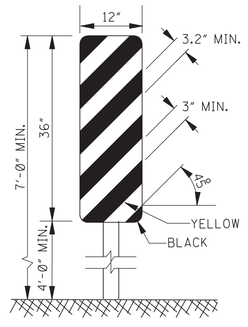

## BARRICADE CLOSING A ROAD

## BARRICADE CHARACTERISTICS

| | I | II | III |
|---|---|---|---|
| WIDTH OF RAIL ** | 8" MIN. - 12" MAX. | 8" MIN. - 12" MAX. | 8" MIN. - 12" MAX. |
| LENGTH OF RAIL** | 24" MIN. | 24" MIN. | 48" MIN. |
| WIDTH OF STRIPE * | 6" | 6" | 6" |
| HEIGHT | 36" MIN. | 36" MIN. | 60" MIN. |
| NUMBER OF RETROREFLECTORIZED RAIL FACES | 2 (ONE EACH DIRECTION) | 4 (TWO EACH DIRECTION) | 3 IF FACING TRAFFIC IN ONE DIRECTION<br>6 IF FACING TRAFFIC IN TWO DIRECTIONS |

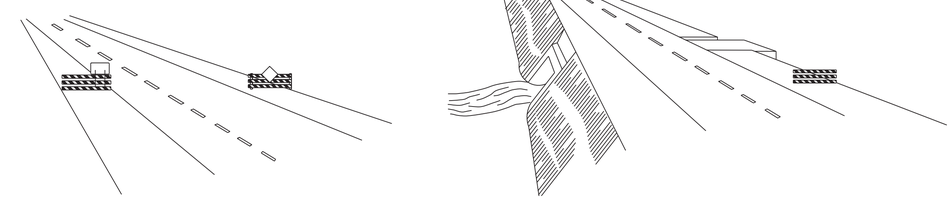
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 $in^2$ OF REFLECTIVE AREA FACING TRAFFIC.



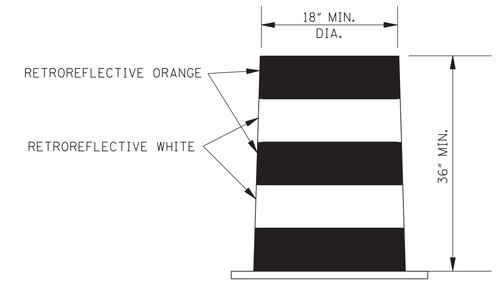

## TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



## WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
   A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
   B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.




## PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) RETROREFLECTIVE, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

| BY | REVISION | DATE |
|---|---|---|

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# *HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS*

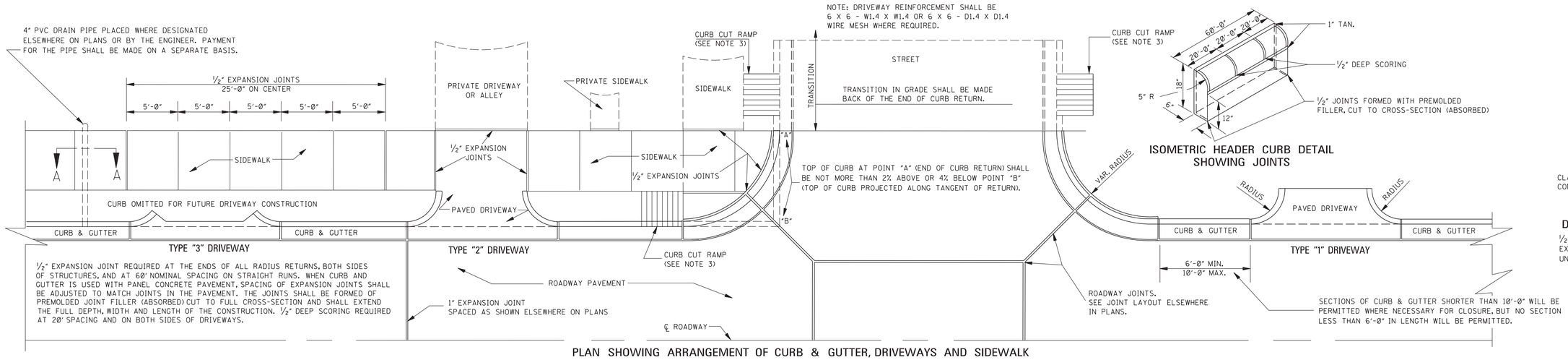
MDOT

WORKING NUMBER
TCP-8

ISSUE DATE: AUGUST 01, 2017

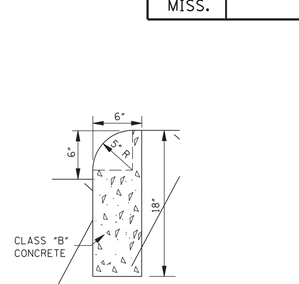
SHEET NUMBER
6358

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½" EXPANSION JOINT REQUIRED AT THE ENDS OF ALL RADIUS RETURNS, BOTH SIDES OF STRUCTURES, AND AT 60' NOMINAL SPACING ON STRAIGHT RUNS. WHEN CURB AND GUTTER IS USED WITH PANEL CONCRETE PAVEMENT, SPACING OF EXPANSION JOINTS SHALL BE ADJUSTED TO MATCH JOINTS IN THE PAVEMENT. THE JOINTS SHALL BE FORMED OF PREMOLDED JOINT FILLER (ABSORBED) CUT TO FULL CROSS-SECTION AND SHALL EXTEND THE FULL DEPTH, WIDTH AND LENGTH OF THE CONSTRUCTION. ½" DEEP SCORING REQUIRED AT 20' SPACING AND ON BOTH SIDES OF DRIVEWAYS.

## PLAN SHOWING ARRANGEMENT OF CURB & GUTTER, DRIVEWAYS AND SIDEWALK

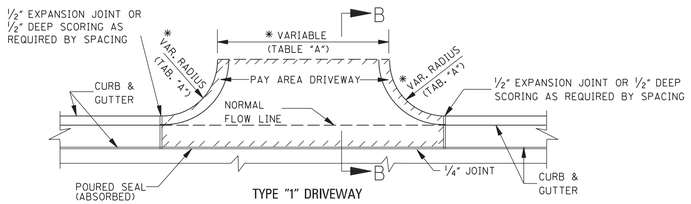



ISOMETRIC HEADER CURB DETAIL SHOWING JOINTS



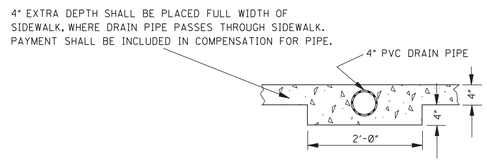

DETAIL OF HEADER CURB

½" CONTRACTION JOINTS REQUIRED AT 20' O.C.
EXPANSION JOINTS REQUIRED AT 60' O.C.
UNLESS OTHERWISE DIRECTED BY ENGINEER.

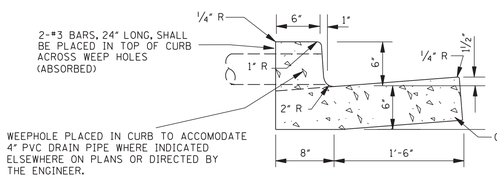



TYPE "1" DRIVEWAY

PLAN OF CONCRETE DRIVEWAY

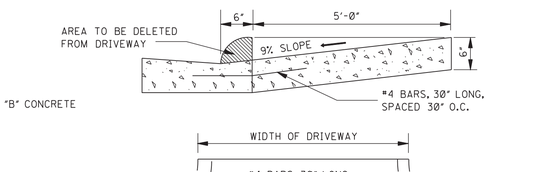



SECTION A–A




TYPE "1"

DETAIL OF COMBINATION CURB & GUTTER







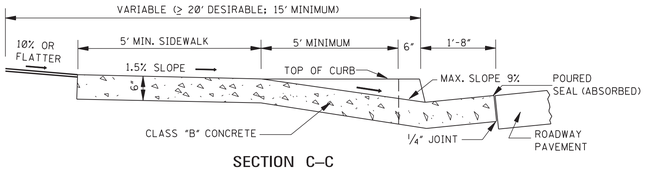
SECTION B–B



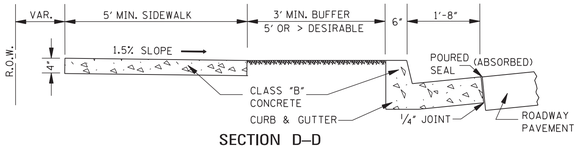

PLAN

SECTIONAL ELEVATION

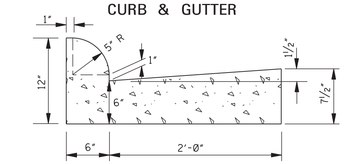
PERMISSIBLE DRIVEWAY CONSTRUCTION METHOD FOR SLIP–FORM PLACEMENT OF CURB & GUTTER




SECTION C–C




SECTION D–D



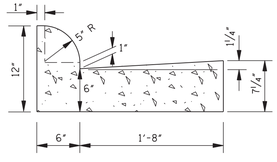

TYPE "2"

DETAIL OF COMBINATION CURB & GUTTER




TYPE "3A"

DETAIL OF COMBINATION CURB & GUTTER




TYPE "3B"

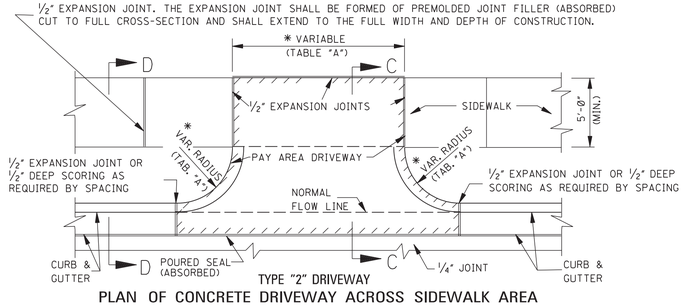
DETAIL OF COMBINATION CURB & GUTTER

GENERAL NOTES:

1. TRAVERSE CONTRACTION JOINTS ARE REQUIRED AT 20' ON CENTER FOR ALL CONCRETE DRIVEWAYS THAT EXTEND PAST THE END OF THE CURB RETURN. A ½" WIDE EXPANSION JOINT IS REQUIRED AT THE END OF THE CURB RETURN AND AT 60' ON CENTER THROUGHOUT THE LENGTH OF THE DRIVEWAY. A LONGITUDINAL CONTRACTION JOINT IS REQUIRED FOR ALL DRIVEWAYS EXCEEDING 20' IN WIDTH.
2. SEE WK. NOS. CR-1, CR-2, CR-3 & CR-4 FOR DETAILS OF CURB-CUT RAMPS.
3. MAXIMUM 2% CROSS-SLOPE ON SIDEWALKS.

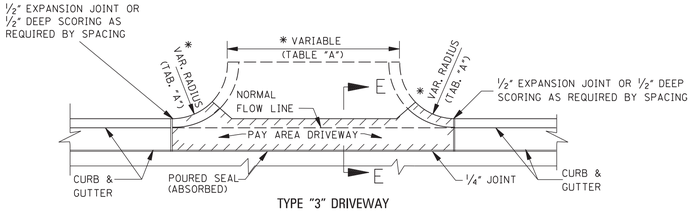
11.058 yd² FOR DRIVEWAY 16'-0" IN WIDTH.
0.574 yd² FOR EACH ADDED OR SUBTRACTED FOOT OF WIDTH.
NOTE: THIS DRIVEWAY AREA EXAMPLE IS COMPUTED ON THE BASIS OF 3'-0" RADIUS. PAYMENT FOR CURB RADIUS SHALL BE INCLUDED IN COMPENSATION FOR DRIVEWAY.

| * TABLE "A" | | |
|---|---|---|
| DRIVEWAY TYPE | DRIVEWAY WIDTH | CURB RETURN RADIUS |
| RESIDENTIAL | 16' | 5' - 10' |
| COMMERCIAL/ INDUSTRIAL | 30' - 50' | 10' - 30' |




TYPE "2" DRIVEWAY

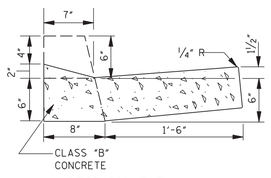
PLAN OF CONCRETE DRIVEWAY ACROSS SIDEWALK AREA



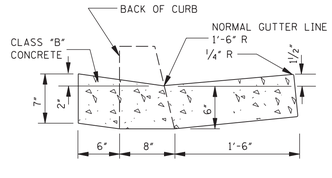

TYPE "3" DRIVEWAY

PLAN–CURB OMITTED FOR FUTURE DRIVEWAY CONSTRUCTION

NOTE: THIS TYPE CONSTRUCTION SHALL BE USED WHERE DESIGNATED ELSEWHERE ON PLANS OR BY THE ENGINEER.




SECTION E–E




DETAIL OF VALLEY GUTTER

| BY | REVISION | DATE |
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

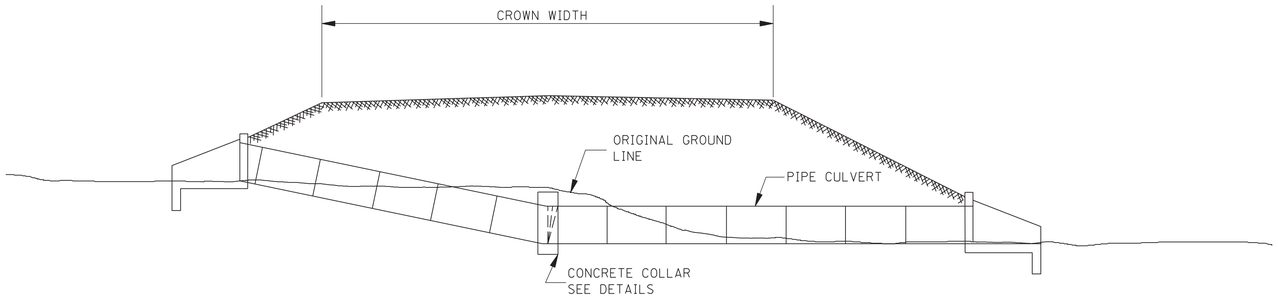
# DRIVEWAYS, CURB & GUTTER, & SIDEWALK

WORKING NUMBER SD-1

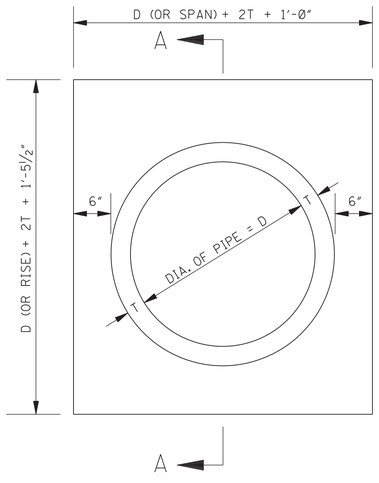
SHEET NUMBER 6419

ISSUE DATE: AUGUST 01, 2017

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|---|---|
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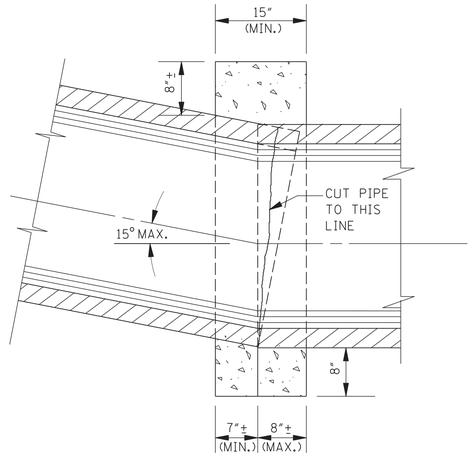



TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE




ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.




SECTION A–A

GENERAL NOTES:

1. THE MAXIMUM BEND ANGLE IS 15 DEGREES.

2. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR
CONCRETE COLLAR FOR PIPE CULVERTS

| CIRCULAR PIPE | | ARCH PIPE | |
|---|---|---|---|
| DIA. OF PIPE | CLASS "B" CONCRETE ($yd^3$) | SIZE OF PIPE | CLASS "B" CONCRETE ($yd^3$) |
| 12" | 0.240 | | |
| 15" | 0.260 | 18 x 11 | 0.280 |
| 18" | 0.320 | 22 x 13 | 0.310 |
| 24" | 0.410 | 29 x 18 | 0.410 |
| 30" | 0.510 | 36 x 23 | 0.490 |
| 36" | 0.620 | 44 x 27 | 0.600 |
| 42" | 0.730 | 51 x 31 | 0.690 |
| 48" | 0.850 | 58 x 36 | 0.820 |
| 54" | 0.980 | 65 x 40 | 0.920 |
| 60" | 1.110 | 73 x 45 | 1.070 |
| 66" | 1.248 | 88 x 54 | 1.366 |
| 72" | 1.393 | | |

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

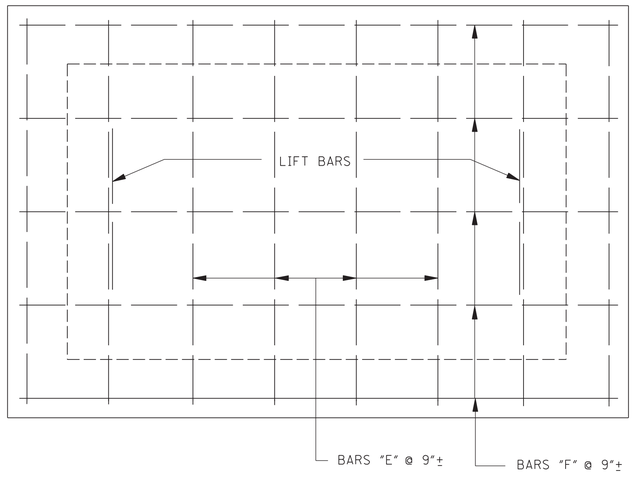
**CONCRETE PIPE COLLAR**

WORKING NUMBER
PC-1

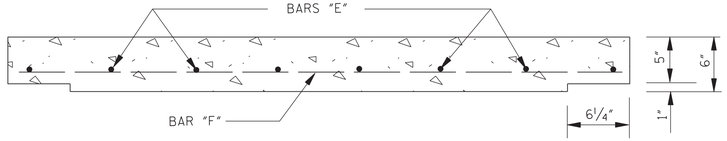
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
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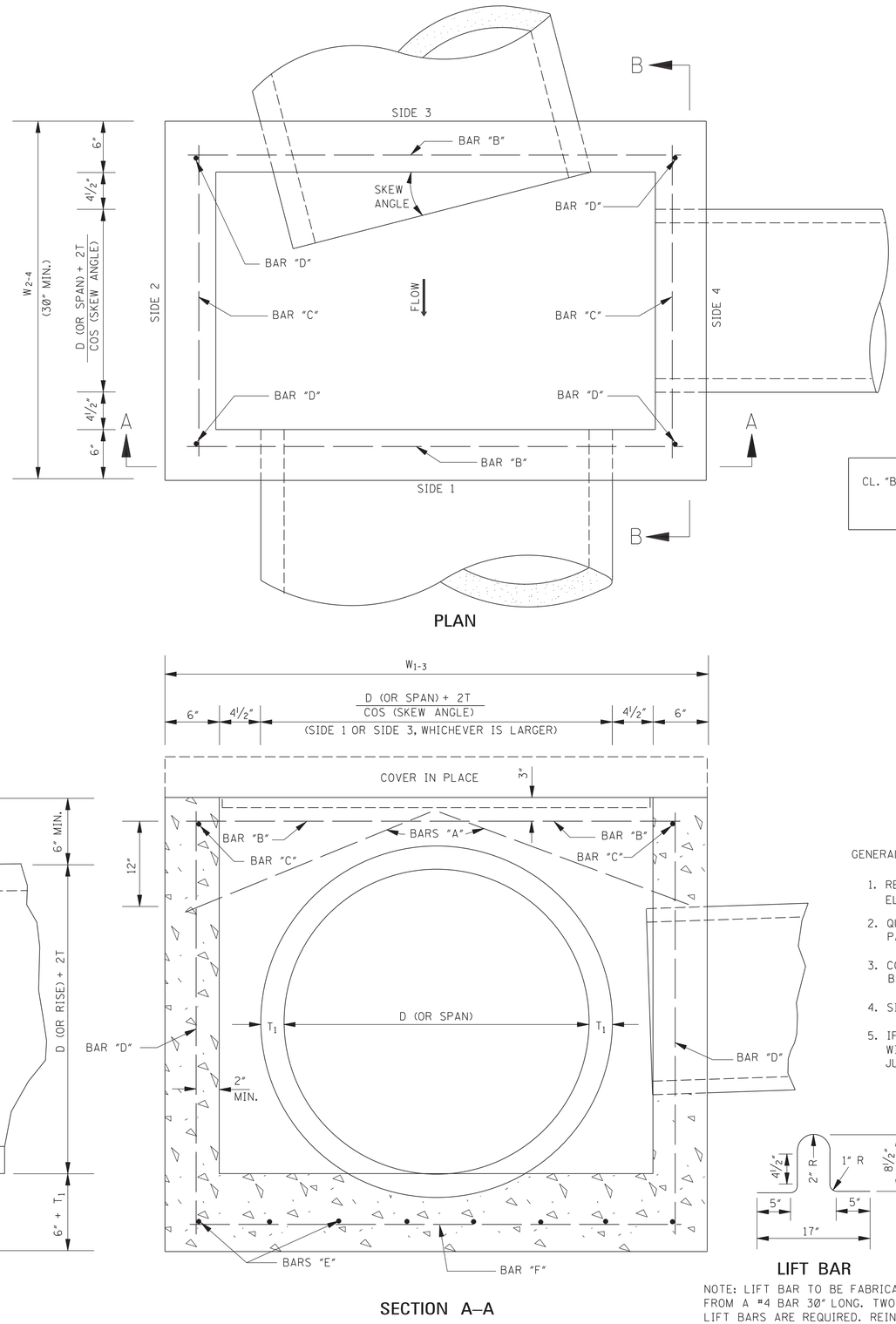
| STATE | PROJECT NO. |
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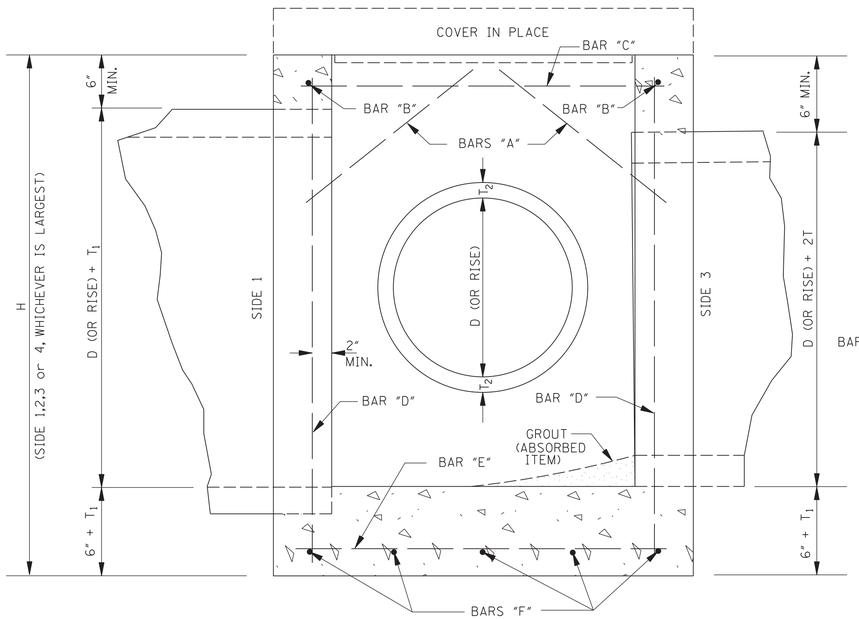

PLAN OF COVER




ELEVATION OF COVER




PLAN




SECTION B–B




SECTION A–A




## REINFORCING BAR LIST

| BAR | SIZE | NUMBER REQUIRED | LENGTH |
|---|---|---|---|
| A | #4 | 2 PER PIPE OPENING | $\sqrt{196" + \left(\frac{W^*}{2} + 2"\right)^2}$ |
| B | #4 | 2 | $W_{1-3}$ - 6" |
| C | #4 | 2 | $W_{2-4}$ - 6" |
| D | #4 | 4 | H - 6" |
| E | #4 | $2\left[\left(\frac{W_{1-3}}{9"}\right)^{**} + 1\right]$ | $W_{2-4}$ - 4" |
| F | #4 | $2\left[\left(\frac{W_{2-4}}{9"}\right)^{**} + 1\right]$ | $W_{1-3}$ - 4" |

NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
$W_{1-3}$ = WIDTH OF SIDE 1 & SIDE 3
$W_{2-4}$ = WIDTH OF SIDE 2 & SIDE 4
$W^*$ = $W_{1-3}$ OR $W_{2-4}$ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. ($yd^3$) = [(Q1 + Q2) / 46.656 ] - $\sum$ PIPE OPENING DEDUCTIONS
WHERE: Q1 = [5"$W_{1-3}W_{2-4}$] + [1"($W_{1-3}$ - 12.5")X($W_{2-4}$ - 12.5")] + [($T_1$ + 6")$W_{1-3}W_{2-4}$]
Q2 = 12"[H - ($T_1$ + 6")] [($W_{1-3}$ - 12") + $W_{2-4}$]

## COMMON PIPE SIZE

| CIRCULAR PIPE | | | ARCH PIPE | | |
|---|---|---|---|---|---|
| PIPE SIZE | T | PIPE OPENING DEDUCTION ($yd^3$) | PIPE SIZE | T | PIPE OPENING DEDUCTION ($yd^3$) |
| 18" | 2½" | 0.053 | 22" x 13" | 2½" | 0.053 |
| 24" | 3" | 0.091 | 29" x 18" | 3" | 0.087 |
| 30" | 3½" | 0.138 | 36" x 23" | 3½" | 0.129 |
| 36" | 4" | 0.196 | 44" x 27" | 4" | 0.185 |
| 42" | 4½" | 0.263 | 51" x 31" | 4½" | 0.245 |
| 48" | 5" | 0.340 | 58" x 36" | 5" | 0.318 |
| 54" | 5½" | 0.427 | 65" x 40" | 5½" | 0.394 |
| 60" | 6" | 0.524 | 73" x 45" | 6" | 0.489 |
| 66" | 6½" | 0.630 | | | |
| 72" | 7" | 0.747 | | | |

GENERAL NOTES:

1. REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
2. QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
3. CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS.
4. SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
5. IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.




LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

| DATE | REVISION | BY |
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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
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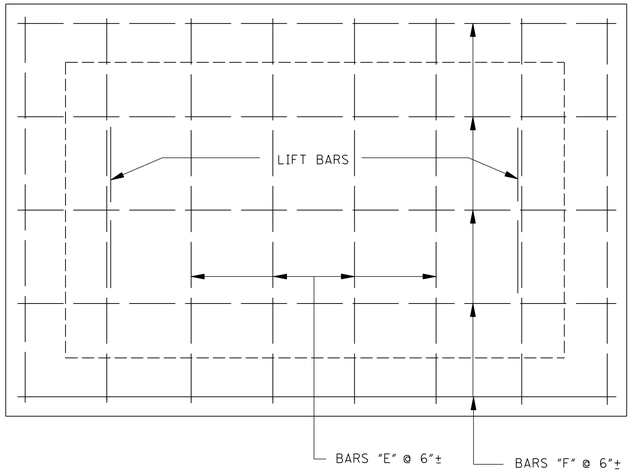
# JUNCTION BOX FOR PIPE CULVERTS

ISSUE DATE: AUGUST 01, 2017

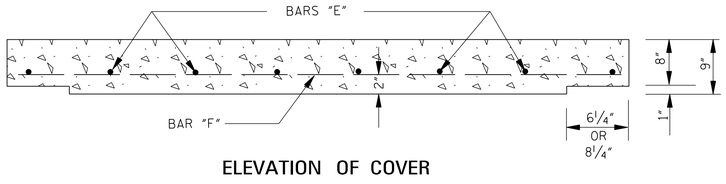
WORKING NUMBER JB-1

SHEET NUMBER 6504

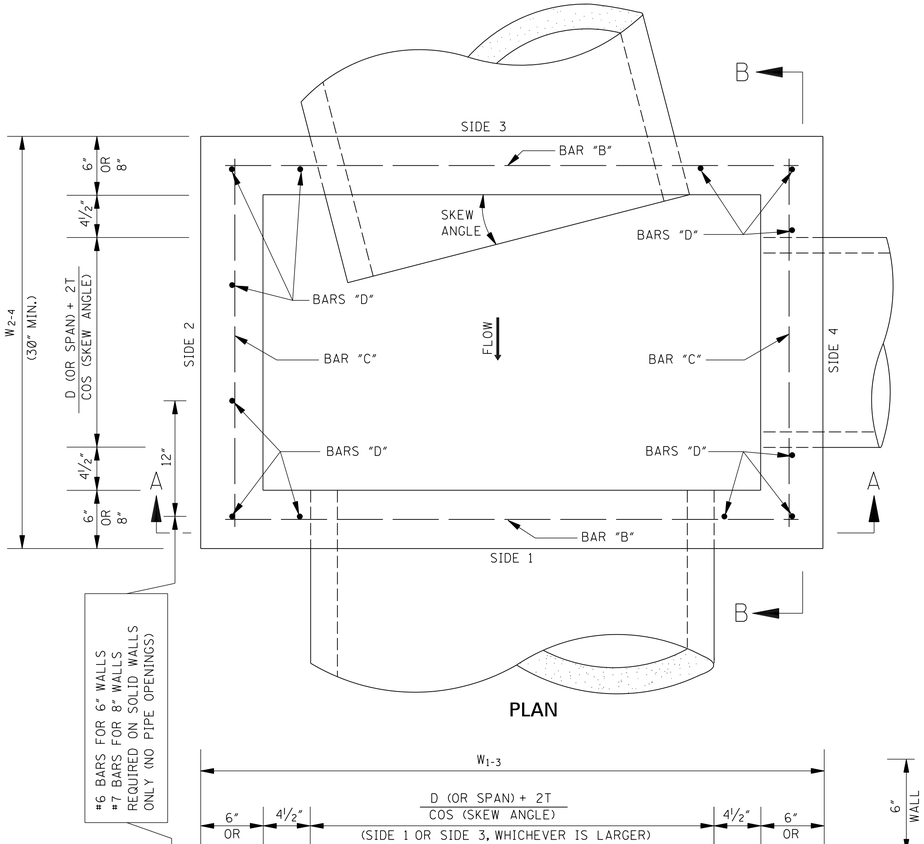
| STATE | PROJECT NO. |
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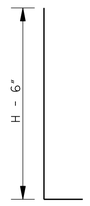

PLAN OF COVER




ELEVATION OF COVER




PLAN




BAR "D"

| REINFORCING BAR LIST | | | |
|---|---|---|---|
| BAR | SIZE | NUMBER REQUIRED | LENGTH |
| "A" | #4 | 2 PER PIPE OPENING | $\sqrt{196" + \left(\frac{W^*}{2} + 2"\right)^2}$ |
| "B" | #6 FOR 6" WALL<br>#7 FOR 8" WALL | 2 + [2 PER OPENING SIDE 3] + [1 PER SIDE 1] + [12" O.C. FOR SOLID WALL] | $W_{1-3}$ - 4" |
| "C" | | 2 + [2 PER OPENING] + [12" O.C. FOR SOLID WALL] | $W_{2-4}$ - 4" |
| "D" | | 4 + [2 PER OPENING] + [12" O.C. FOR SOLID WALL] | H |
| "E" | #6 | $2\left[\left(\frac{W_{1-3}}{6"}\right)^{**} + 1\right]$ | $W_{2-4}$ - 4" |
| "F" | #6 | $2\left[\left(\frac{W_{2-4}}{6"}\right)^{**} + 1\right]$ | $W_{1-3}$ - 4" |

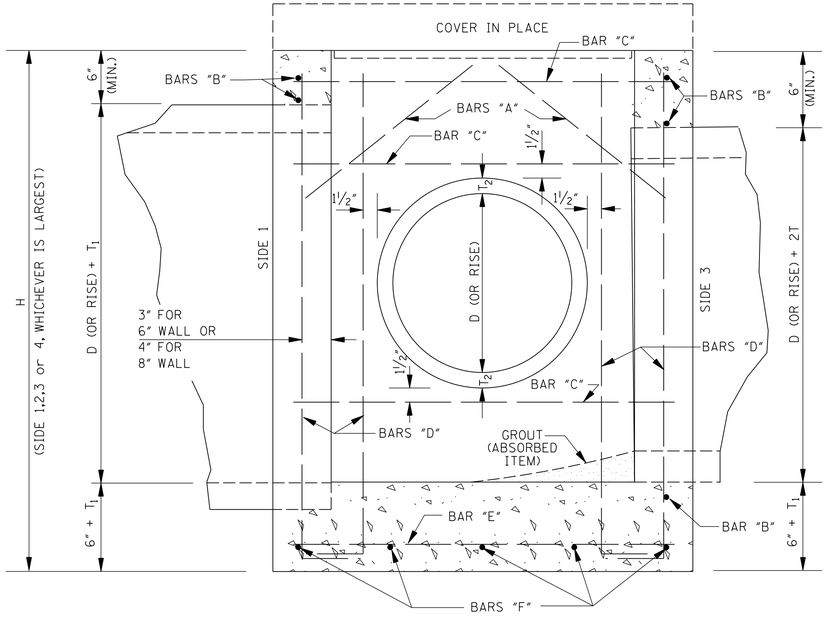
NOTE: VARIABLES AND DESIGNATIONS ARE AS FOLLOWS:
D (OR SPAN) = PIPE DIAMETER (OR SPAN)
$W_{1-3}$ = WIDTH OF SIDE 1 & SIDE 3
$W_{2-4}$ = WIDTH OF SIDE 2 & SIDE 4
W* = $W_{1-3}$ OR $W_{2-4}$ (SIDE OF ENTERING PIPE)
** = ROUND TO NEAREST WHOLE NUMBER

CL. "B" CONC. ($yd^3$) = [(Q1 + Q2) / 46,656 ] - $\sum$ PIPE OPENING DEDUCTIONS
WHERE: 6" WALL
Q1 = $[8"W_{1-3}W_{2-4}] + [1"(W_{1-3} - 12.5")(W_{2-4} - 12.5")] + [(T_1 + 6")W_{1-3}W_{2-4}]$
Q2 = $12"[H - (T_1 + 6")][(W_{1-3} - 12") + W_{2-4}]$
OR: 8" WALL
Q1 = $[8"W_{1-3}W_{2-4}] + [1"(W_{1-3} - 16.5")(W_{2-4} - 16.5")] + [(T_1 + 6")W_{1-3}W_{2-4}]$
Q2 = $16"[H - (T_1 + 6")][(W_{1-3} - 16") + W_{2-4}]$

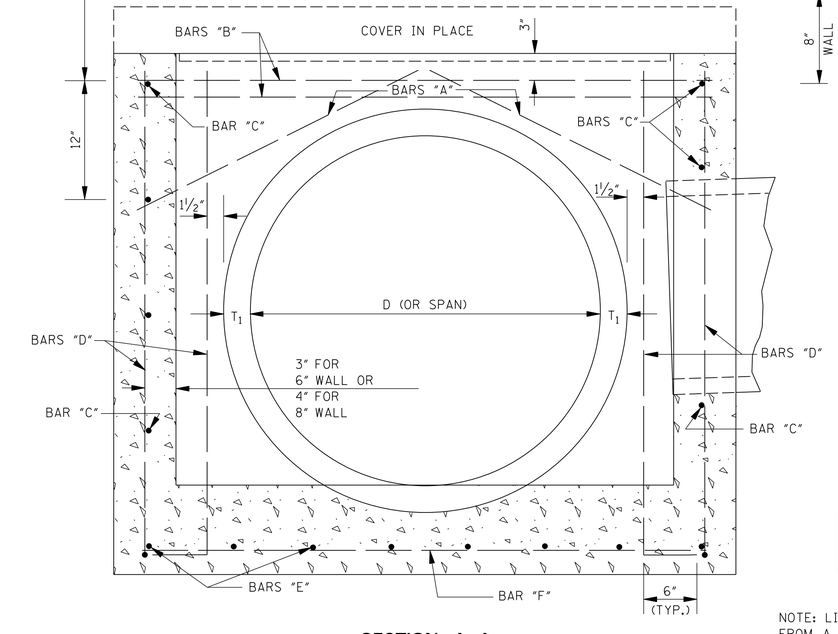
| COMMON PIPE SIZE | | | | | | | |
|---|---|---|---|---|---|---|---|
| CIRCULAR PIPE | | | | ARCH PIPE | | | |
| PIPE SIZE | T | PIPE OPENING DEDUCTION ($yd^3$) | | PIPE SIZE | T | PIPE OPENING DEDUCTION ($yd^3$) | |
| | | 6" WALL | †8" WALL | | | 6" WALL | †8" WALL |
| 18" | 2½" | 0.053 | 0.071 | 22" X 13" | 2½" | 0.053 | 0.071 |
| 24" | 3" | 0.091 | 0.121 | 29" X 18" | 3" | 0.087 | 0.116 |
| 30" | 3½" | 0.138 | 0.184 | 36" X 23" | 3½" | 0.129 | 0.172 |
| 36" | 4" | 0.196 | 0.261 | 44" X 27" | 4" | 0.185 | 0.247 |
| 42" | 4½" | 0.263 | 0.350 | 51" X 31" | 4½" | - | 0.327 |
| 48" | 5" | - | 0.453 | 58" X 36" | 5" | - | 0.424 |
| 54" | 5½" | - | 0.569 | 65" X 40" | 5½" | - | 0.525 |
| 60" | 6" | - | 0.699 | 73" X 45" | 6" | - | 0.652 |
| 66" | 6½" | - | 0.840 | | | | |
| 72" | 7" | - | 0.996 | | | | |

6" WALL
8" WALL

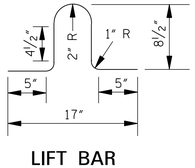
† NOTE: IF ANY PIPE REQUIRING A 8" WALL IS USED, ALL WALLS SHALL BE 8" REGARDLESS OF PIPE SIZE.




SECTION B–B




SECTION A–A




LIFT BAR

NOTE: LIFT BAR TO BE FABRICATED FROM A #4 BAR 30" LONG. TWO LIFT BARS ARE REQUIRED. REINFORCING STEEL FOR 2 LIFT BARS = 3.3 lbs.

GENERAL NOTES:

1. REINFORCING STEEL QUANTITIES TO BE COMPUTED FROM BAR LIST AND SHOWN ELSEWHERE ON THE PLANS.
2. QUANTITIES FOR JUNCTION BOXES SHOWN ON THE PLANS WILL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
3. CONCRETE SHALL BE CLASS "B" AND REINFORCING STEEL SHALL BE DEFORMED BARS, ASTM A 615, GRADE 60 OR AASHTO M 31, GRADE 60.
4. SIDE 1 OF THE JUNCTION BOX WILL ALWAYS BE THE OUTFLOW SIDE.
5. IF PIPES ARE SKEWED MORE THAN 15° OR IF SKEWED PIPES PRODUCE CONFLICTS WITH ANOTHER OPENING, THE PIPE SHALL BE BROKEN BACK TO THE WALL OF THE JUNCTION BOX.

| BY | REVISION | DATE |
|---|---|---|
| | | |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# JUNCTION BOX TYPE 2 FOR TRAFFIC LOAD

***(MAXIMUM "W" = 9'-3")***

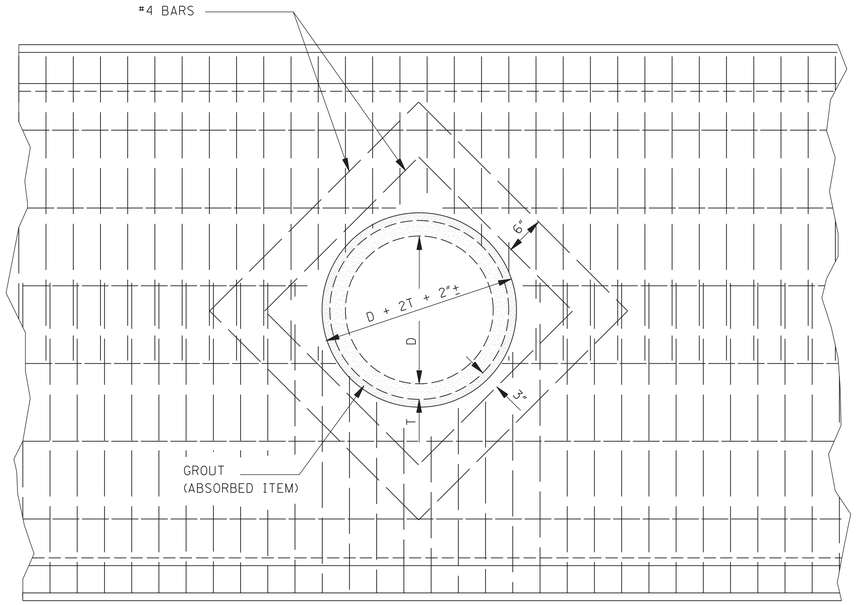
MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER JB-2

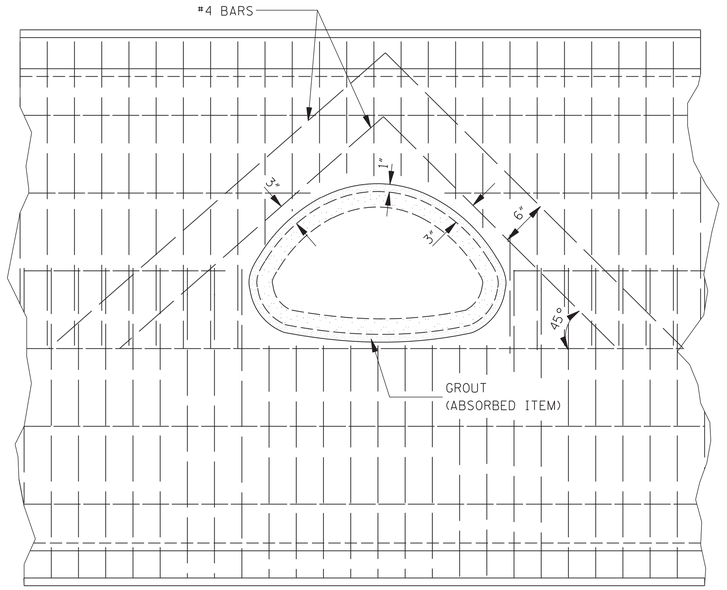
SHEET NUMBER 6506

ISSUE DATE: AUGUST 01, 2017

| STATE | PROJECT NO. |
|---|---|
| MISS. | |




ELEVATION SHOWING CIRCULAR PIPE
STUBBED INTO BOX CULVERT BARREL OR WING–WALL




ELEVATION SHOWING ARCH PIPE STUBBED
INTO BOX CULVERT BARREL OR WING–WALL

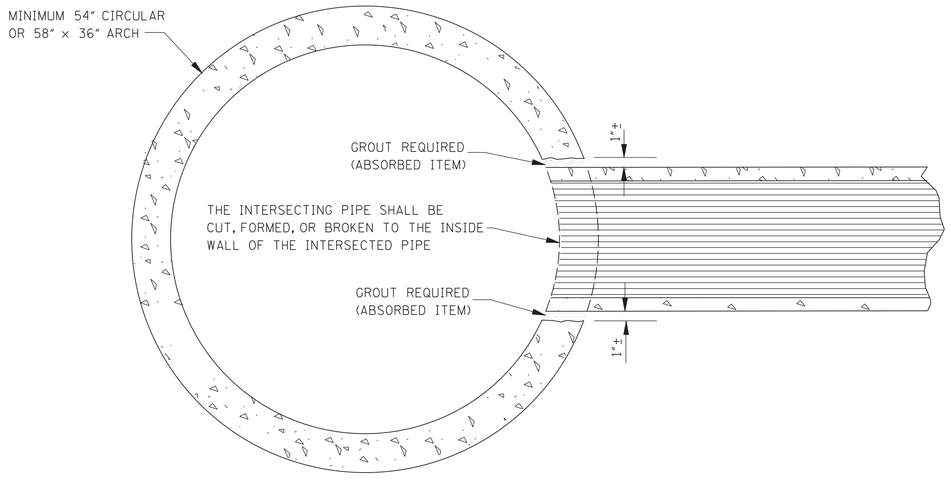
| BAR LIST | | |
|---|---|---|
| PIPE SIZE | #4 BARS | |
| | NO. | LGTH. |
| 18" | 4 | 2'-6" |
| | 4 | 3'-6" |
| 24" | 4 | 3'-1" |
| | 4 | 4'-1" |
| 30" | 4 | 3'-8½" |
| | 4 | 4'-8½" |
| 22" X 13" | 2 | 3'-10" |
| | 2 | 4'-9" |
| | 1 | 5'-4" |
| 29" X 18" | 2 | 4'-6" |
| | 2 | 5'-5" |
| | 1 | 6'-3" |

NOTES:

1. A 24" DIAMETER PIPE IS THE MAXIMUM SIZE THAT MAY BE STUBBED INTO A 54" DIAMETER PIPE.
2. A 60" DIAMETER PIPE IS THE MINIMUM SIZE THAT A 30" DIAMETER PIPE MAY BE STUBBED INTO.

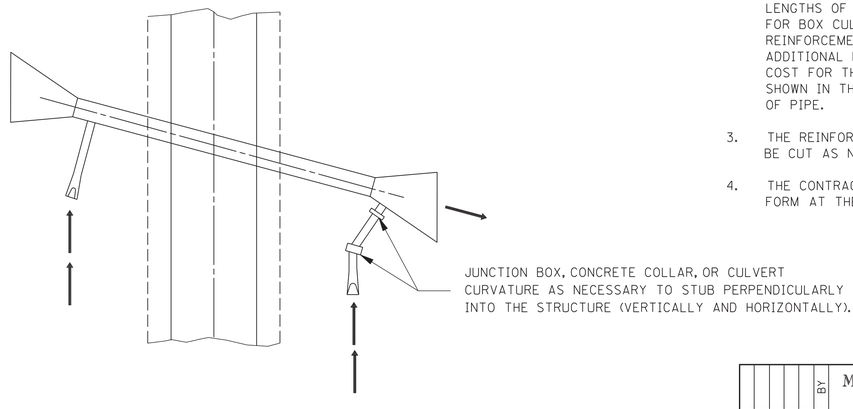
GENERAL NOTES:

1. PAYMENT FOR WORK AND MATERIALS FOR STUBBING A PIPE CULVERT INTO A BOX CULVERT OR CONCRETE PIPE SHALL BE PAID FOR AS A BRANCH CONNECTION OF THE APPROPRIATE SIZE, TYPE AND DESCRIPTION.
2. THE TABLE ON THIS SHEET INDICATES THE NUMBER AND LENGTHS OF ADDITIONAL REINFORCING STEEL BARS REQUIRED FOR BOX CULVERTS CONSTRUCTED. FOR A DOUBLE ROW OF REINFORCEMENT, DOUBLE THE NUMBER OF BARS SHOWN. THE ADDITIONAL REINFORCING STEEL SHALL BE INCLUDED IN THE COST FOR THIS TYPE OF BRANCH CONNECTION. THE QUANTITIES SHOWN IN THE TABLE ARE FOR THE MOST COMMON SIZES OF PIPE.
3. THE REINFORCEMENT OF THE INTERSECTED BOX OR PIPE SHALL BE CUT AS NECESSARY TO ACCOMMODATE THE STUBBED PIPE.
4. THE CONTRACTOR MAY INSERT THE INTERSECTING PIPE INTO THE FORM AT THE PROPER LOCATION IN LIEU OF FORMING BY BLOCKING OUT.




ELEVATION SHOWING PIPE CULVERT
STUBBED INTO CONCRETE PIPE CULVERT

NOTE: TYPICAL INSTALLATION FOR MEDIAN STUB TO CROSSING DRAIN WITH MINIMUM COVER.




TYPICAL PLAN OF BRANCH CONNECTION
TO BOX CULVERT WING–WALL

| BY | REVISION | DATE |
|---|---|---|
| | | |

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

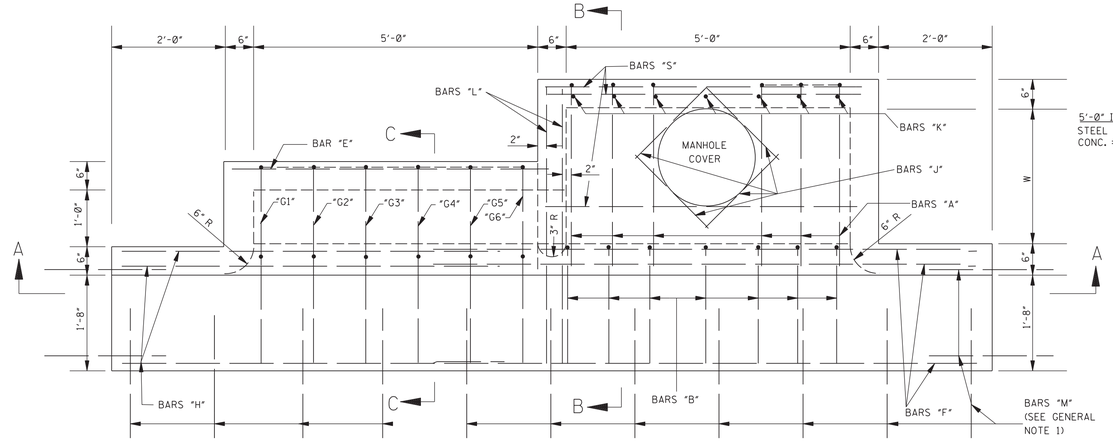
# *BRANCH CONNECTIONS*

WORKING NUMBER
BC-1

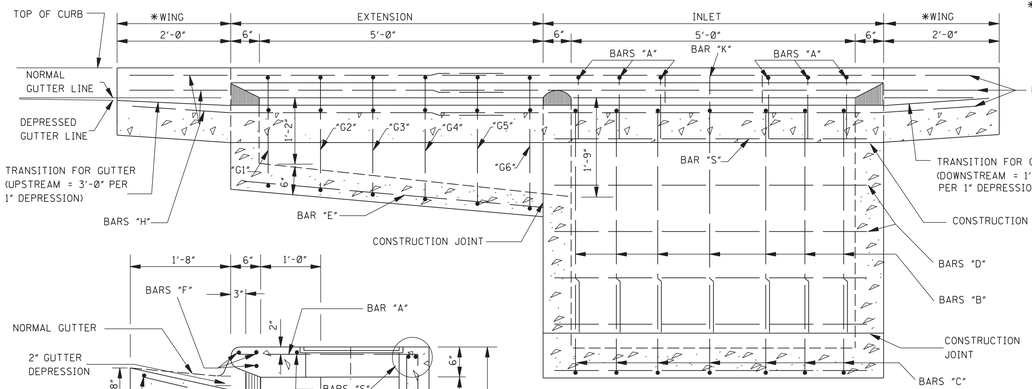
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER
6507

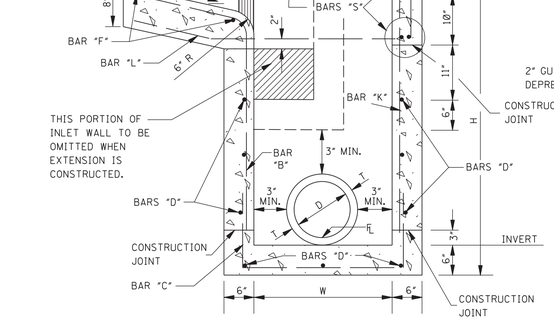
| STATE | PROJECT NO. |
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| MISS. | |



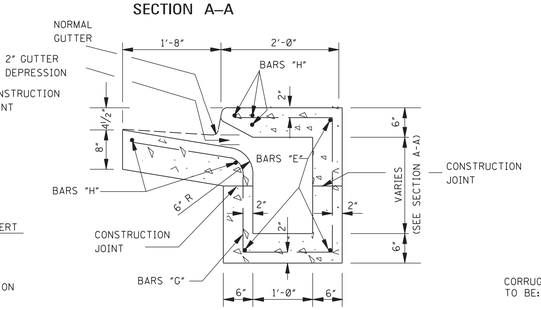

PLAN



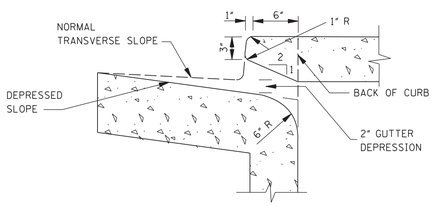

SECTION A–A



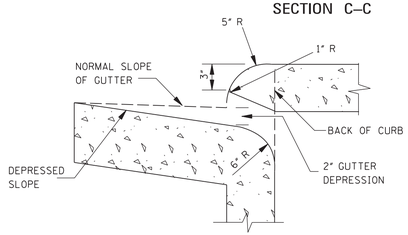

SECTION B–B



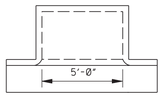

SECTION C–C




THROAT DETAIL OF BARRIER CURB

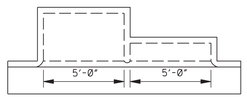



THROAT DETAIL OF ROLLED CURB



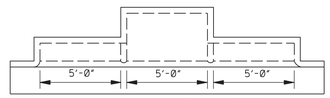

REGULAR INLET

5'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 121
CONC. = (WY + 5.5W + 6Y + 14.611)/27




INLET WITH ONE EXTENSION

10'-0" INLET
STEEL = 8.68W + 9.35Y + 3.79W' + 7.57H' + 231
CONC. = (WY + 5.5W + 6Y + 38.641)/27




INLET WITH TWO EXTENSIONS

15'-0" INLET
STEEL = 8.68W + 9.35Y +3.79W' + 7.57H' +341
CONC = (WY + 5.5W + 6Y + 62.671)/27

NOTES:
1. W AND H ARE EXPRESSED IN DECIMAL FEET.
2. W' = W ROUNDED TO NEAREST WHOLE FOOT.
3. Y = (H-0.5).
4. H'= (H - 2.08) ROUNDED TO NEAREST WHOLE FOOT.
5. NO DEDUCTIONS ARE MADE FOR PIPE OPENINGS IN FORMULAS.

PLAN OF INLET AND EXTENSIONS

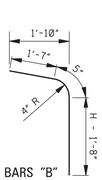
| ADD. CONCRETE PER FOOT OF H | | ADD. CONCRETE PER FOOT OF W | |
|---|---|---|---|
| W | yd³/ft | H | yd³/ft |
| 2'-6" | 0.315 | 3'-6" | 0.315 |
| 3'-0" | 0.333 | 4'-0" | 0.333 |
| 3'-6" | 0.352 | 4'-6" | 0.352 |
| 4'-0" | 0.371 | 5'-0" | 0.370 |
| 4'-6" | 0.389 | 5'-6" | 0.389 |
| 5'-0" | 0.408 | 6'-0" | 0.408 |
| 5'-6" | 0.426 | 6'-6" | 0.426 |
| 6'-0" | 0.445 | 7'-0" | 0.445 |
| 6'-6" | 0.463 | 7'-6" | 0.463 |
| 7'-0" | 0.481 | 8'-0" | 0.482 |
| | | 8'-6" | 0.500 |

| QUANTITIES FOR ONE EXTENSION | | | | | |
|---|---|---|---|---|---|
| BAR | SIZE | LENGTH | SPACING | NUMBER | †WEIGHT |
| "E" | #4 | 5'-8" | AS SHOWN | 3 | 11 |
| "G" | #4 | SEE SCHEDULE | 0'-11" | 6 | 34 |
| "H" | #6 | 6'-9" | AS SHOWN | 5 | 51 |
| "L" | #6 | 4'-9" | AS SHOWN | 2 | 14 |
| TOTAL STEEL FOR ONE EXTENSION = 110 lbs | | | | | |
| TOTAL CONCRETE FOR ONE EXTENSION = 0.89 yd³ | | | | | |

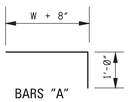
†NOTE: WHERE EXTENSION IS USED WITH CONCRETE PAVEMENT, ADD 27 lbs OF STEEL FOR BARS "M".

| BAR "G" SCHEDULE | |
|---|---|
| BAR "G" | LENGTH |
| "G1" | 7'-10" |
| "G2" | 8'-0" |
| "G3" | 8'-2" |
| "G4" | 8'-5" |
| "G5" | 8'-8" |
| "G6" | 8'-10" |

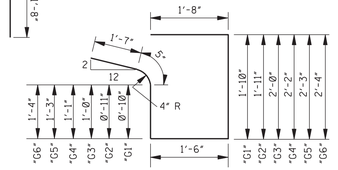
*NOTE: WING QUANTITIES ARE INCLUDED IN INLET QUANTITIES.



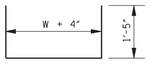

BARS "B"



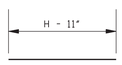

BARS "A"




BARS "G"

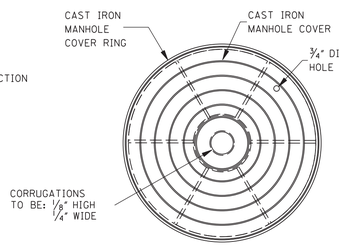



BARS "C"

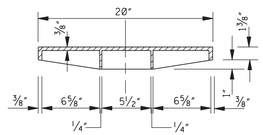



BARS "K"

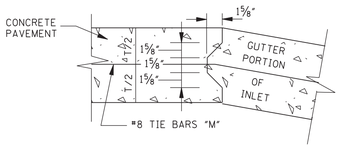
BAR DETAILS



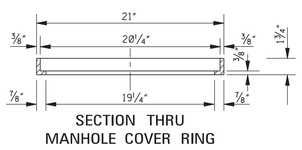

PLAN




SECTION THRU MANHOLE COVER




DETAIL OF KEYED CONSTRUCTION JOINTS
NOTE: FIELD BEND BARS "L" TO CENTER OF GUTTER SECTION




SECTION THRU MANHOLE COVER RING
NOTE: WEIGHT OF RING & COVER = 79 lbs

| W=2'-6" | BILL OF REINFORCING STEEL FOR 1-5'-0" INLET | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| H | BAR "A" L = 4'-2" #4 @ 9" | | BAR "C" L = 5'-8" #4 @ 9" | | BAR "S" L = 5'-8" #4 @ 12" | | BAR "D" L = 5'-8" #4 @ 12"± | | BAR "F" L=9'-8" #6 | | BAR "J" L=2'-3" #4 | | BAR "B" #4 @ 9" | | BAR "K" #4 @ 9"± | | *TOTAL STEEL | TOTAL CONC. |
| | NO. | lbs | NO. | lbs | NO. | lbs | NO. | lbs | NO. | lbs | NO. | lbs | LGTH. | NO. | lbs | LGTH. | NO. | lbs | lbs | yd³ |
| 3'-6" | 6 | 17 | 7 | 27 | 5 | 19 | 5 | 19 | 5 | 73 | 4 | 6 | 3'-10" | 7 | 18 | 2'-7" | 7 | 12 | 190 | 1.99 |
| 4'-0" | 6 | 17 | 7 | 27 | 5 | 19 | 7 | 26 | 5 | 73 | 4 | 6 | 4'-4" | 7 | 20 | 3'-1" | 7 | 14 | 202 | 2.15 |
| 4'-6" | 6 | 17 | 7 | 27 | 5 | 19 | 7 | 26 | 5 | 73 | 4 | 6 | 4'-10" | 7 | 23 | 3'-7" | 7 | 17 | 207 | 2.31 |
| 5'-0" | 6 | 17 | 7 | 27 | 5 | 19 | 9 | 34 | 5 | 73 | 4 | 6 | 5'-4" | 7 | 25 | 4'-1" | 7 | 19 | 219 | 2.47 |
| 5'-6" | 6 | 17 | 7 | 27 | 5 | 19 | 9 | 34 | 5 | 73 | 4 | 6 | 5'-10" | 7 | 27 | 4'-7" | 7 | 21 | 224 | 2.62 |
| 6'-0" | 6 | 17 | 7 | 27 | 5 | 19 | 11 | 42 | 5 | 73 | 4 | 6 | 6'-4" | 7 | 30 | 5'-1" | 7 | 24 | 238 | 2.78 |
| 6'-6" | 6 | 17 | 7 | 27 | 5 | 19 | 11 | 42 | 5 | 73 | 4 | 6 | 6'-10" | 7 | 32 | 5'-7" | 7 | 26 | 240 | 2.94 |
| 7'-0" | 6 | 17 | 7 | 27 | 5 | 19 | 13 | 49 | 5 | 73 | 4 | 6 | 7'-4" | 7 | 34 | 6'-1" | 7 | 28 | 253 | 3.10 |
| 7'-6" | 6 | 17 | 7 | 27 | 5 | 19 | 13 | 49 | 5 | 73 | 4 | 6 | 7'-10" | 7 | 37 | 6'-7" | 7 | 31 | 257 | 3.25 |

| W=3'-0" | BILL OF REINFORCING STEEL FOR 1-5'-0" INLET | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| H | BAR "A" L = 4'-8" #4 @ 9" | | BAR "C" L = 6'-2" #4 @ 9" | | BAR "S" L = 5'-8" #4 @ 12" | | BAR "D" L = 5'-8" #4 @ 12"± | | BAR "F" L=9'-8" #6 | | BAR "J" L=2'-3" #4 | | BAR "B" #4 @ 9" | | BAR "K" #4 @ 9"± | | *TOTAL STEEL | TOTAL CONC. |
| | NO. | lbs | NO. | lbs | NO. | lbs | NO. | lbs | NO. | lbs | NO. | lbs | LGTH. | NO. | lbs | LGTH. | NO. | lbs | lbs | yd³ |
| 3'-6" | 6 | 19 | 7 | 29 | 5 | 19 | 5 | 19 | 5 | 73 | 4 | 6 | 3'-10" | 7 | 18 | 2'-7" | 7 | 12 | 194 | 2.15 |
| 4'-0" | 6 | 19 | 7 | 29 | 5 | 19 | 7 | 26 | 5 | 73 | 4 | 6 | 4'-4" | 7 | 20 | 3'-1" | 7 | 14 | 206 | 2.32 |
| 4'-6" | 6 | 19 | 7 | 29 | 5 | 19 | 7 | 26 | 5 | 73 | 4 | 6 | 4'-10" | 7 | 23 | 3'-7" | 7 | 17 | 211 | 2.49 |
| 5'-0" | 6 | 19 | 7 | 29 | 5 | 19 | 9 | 34 | 5 | 73 | 4 | 6 | 5'-4" | 7 | 25 | 4'-1" | 7 | 19 | 223 | 2.65 |
| 5'-6" | 6 | 19 | 7 | 29 | 5 | 19 | 9 | 34 | 5 | 73 | 4 | 6 | 5'-10" | 7 | 27 | 4'-7" | 7 | 21 | 228 | 2.82 |
| 6'-0" | 6 | 19 | 7 | 29 | 5 | 19 | 11 | 42 | 5 | 73 | 4 | 6 | 6'-4" | 7 | 30 | 5'-1" | 7 | 24 | 240 | 2.99 |
| 6'-6" | 6 | 19 | 7 | 29 | 5 | 19 | 11 | 42 | 5 | 73 | 4 | 6 | 6'-10" | 7 | 32 | 5'-7" | 7 | 26 | 245 | 3.15 |
| 7'-0" | 6 | 19 | 7 | 29 | 5 | 19 | 13 | 49 | 5 | 73 | 4 | 6 | 7'-4" | 7 | 34 | 6'-1" | 7 | 28 | 257 | 3.32 |
| 7'-6" | 6 | 19 | 7 | 29 | 5 | 19 | 13 | 49 | 5 | 73 | 4 | 6 | 7'-10" | 7 | 37 | 6'-7" | 7 | 31 | 262 | 3.49 |

| W=3'-6" | BILL OF REINFORCING STEEL FOR 1-5'-0" INLET | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| H | BAR "A" L = 5'-2" #4 @ 9" | | BAR "C" L = 6'-8" #4 @ 9" | | BAR "S" L = 5'-8" #4 @ 12" | | BAR "D" L = 5'-8" #4 @ 12"± | | BAR "F" L=9'-8" #6 | | BAR "J" L=2'-3" #4 | | BAR "B" #4 @ 9" | | BAR "K" #4 @ 9"± | | *TOTAL STEEL | TOTAL CONC. |
| | NO. | lbs | NO. | lbs | NO. | lbs | NO. | lbs | NO. | lbs | NO. | lbs | LGTH. | NO. | lbs | LGTH. | NO. | lbs | lbs | yd³ |
| 3'-6" | 6 | 21 | 7 | 31 | 5 | 19 | 6 | 23 | 5 | 73 | 4 | 6 | 3'-10" | 7 | 18 | 2'-7" | 7 | 12 | 202 | 2.31 |
| 4'-0" | 6 | 21 | 7 | 31 | 5 | 19 | 8 | 30 | 5 | 73 | 4 | 6 | 4'-4" | 7 | 20 | 3'-1" | 7 | 14 | 214 | 2.49 |
| 4'-6" | 6 | 21 | 7 | 31 | 5 | 19 | 8 | 30 | 5 | 73 | 4 | 6 | 4'-10" | 7 | 23 | 3'-7" | 7 | 17 | 219 | 2.66 |
| 5'-0" | 6 | 21 | 7 | 31 | 5 | 19 | 10 | 38 | 5 | 73 | 4 | 6 | 5'-4" | 7 | 25 | 4'-1" | 7 | 19 | 231 | 2.84 |
| 5'-6" | 6 | 21 | 7 | 31 | 5 | 19 | 10 | 38 | 5 | 73 | 4 | 6 | 5'-10" | 7 | 27 | 4'-7" | 7 | 21 | 236 | 3.01 |
| 6'-0" | 6 | 21 | 7 | 31 | 5 | 19 | 12 | 45 | 5 | 73 | 4 | 6 | 6'-4" | 7 | 30 | 5'-1" | 7 | 24 | 248 | 3.19 |
| 6'-6" | 6 | 21 | 7 | 31 | 5 | 19 | 12 | 45 | 5 | 73 | 4 | 6 | 6'-10" | 7 | 32 | 5'-7" | 7 | 26 | 253 | 3.37 |
| 7'-0" | 6 | 21 | 7 | 31 | 5 | 19 | 14 | 53 | 5 | 73 | 4 | 6 | 7'-4" | 7 | 34 | 6'-1" | 7 | 28 | 265 | 3.54 |
| 7'-6" | 6 | 21 | 7 | 31 | 5 | 19 | 14 | 53 | 5 | 73 | 4 | 6 | 7'-10" | 7 | 37 | 6'-7" | 7 | 31 | 270 | 3.72 |

* NOTE: WHERE INLET IS USED WITH CONCRETE PAVEMENT, ADD 73 lbs OF STEEL FOR BARS "M".

GENERAL NOTES:

1. WHERE INLET OR INLET WITH EXTENSION(S) IS USED WITH CONCRETE PAVEMENT WITH INTERGRAL CURB, THE PAVEMENT SHALL BE BLOCKED OUT TO THE DIMENSIONS AS SHOWN FOR THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S). THE PORTION BLOCKED OUT SHALL BE PLACED INTEGRAL WITH THE TOP OF THE INLET OR INLET WITH EXTENSION(S). #8 DEFORMED BARS 30" LONG SHALL BE PLACED ON 18" CENTERS AT THE CENTER OF THE PAVEMENT. THESE BARS SHALL EXTEND INTO THE GUTTER PORTION OF THE INLET OR INLET WITH EXTENSION(S) 15". THE CONSTRUCTION JOINT BETWEEN THE CONCRETE PAVEMENT AND THE INLET OR INLET WITH EXTENSION(S) SHALL BE A KEYED JOINT AS SHOWN. A SMOOTH CONSTRUCTION JOINT WILL NOT BE PERMITTED. QUANTITIES FOR BLOCKED OUT AREA OF PAVEMENT SHALL BE INCLUDED IN QUANTITIES FOR INLET OR INLET WITH EXTENSION(S).
2. THE QUANTITIES SHOWN, MINUS VOLUMETRIC DISPLACEMENT OF CONCRETE BY PIPE CULVERTS THROUGH INLET WALLS, WILL BE USED AS THE BASIS OF FINAL PAYMENT UNLESS THIS PLAN IS MODIFIED.
3. FOR CONVENIENCE, DEPTHS OF INLETS SHOWN IN ABOVE TABLE ARE INCREMENTS OF 6". BUT ANY DEPTHS OTHER THAN THESE SHOWN MAY BE USED WHEREVER DEEMED NECESSARY. QUANTITIES FOR OTHER DEPTHS, FALLING WITHIN THE LIMITS OF THE TABLE, MAY BE FOUND BY INTERPOLATION.
4. FIELD CUT AND BEND BARS AS NECESSARY TO ACCOMMODATE STORM SEWER. NO DEDUCTIONS ARE TO BE MADE IN STEEL QUANTITIES.
5. WHERE INLET IS BEING USED ADJACENT TO SIDEWALK, REFER TO OTHER SHEETS FOR TOP DETAIL.

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# STORM SEWER INLET TYPE SS-2

MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER SS-2

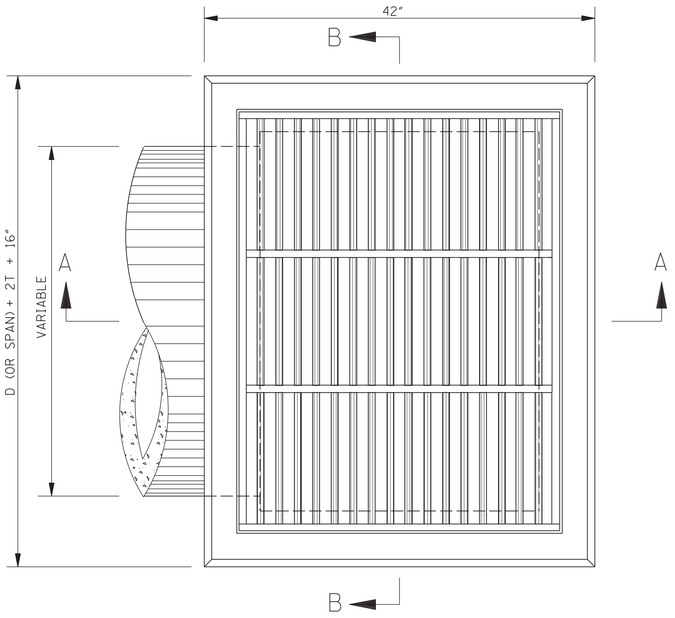
ISSUE DATE: AUGUST 01, 2017

SHEET NUMBER 6524

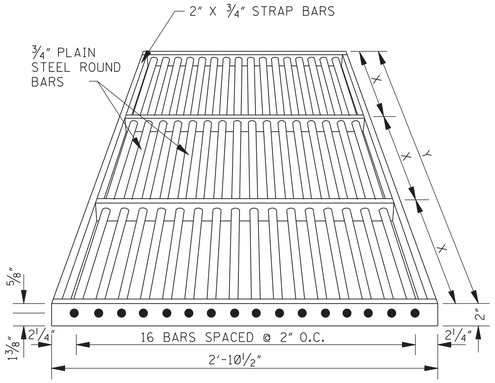
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| | |
|---|---|
| "A", #4 BARS | AS PER TABLE |
| "B", #4 BARS | D (OR SPAN) +2T+9" |
| "C", #4 BARS | 34" |
| "D", #4 BARS | D (OR RISE) +T+4" |

BARS "A", "B", "C" & "D"

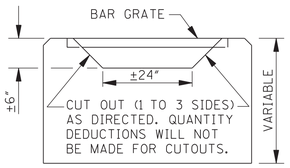



PLAN



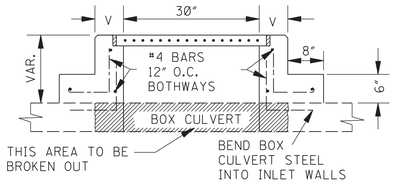

BAR GRATE DETAILS

NOTE: JUNCTIONS OF ROUND AND STRAP BARS SHALL BE WELDED. GRATE SHALL BE SHOP COATED WITH APPROVED EPOXY MASTIC PAINT.

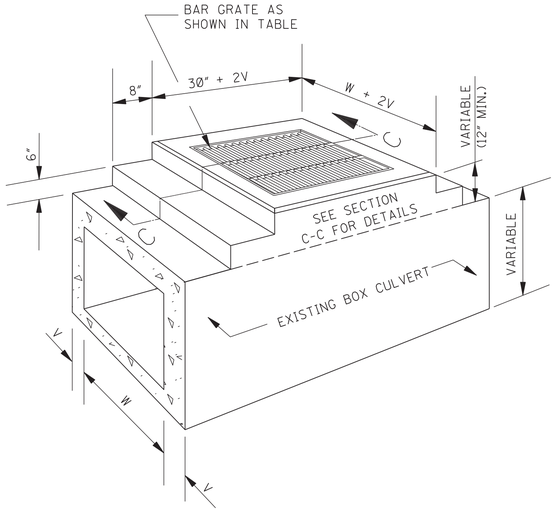



ELEVATION

MODIFIED PIPE OR BOX CULVERT INLET

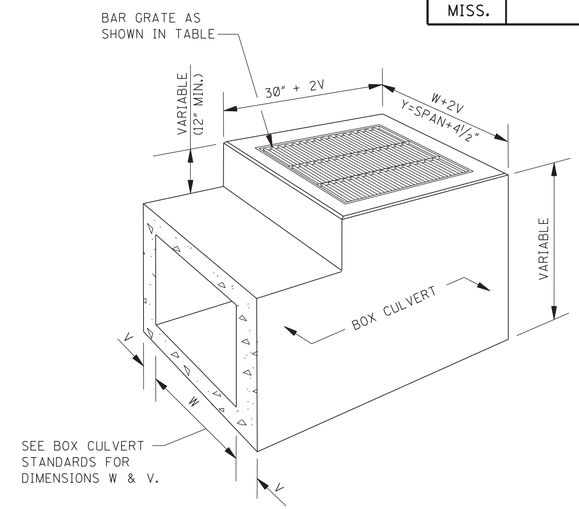



SECTION C–C




SECTIONAL PERSPECTIVE

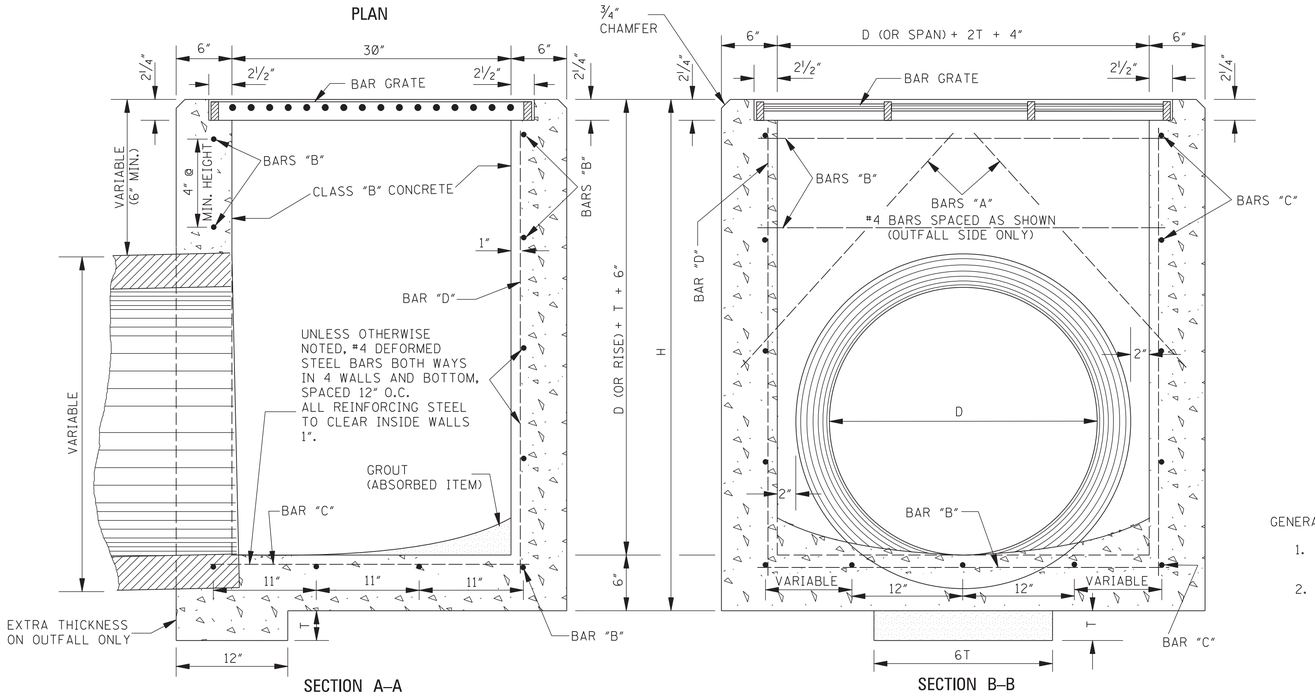
INLET ON EXISTING BOX CULVERT




SECTIONAL PERSPECTIVE

INLET USED IN LIEU OF HEADWALLS

| LENGTH AND WEIGHT OF GRATING | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| PIPE INLETS | | | | | BOX CULVERT INLETS | | | | |
| PIPE SIZE | Y | X | NO. X-SPANS | WEIGHT (lbs) | BOX CULVERT SIZE | Y | X | NO. X-SPANS | WEIGHT (lbs) |
| 18" | 2'-7½" | 1'-3¾" | 2 | 127 | 2' X 2' | 2'-4½" | 1'-2¼" | 2 | 119 |
| 22" X 13" | 2'-11½" | 1'-5¾" | 2 | 139 | 3' X 2' | 3'-4½" | 1'-1½" | 3 | 166 |
| 24" | 3'-2½" | 1'-7¼" | 2 | 147 | 4' X 2' | 4'-4½" | 1'-5½" | 3 | 200 |
| 29" X 18" | 3'-7" | 1'-2 11/32" | 3 | 173 | 5' X 2' | 5'-4½" | 1'-4⅛" | 4 | 247 |
| 30" | 3'-9½" | 1'-3 11/32" | 3 | 180 | 6' X 2' | 6'-4½" | 1'-3 19/64" | 5 | 293 |
| 36" | 4'-4½" | 1'-5½" | 3 | 200 | 7' X 2' | 7'-4½" | 1'-5 11/16" | 5 | 328 |
| 42" | 4'-11½" | 1'-2⅞" | 4 | 232 | 8' X 2' | 8'-4¾" | 1'-4¾" | 6 | 374 |
| 48" | 5'-6½" | 1'-4 5/8" | 4 | 252 | 3' X 3' | 3'-4½" | 1'-1½" | 3 | 166 |
| 54" | 6'-1½" | 1'-6 3/8" | 4 | 272 | 4' X 3' | 4'-4½" | 1'-5½" | 3 | 200 |
| 60" | 6'-8½" | 1'-4 31/32" | 5 | 305 | 5' X 3' | 5'-4½" | 1'-4⅛" | 4 | 247 |
| | | | | | 6' X 3' | 6'-4½" | 1'-3 19/64" | 5 | 293 |




PIPE CULVERT INLET

| QUANTITIES | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| PIPE SIZE | MIN. DEPTH TO F.L. | MIN. DEPTH INLET | | EACH ADDED FOOT | | PIPE OPENING DEDUCTION ($yd^3$) | T | BARS/SIZES | | | | | |
| | | CONC * ($yd^3$) | STEEL (lbs) | CONC ($yd^3$) | STEEL (lbs) | | | "A" / #4 | | "B" / #4 | | "C" / #4 | | "D" / #4 | |
| | | | | | | | | NO. @ LGTH. | | NO. @ LGTH. | | NO. @ LGTH. | | NO. @ LGTH. | |
| 18" | 2.209' | 0.623 | 42 | 0.213 | 13 | 0.053 | 2½" | 2 @ 21" | | 8 @ 32" | | 7 @ 34" | | 9 @ 24½" | |
| 22" X 13" | 1.833' | 0.586 | 42 | 0.225 | 14 | 0.053 | 2½" | 2 @ 25" | | 8 @ 36" | | 7 @ 34" | | 9 @ 20" | |
| 24" | 2.750' | 0.800 | 55 | 0.235 | 14 | 0.091 | 3" | 2 @ 25" | | 9 @ 39" | | 9 @ 34" | | 9 @ 31" | |
| 29" X 18" | 2.250' | 0.742 | 57 | 0.248 | 16 | 0.087 | 3" | 2 @ 30" | | 9 @ 43½" | | 9 @ 34" | | 11 @ 25" | |
| 30" | 3.292' | 0.992 | 70 | 0.256 | 16 | 0.138 | 3½" | 2 @ 30" | | 9 @ 46" | | 11 @ 34" | | 11 @ 37½" | |
| 36" | 3.834' | 1.198 | 85 | 0.278 | 17 | 0.196 | 4" | 2 @ 33" | | 10 @ 53" | | 13 @ 34" | | 11 @ 44" | |
| 42" | 4.375' | 1.418 | 93 | 0.299 | 18 | 0.263 | 4½" | 2 @ 36" | | 10 @ 60" | | 13 @ 34" | | 11 @ 50½" | |
| 48" | 4.917' | 1.653 | 109 | 0.321 | 19 | 0.340 | 5" | 2 @ 39" | | 11 @ 67" | | 15 @ 34" | | 11 @ 57" | |
| 54" | 5.458' | 1.902 | 136 | 0.343 | 21 | 0.427 | 5½" | 2 @ 42" | | 12 @ 74" | | 19 @ 34" | | 13 @ 63½" | |
| 60" | 6.000' | 2.165 | 146 | 0.364 | 21 | 0.524 | 6" | 2 @ 47" | | 12 @ 81" | | 19 @ 34" | | 13 @ 70" | |

*NOTE: ONE (1) PIPE OPENING HAS BEEN DEDUCTED FROM THE STRUCTURE.

GENERAL NOTES:

1. QUANTITIES SHOWN WILL BE THE BASIS OF PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE.
2. BOX CULVERTS:
   A. UNLESS OTHERWISE SHOWN, THE DETAILS OF THE BOX CULVERT INLETS SHALL CONFORM TO THOSE SHOWN FOR THE PIPE INLETS.
   B. BOX CULVERT REINFORCEMENT SHALL BE CONTINUED AND RESHAPED TO ACCOMMODATE THE INLET BOX. ADDITIONAL BARS SHALL BE THE SAME DIAMETER AS THOSE IN THE BOX CULVERT AND THE CONCRETE SHALL BE THE SAME. QUANTITIES SHALL BE COMPUTED IN CONJUNCTION WITH QUANTITIES FOR BOX CULVERT.

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

# DROP INLET AND GRATE DETAILS FOR PIPE AND BOX CULVERTS

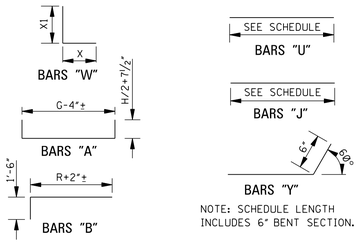
MDOT

WORKING NUMBER B-9

SHEET NUMBER 6527

ISSUE DATE: AUGUST 01, 2017

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NOTE: SCHEDULE LENGTH INCLUDES 6" BENT SECTION.

## BAR BENDING DETAILS

NOTE: WHENEVER THE COMPUTED LENGTH OF BAR EXCEEDS 30', THE SCHEDULED LENGTH INCLUDES A 12" LAP. ALL BARS ARE #4 EXCEPT BARS "W". SEE SCHEDULE FOR SIZE OF BARS "W".

### DIMENSIONS AND REINFORCING COMMON TO FLARED HEADWALLS FOR SINGLE, DOUBLE, TRIPLE AND QUADRUPLE LINE PIPE CULVERTS

| PIPE DIA | MIN THK "T" | DIMENSIONS C | H | R | S1 | S2 | U | W | REINFORCING STEEL U NO | U LGTH | W1 NO | W1 SIZE | W1 X | W1 X1 | W1 LGTH | W2 NO | W2 SIZE | W2 X | W2 X1 | W2 LGTH | W3 NO | W3 SIZE | W3 X | W3 X1 | W3 LGTH | W4 NO | W4 SIZE | W4 X | W4 X1 | W4 LGTH | W5 NO | W5 SIZE | W5 X | W5 X1 | W5 LGTH | W6 NO | W6 SIZE | W6 X | W6 X1 | W6 LGTH | W7 NO | W7 SIZE | W7 X | W7 X1 | W7 LGTH | W8 NO | W8 SIZE | W8 X | W8 X1 | W8 LGTH | Y1 NO | Y1 LGTH | Y2 NO | Y2 LGTH | Y3 NO | Y3 LGTH | Y4 NO | Y4 LGTH | Y5 NO | Y5 LGTH | Y6 NO | Y6 LGTH | Y7 NO | Y7 LGTH | Y8 NO | Y8 LGTH |
|---|---|---

## CULVERT DIMENSIONS — ESTIMATED QUANTITIES

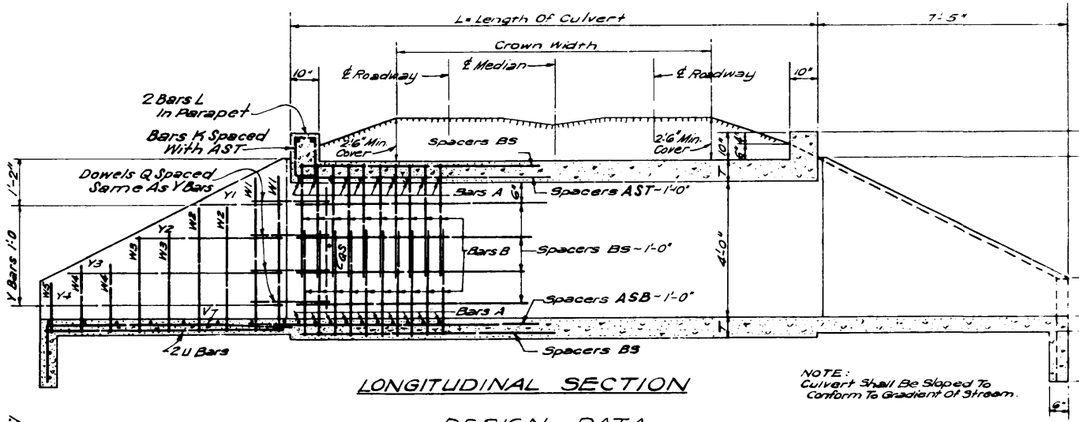
| CLEAR SPAN | MAX COVER | T | V | W | Y | CULVERT (L=150') CONCRETE CU.YD. | CULVERT (L=150') REINF. STEEL LB. | PER LIN.FT. BARREL CONCRETE CU.YD. | PER LIN.FT. BARREL REINF. STEEL LB. | 1 AUX. SLAB "J" CONCRETE CU.YD. | 1 AUX. SLAB "J" REINF. STEEL LB. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 4' | 23' | 6½" | 6½" | 1'-0⅝" | 12'-5" | 60.45 | 8,515 | 0.3644 | 52.9 | 0.25 | 15 |
| 5' | 21' | 7⅛" | 6½" | 1'-1⅝" | 13'-5" | 72.64 | 10,987 | 0.4421 | 68.9 | 0.30 | 18 |
| 6' | 16' | 7⅛" | 6½" | 1'-1⅝" | 14'-5" | 80.07 | 12,466 | 0.4884 | 78.4 | 0.35 | 21 |
| 7' | 14' | 8" | 7" | 1'-2" | 15'-5" | 93.73 | 14,908 | 0.5761 | 94.4 | 0.40 | 23 |
| 8' | 11' | 8⅝" | 7" | 1'-2⅝" | 16'-5" | 105.90 | 17,396 | 0.6538 | 110.4 | 0.45 | 26 |
| 9' | 10' | 9" | 7½" | 1'-3" | 17'-5" | 121.55 | 19,823 | 0.7546 | 126.4 | 0.51 | 29 |
| 10' | 8' | 9½" | 7½" | 1'-3½" | 18'-5" | 135.59 | 22,693 | 0.8449 | 145.0 | 0.56 | 32 |

## BAR LIST FOR BARREL (L=150') PARAPETS & 2 AUXILIARY SLABS "J"

| BARS A NO. | SIZE | SPAC' | LENGTH | BARS B NO. | SIZE | SPAC' | LENGTH | DOWELS Q -#4 NO. | LENGTH | SPACERS QS -#4 NO. | LENGTH | SETS OF BARS AST #4 NO. | LENGTH | SETS OF BARS ASB #4 NO. | LENGTH | SETS OF BARS BS #4 NO. | LENGTH | BARS K #4 NO. | LENGTH | BARS L #4 NO. | LENGTH | BARS M #4 NO. | LENGTH | BARS N #4 NO. | LENGTH |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 180 | #5 | 7½" | 4'-10" | 1788 | #3 | 4" | 4'-7" | 16 | 2'-6" | 4 | 3'-7" | 4 | 152'9" | 4 | 155'-7" | 16 | 152'-9" | 8 | 3'-1" | 4 | 4'-8" | 4 | 4'-9" | 12 | 2'-2" |
| 600 | #5 | 6" | 5'-10" | 1200 | #4 | 6" | 5'-1" | 16 | 2'-6" | 4 | 3'-7" | 5 | 152'9" | 5 | 155'-7" | 16 | 152'-9" | 10 | 4'-1" | 4 | 5'-8" | 4 | 5'-9" | 14 | 2'-2" |
| 600 | #5 | 6" | 6'-10" | 1200 | #4 | 6" | 5'-4" | 16 | 2'-6" | 4 | 3'-7" | 6 | 152'9" | 6 | 155'-7" | 20 | 152'-9" | 12 | 4'-1" | 4 | 6'-8" | 4 | 6'-9" | 16 | 2'-2" |
| 450 | #6 | 8" | 7'-11" | 900 | #5 | 8" | 5'-9" | 16 | 2'-6" | 4 | 3'-7" | 7 | 152'9" | 7 | 155'-7" | 20 | 152'-9" | 14 | 4'-2" | 4 | 7'-8" | 4 | 7'-10" | 18 | 2'-2" |
| 498 | #6 | 7½" | 8'-11" | 996 | #5 | 7½" | 6'-1" | 16 | 2'-6" | 4 | 3'-7" | 8 | 152'9" | 8 | 155'-7" | 20 | 152'-9" | 16 | 4'-3" | 4 | 8'-8" | 4 | 8'-10" | 20 | 2'-2" |
| 534 | #6 | 6¾" | 10'-0" | 1068 | #5 | 6¾" | 6'-5" | 16 | 2'-6" | 4 | 3'-7" | 9 | 152'9" | 9 | 155'-7" | 20 | 152'-9" | 18 | 4'-4" | 4 | 9'-8" | 4 | 9'-11" | 22 | 2'-2" |
| 402 | #7 | 9" | 11'-0" | 1200 | #5 | 6" | 6'-8" | 16 | 2'-6" | 4 | 3'-7" | 10 | 152'9" | 10 | 155'-7" | 24 | 152'-9" | 20 | 4'-5" | 4 | 10'-8" | 4 | 10'-11" | 24 | 2'-2" |

## BAR LIST FOR WINGS & APRONS

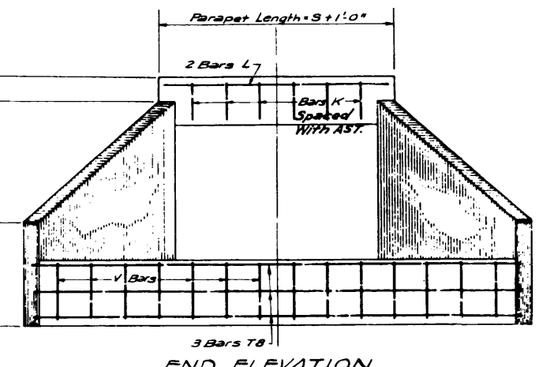
| BAR | SIZE | NO. REQUIRED SPAN 4' | 5' | 6' | 7' | 8' | 9' | 10' | DIM. X | DIM. X1 | LENGTH |
|---|---|---|---|---|---|---|---|---|---|---|---|
| T1 | #4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | | | 5'-6" |
| T2 | #4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | | | 5'-1'-8" |
| T3 | #4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | | | 5'-2'-10" |
| T4 | #4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | | | 5'-4'-0" |
| T5 | #4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | | | 5'-5'-2" |
| T6 | #4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | | | 5'-6'-4" |
| T7 | #4 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | | | 5'-7'-6" |
| T8 | #4 | 6 | 6 | 6 | 6 | 6 | 6 | 6 | | | 5'-8'-8" |
| U | #4 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | | | 8'-0" |
| V1 | #4 | 12 | 14 | 16 | 18 | 20 | 22 | 24 | 7'-1" | 1'-8" | 8'-9" |
| V2 | #4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 5'-4" | 1'-8" | 7'-0" |
| V3 | #4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 3'-8" | 1'-8" | 5'-4" |
| V4 | #4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 1'-11" | 1'-8" | 3'-7" |
| W1 | #4 | 6 | 8 | 8 | 8 | 8 | 8 | 8 | 2'-6" | W+3'-5" | W+5'-11" |
| W2 | #4 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 2'-3" | W+2'-7" | W+4'-10" |
| W3 | #4 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 1'-11" | W+1'-8" | W+3'-7" |
| W4 | #4 | 8 | 8 | 8 | 8 | 8 | 8 | 8 | 1'-7" | W+10" | W+2'-5" |
| W5 | #4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | 1'-7" | W+5" | W+2'-0" |
| Y1 | #4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | 2'-2" |
| Y2 | #4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | 4'-6" |
| Y3 | #4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | 6'-9" |
| Y4 | #4 | 4 | 4 | 4 | 4 | 4 | 4 | 4 | | | 8'-0" |



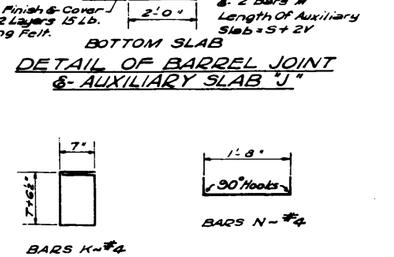

## LONGITUDINAL SECTION

NOTE: Culvert Shall Be Sloped To Conform To Gradient Of Stream.

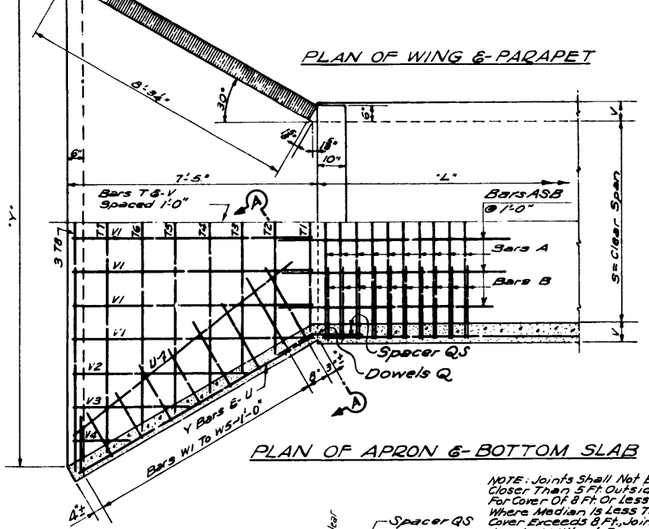
* NOTE: The Number And Length Of Bars Are Listed For Sets Of Bars Composed Of Sections As Shown In Bar Bending Details. See Elevation Of Culvert For Number Of Sections.




## END ELEVATION

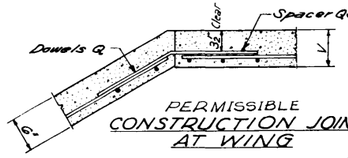



## DETAIL OF BARREL JOINT & AUXILIARY SLAB "J"



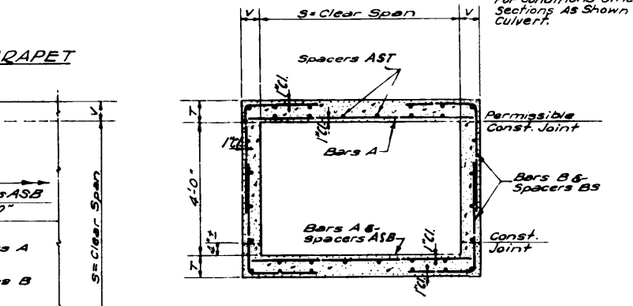

## PLAN OF WING & PARAPET

## PLAN OF APRON & BOTTOM SLAB



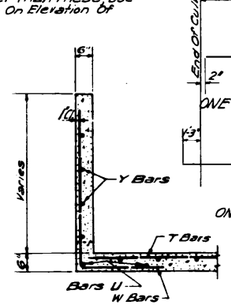

PERMISSIBLE CONSTRUCTION JOINT AT WING

NOTE: Joints Shall Not Be Located Closer Than 5 Ft. Outside Of Pavement. For Cover Of 8 Ft. Or Less Except In Cases Where Median Is Less Than 10 Ft. Where Cover Exceeds 8 Ft., Joints May Be Located Without Regards To Pavement Edge.



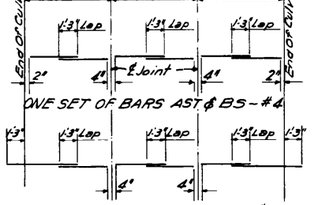

## CROSS SECTION

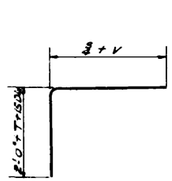
Spacers AST Tie To Bars A In Top Slab
Spacers ASB Tie To Bars A In Bottom Slab
Spacers BS Tie To Bars B




## SECTION "A"-"A"

NOTE: The Diagrams For Bars AST, ASB & BS Are For A Culvert Length Greater Than 140 Ft. And Equal To Or Less Than 190 Ft. With A Median Of 40 Ft. Thru 60 Ft. For Conditions Other Than These, Use Sections As Shown On Elevation Of Culvert.




## BAR BENDING DETAILS

Dimensions Are Out To Out.




## SIDE ELEVATION OF CULVERT

Showing ½" Joints And Auxiliary Slabs "J" Drawn For L=150 Ft. & M=60 Ft.

NOTE: Where Cover Is 8 Ft. Or Less And A Joint Occurs Within The Limits Of 5 Ft. Beyond Each Edge Of Pavement, Use Complete Collar At Joints Per Drawing ICJ-1 Or ICJS-1.

NOTE: See Drawing IBJL-1 for Additional Joint Locations.

## GENERAL NOTES :-

Specifications: Mississippi State Highway Department.
All Concrete Shall Be Class "B".
Concrete Surfaces Shall Be Finished In Accordance With Sub-section 804.26.
All Exposed Corners Shall Be Chamfered ¾ Inch.
Reinforcing Steel Shall Be Placed 1" Clear Minimum From The Surface Of The Concrete And Shall Be Adequately Supported From The Forms.
All Bars Shall Be Accurately Spaced And Securely Wired At Each Intersection Before Placing Concrete.
Horizontal Construction Joints Shall Be Placed Only At The Locations Shown, And The Concrete Shall Be Allowed To Set A Minimum Period Of 2 Hours Before Continuing The Pour.
The Quantities Shown Will Be Used As The Basis For Final Payment Unless This Drawing Is Modified.

| DATE | REVISIONS |
|---|---|
| 11-1-66 | Permissible Const. Joint |
| 5-24-66 | Specs.: AASHO 1965 & MSHD |
| 1-1-70 | 12th Block, AASHO Specs. 1969 |
| | Gen. Use Updated, & Bench Mark |

MISSISSIPPI STATE HIGHWAY DEPARTMENT

# BASIC CULVERT DRAWING

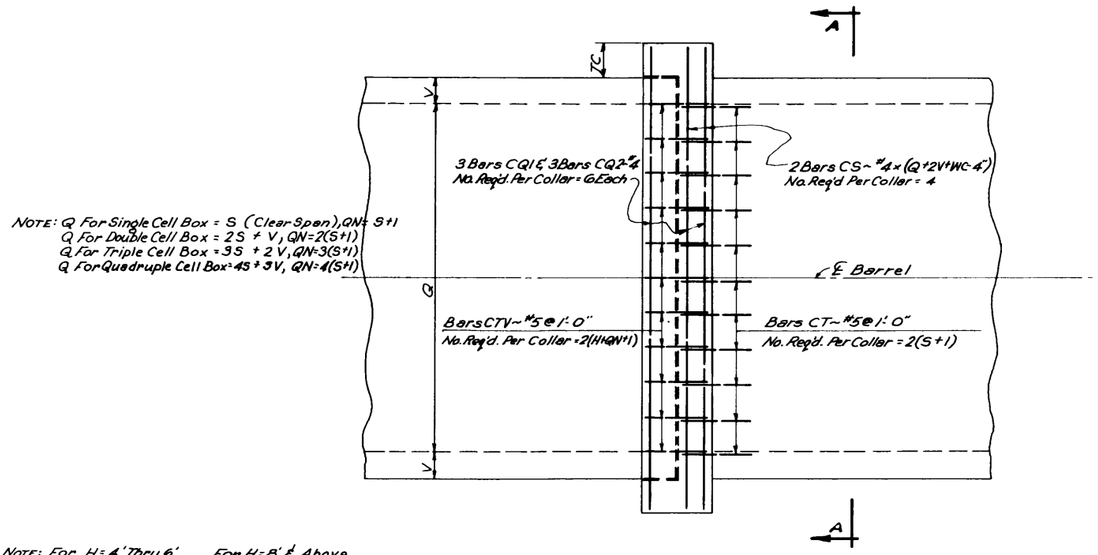
SINGLE CELL

HEIGHT 4 FT.
SPANS 4 – 10 FT.

WORKING NUMBER IBS-4-2W

DETAILED L.B.R. | CHECKED | ISSUED | DATE
TRACED L.B.R. | DATE | DATE

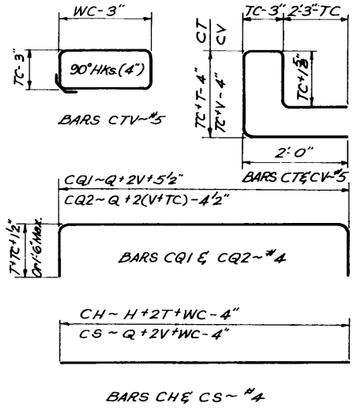
SHEET NUMBER 276




PLAN OF COLLAR

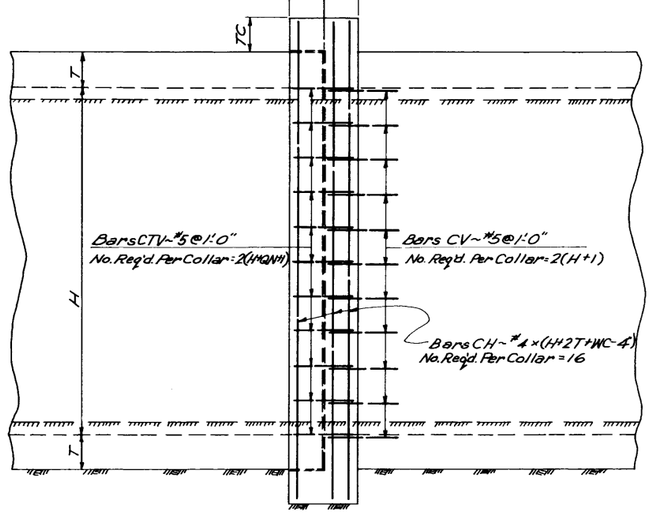
NOTE: For H = 4' Thru 6' TC = 9" WC = 1'-6"

For H = 8' & Above TC = 1'-0" WC = 2'-0"

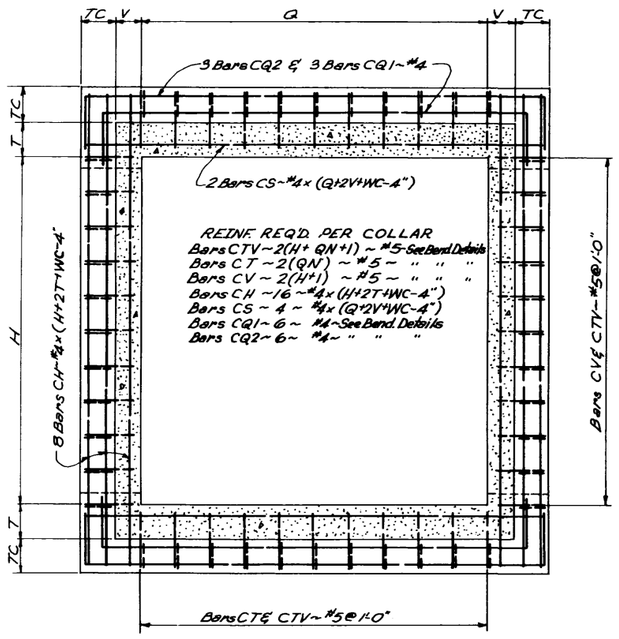



BAR BENDING DETAILS

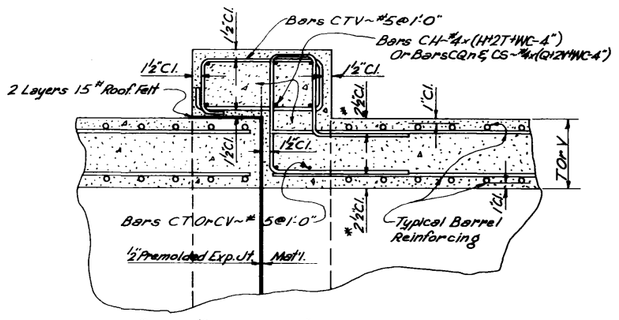
NOTE: See * At Right




ELEVATION OF COLLAR




SECTION A-A




*NOTE: 2½" Cl. Based On 1" Cl. For Typ. Barrel Reinf. This Cl. Shall Be Adjusted For Cl. Other Than 1"

TYPICAL SECTION OF COLLAR

## GENERAL NOTES:

This Drawing Shows The Details Necessary To Construct A Complete Collar Around Barrel At Expansion Joints For Single, Double, Triple And Quadruple Cell Box Structures.

All Details And Requirements Not Shown Hereon Shall Be As Per Specific Drawings Or Sheets As Listed In The Plan Assembly.

This Drawing Is Detailed For A Single Cell Box Structure And Multi-Cell Box Structures Shall Be Treated Similarly As Shown.

| DATE | REVISIONS | BY |
|---|---|---|
| 1-1-70 | Fillet & Horiz. Dim. Of Keyway Changed, Sht. 2 Added | |

MISSISSIPPI STATE HIGHWAY DEPARTMENT

COLLAR DETAILS

FOR BOX STRUCTURES

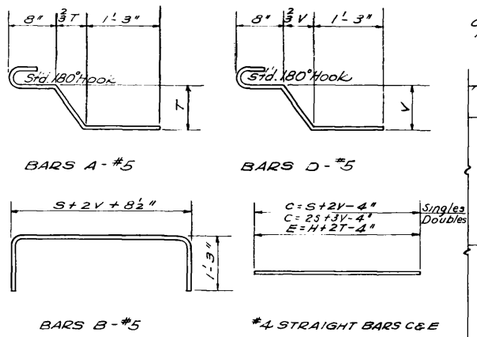
(SINGLE, DOUBLE, TRIPLE & QUADRUPLE)

WORKING NUMBER CJ-1

DESIGNED [illegible] DETAILED [illegible] TRACED AE

CHECKED ISSUED DATE

SHEET NUMBER 316

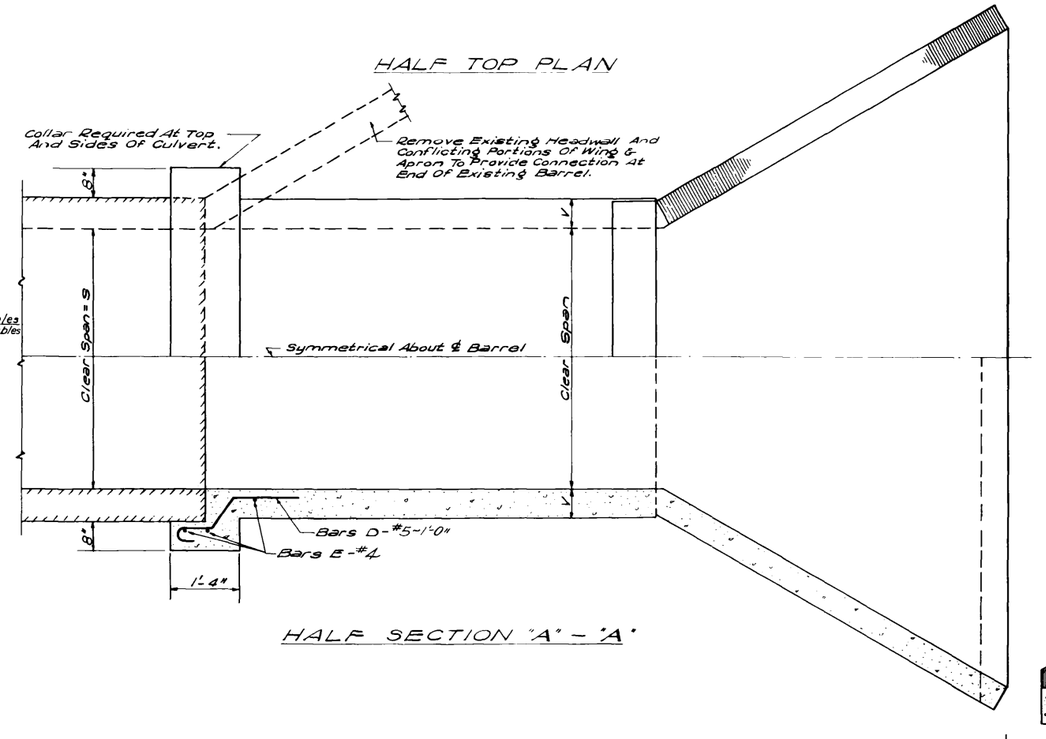



BARS A - #5 BARS D - #5

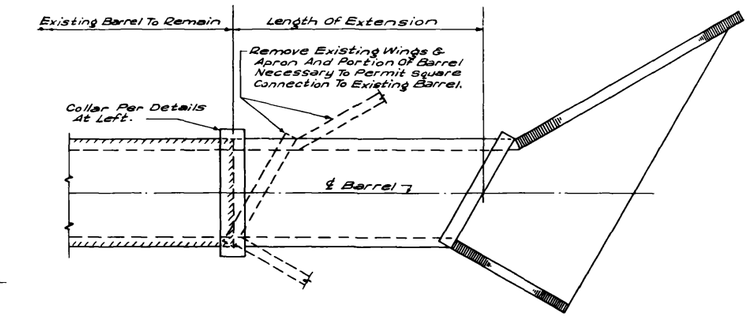
BARS B - #5 #4 STRAIGHT BARS C&E

## BAR BENDING DETAILS

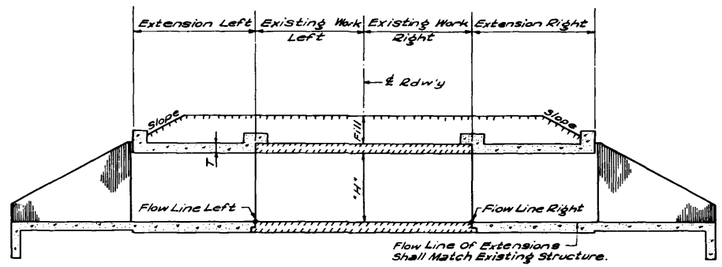
Dimensions Are Out To Out.



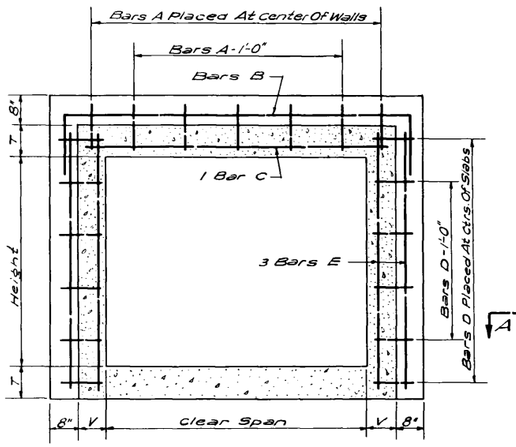

## HALF SECTION "A" - "A"



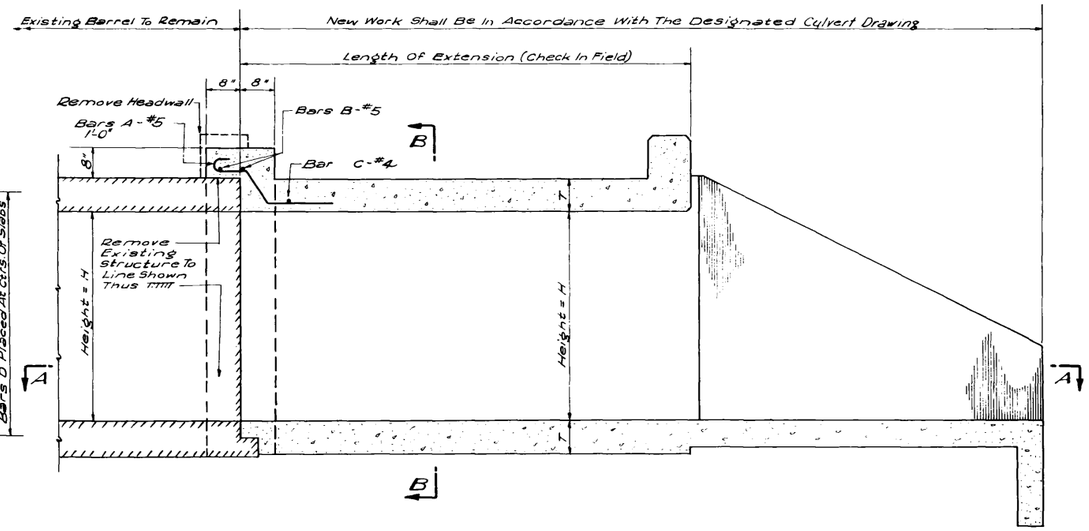

## TYPICAL SKEW INSTALLATION




## TYPICAL LONGITUDINAL SECTION




## SECTION "B"-"B"




## LONGITUDINAL SECTION

## GENERAL NOTES :-

This Drawing Is Supplementary To Box Culvert Drawings Of The BS And BD Series And All Typical Details And General Notes Shown Thereon Shall Apply.

The Length Of Extensions For Each End Of The Culvert Shall Be Checked In The Field By The Project Engineer Before The Reinforcing Steel Is Ordered.

Bar List Of Reinforcing Steel Shall Be Submitted To The Project Engineer Prior To Fabrication. Placing Plan Shall Be Furnished When Extensions Are Skewed.

When The Length Of The Extension Is Less Than 10 Feet, The Vertical Construction Joints At The Junction Of The Barrel And Wings Shown On The BS And BD Series Of Box Culvert Drawings For Culvert Heights Of 8 Feet And Greater Shall Be Omitted.

This Drawing Is Detailed For A Single Cell Culvert And Double Cell Structures Shall Be Treated Similarly.

| DATE | REVISIONS | BY |
|---|---|---|
| 10-1-46 | Revised 2'-0" Fillet To 1'-4" | |
| 4-1-45 | Revised Steel Schedule & Added Note | |
| 12-20-44 | Revised Steel Schedule & Added Note | |
| 12-8-44 | Revised General Notes | |

MISSISSIPPI STATE HIGHWAY DEPARTMENT

CULVERT DRAWING

EXTENSION PLAN

FOR LENGTHENING EXISTING BOX CULVERTS

WORKING NUMBER CX-1

DETAILED M.H.B. CHECKED M.H.B. ISSUED C.S.H.

TRACED L.B.R. DATE Jan. 1, 1945. DATE 1-1-45

SHEET NUMBER 318

# Office of State Aid Road Construction

Jackson, Mississippi

and

~~Board of Supervisors~~
City Council

City of Hattiesburg, Forrest County

# PROPOSAL AND CONTRACT DOCUMENTS




*FOR THE CONSTRUCTION OF*

State Aid - Federal Aid Project No. *(Strike out if no Federal Funds Involved)* DECD-0018(36)BO

Being a Section of County Roads Chevy Chase Dr., 29th Ave., Arlington Loop, 31st Ave., 30th Ave.

~~On Route No.~~ in the City of Hattiesburg, MS Being Midtown Streetscape Project

In Forrest County Mississippi

Type of Construction Roadway Improvements

Net Length 0.814 Miles

Gross Length _____ Miles _____ Contract Time 200 Working Days

By _____

Address _____

Surety _____

## Note

Standard Specifications for State Aid Road and Bridge Construction currently approved by the Office of State Aid Road Construction and the Federal Highway Administration are made a part hereof fully and completely as if attatched hereto, except where superseded by the Special Provisions, or amended by revisions.

**BIDDER CHECKLIST FOR STATE FUNDED PROJECTS**

(ITEMS REQUIRING COMPLETION AND/OR SIGNATURE AT BID LETTING)

| | | | |
|---|---|---|---|
| | This checklist is to assist the contractor in the submission of a complete Bid Proposal. This checklist in no way relieves the contractor of the responsibility to submit a complete Proposal. Failure to complete any or all of the applicable requirements will be cause for the proposal to be considered irregular. | | |
| | If Submitting a **Paper Bid** | | If Submitting a **Bid Electronically** |
| ☐ | Envelope has required information on outside and is **sealed**. (See Subsection S-102.01 and S-102.09) | ☐ | Include a cover sheet as the first page of the .pdf document containing the same information required on the outside of the envelope for a paper bid submission. (See Subsection S-102.01 and S-102.09) |
| ☐ | Bid Proposal submittted containing entire proposal document bound and in order received. | ☐ | Bid Proposal submittted as a .pdf document containing entire proposal document as received (in order received) including front cover. |
| ☐ | Affidavit regarding Non-Collusion, Debarment and Suspension, etc. executed (signed and notarized) in **duplicate.** | ☐ | Affidavit regarding Non-Collusion, Debarment and Suspension, etc. executed (signed and notarized) in **duplicate**. |
| ☐ | EEV Certification | ☐ | EEV Certification |
| ☐ | Section 902 Proposal - Complete the following | ☐ | Section 902 Proposal - Complete the following |
| | ☐ Bid sheets : unit prices and item totals, subtotals and project totals, etc. entered. | | ☐ Bid sheets : unit prices and item totals, subtotals and project totals, etc. entered. |
| | ☐ Combination Bid Proposal of Section 902, where applicable: completed and signed for each project which is to be considered in combination. (See Subsection S-102.11) | | ☐ Combination Bid Proposal of Section 902, where applicable: completed and signed for each project which is to be considered in combination. (See Subsection S-102.11) |
| | ☐ Section 902 Proposal, page 3: completed and **signed**. | | ☐ Section 902 Proposal, page 3: completed and **signed**. |
| ☐ | Proposal Guaranty (Bid Bond) : attached. (See Subsection S-103.05) | ☐ | Proposal Guaranty (Bid Bond) : attached. (See Subsection S-103.05) |
| ☐ | Any issued addenda included and acknowledged as required. | ☐ | Any issued addenda included and acknowledged as required. |
| ☐ | Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled have been included. (See Subsection S-103.01) | ☐ | Non-resident Bidders: ON STATE FUNDED PROJECTS ONLY, a copy of the current laws regarding any preference for local Contractors from State wherein domiciled have been included. (See Subsection S-103.01) |
| **DO NOT REMOVE** any part of the contract documents. A stripped proposal is considered as an irregular bid and will be cause for rejection. | | **INCLUDE ALL PARTS** of the contract documents. A stripped proposal is considered as an irregular bid and will be cause for rejection. | |

*Revised December 20, 2018*

**OFFICE OF STATE AID ROAD CONSTRUCTION**
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**STATE AID PROJECTNO. DECD-0018(36)BO**
**FORREST COUNTY**

**MISSISSIPPI STANDARD SPECIFICATION FOR STATE AID ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION**
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| | |
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| Section 900 | Notice of Advertisement |
| Special Notice To Bidders | Construction Safety and Health Standards |
| Notice To Bidders No. 1 | Bidding Requirements and Conditions |
| Notice To Bidders No. 2 | High Voltage Overhead Lines |
| Notice To Bidders No. 3 | Specialty Items |
| Notice To Bidders No. 5 | Status of Utility Adjustment and Right-of-Way Acquisition |
| Notice To Bidders No. 6 | Petroleum Products Base Prices for Contract |
| Notice To Bidders No. 7 | Payments to Subcontractors (With OCR-484-SA) |
| Notice To Bidders No. 8 (Rev. 04-07-2022) | Errata and Modifications to the 2004 Edition of the Standard Specifications for State Aid Road and Bridge Construction |
| Notice To Bidders No. 10 | Monthly Estimate Retainage |
| Notice To Bidders No. 11 (Rev. 11-19-2009) | Certification of 100% of Payment To Subcontractor |
| Notice To Bidders No. 16 | Safety Apparel |
| SS 901-S-102-1 | Bid Bond Agent |
| SS 901-S-103-1 | Contract Bond Agent or Liability Insurance Agent |
| SS 901-S-104-1 | Removal and Disposal of Structures and Obstructions |
| SS 901-S-107-1 | Storm Water Pollution Prevention Plan |
| SS 901-S-107-2 | Material Pits |
| SS 901-S-107-3 | Permits, Licenses and Taxes |
| SS 901-S-618-1 | Supplement to Traffic Control Plan |
| SS 901-S-701-2 | Portland Cement |
| SS 901-S-708-1 | Non-Metal Drainage Strucutres |
| SS 901-S-714-1 | Geotextile Certification |
| SS 901-S-714-2 | Miscellaneous Materials |
| SS 901-S-804-1 | Concrete Bridges and Structures |
| 907-262-1 | Water Mains and Appurtenances |
| 907-417-1 | Polymer Cement Surface System |
| 907-616-2 | Colored and Imprinted Concrete Median and Island Pavement |
| 907-637-3 | Traffic Signal Conduit and Pull Boxes |
| Form SAA-1 | Non-Collusion Affidavit |
| EEV Certification (Rev. 06-12) | Mississippi Employment Protection Act Compliance |
| Section 902 | Proposal |
| Section 903 (Rev. 03-11-2010) | Contract |
| Section 904 (Rev. 03-11-2010) | Contract Bond |

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF HATTIESBURG

SECTION 900

NOTICE TO CONTRACTORS:

Sealed bids will be received by the City of Hattiesburg, Mississippi at the Hattiesburg City Hall, until 10:00 am on the ##th day of DATE, 2023 and shortly thereafter publicly opened for the construction of Midtown Streetscape Project being known as Project No. DECD-0018(36)BO in the City of Hattiesburg, Mississippi.

PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

PARTICIPATING ITEMS:

| ITEM | QUANTITY | UNIT |
|---|---|---|
| Clearing and Grubbing | 1 | LS |
| Removal of Curb, All Types | 775 | LF |
| Removal of Inlets, Headwalls & Junction Boxs, All Types & Sizes | 6 | EA |
| Removal of Sign, Ground Mounted with Post | 9 | EA |
| Removal of Trees | 30 | EA |
| Removal of Pavement, All Types & Depths | 2900 | SY |
| Removal of Concrete Sidewalk | 190 | SY |
| Removal of Concrete Driveways, All Depths | 120 | SY |
| Removal of Pipe, 8" And Above | 625 | LF |
| Unclassified Excavation, FM, AH | 75 | CY |
| Borrow Excavation, AH, FME, Class B7-6 | 600 | CY |
| Borrow Excavation, AH, FME, Class B7-7 | 400 | CY |
| Excess Excavation, FM, AH | 825 | CY |
| Geotextile Fabric Stabilization, Type V, Non-Woven | 4800 | SY |
| Topsoil for Slope Treatment, From ROW | 3500 | SY |
| Topsoil for Slope Treatment, Contractor Furnished | 160 | CY |
| Watering | 225 | KGAL |
| Solid Sodding, St. Augustine | 100 | SY |

| | | |
|---|---|---|
| Solid Sodding, Centipede | 1250 | SY |
| Temporary Silt Fence | 2900 | LF |
| Sandbags | 75 | EA |
| Topsoil for Plant Holes, Contractor Furnished | 20 | CY |
| Standard Ground preparation | 1300 | SY |
| Shrub Planting, 'Autumn Coral' Encore Azalea | 8 | EA |
| Shrub Planting, 'Autumn Lily' Encore Azalea | 9 | EA |
| Shrub Planting, 'Blue Cascade' Distylium | 33 | EA |
| Shrub Planting, Drift Rose 'Coral' | 12 | EA |
| Shrub Planting, 'New Gold' Lantana | 30 | EA |
| Shrub Planting, 'October Magic' Shi Shi Camellia | 10 | EA |
| Shrub Planting, Sasanqua Camellia | 2 | EA |
| Shrub Planting, 'Wheeler's Dwarf' Pittosporum | 4 | EA |
| Shrub Planting, Drift Rose 'White' | 7 | EA |
| Tree Planting, Coral Bark Japanese Maple | 1 | EA |
| Tree Planting, Cherrybark Oak | 16 | EA |
| Tree Planting, Swamp Chestnut Oak | 18 | EA |
| Tree Planting, Willow Oak | 2 | EA |
| Tree Planting, Nellie R. Stevens Holly | 12 | EA |
| Tree Planting, Sweetbay Magnolia | 4 | EA |
| Tree Planting, Trident Maple | 2 | EA |
| Bed Preparation | 1300 | SF |
| Groundcover Planting, Purple Heart | 117 | EA |
| Groundcover Planting, Blue Rug Juniper | 100 | EA |
| Groundcover Planting, Mondo Grass | 287 | EA |
| Fertilizer for Woody Plant Material, Tablet, 10 gram | 1 | K |
| Fertilizer for Woody Plant Material, Tablet, 21 gram | 1 | K |
| Tree Bark Mulch, Type III | 12 | CY |
| Tree Bark Mulch, Type V | 12 | CY |
| Pine Straw | 12 | BALE |
| Utility Work - Water, 6" Insertion Valve | 3 | EA |
| Utility Work - Water, 6" Ductile Iron Water Main | 80 | LF |
| Ductile Iron Fittings | 1000 | LBS |
| Size 610 Crushed Stone Base, AEA | 800 | CY |
| Portland Cement | 50 | TON |
| Soil-Cement-Water Mixing (Optional Mixers) | 4800 | SY |
| Hot Mix Asphalt, MT, 12.5-mm Mixture | 450 | TON |
| Hot Mix Asphalt, MT, 19-mm Mixture | 670 | TON |
| Hot Mix Asphalt, MT, 9.5-mm Mixture | 480 | TON |
| Cold Milling of Bituminous Pavement, All Depth | 1650 | SY |
| Asphalt for Tack Coat, EA-1 | 725 | GAL |
| Class "B" Structural Concrete, Minor Structures | 60 | CY |
| Reinforcing  Steel | 6500 | LBS |

| | | |
|---|---|---|
| 15" Corrugated Polyethylene Pipe | 1220 | LF |
| 18" Corrugated Polyethylene Pipe | 115 | LF |
| Castings | 1400 | LBS |
| Mobilization | 1 | LS |
| Concrete Sidewalk | 915 | SY |
| Concrete Driveway, With Reinforcement | 145 | SY |
| Combination Concrete Curb and Gutter Type "3B" Modified | 2700 | LF |
| Adjustment of Manholes | 5 | UNIT |
| Adjustment of Water Valves | 10 | UNIT |
| Maintenance of Traffic | 1 | LS |
| Additional Construction Signs | 10 | SF |
| Barricades, Type III, Double Faced | 1 | LF |
| Barricades, Type III, Single Faced | 1 | LF |
| Barricades, Type III, Single Faced, Permanent, Red/White | 1 | LF |
| Warning Lights, Type "B" | 1 | EA |
| Double Faced Sign on Flexible Delineator, Per Plans | 2 | EA |
| Polymer Cement Surface System | 160 | SY |
| 6" Wide Thermoplastic Traffic Stripe (Continuous Yellow) | 2450 | LF |
| Thermoplastic Detail Stripe (White) | 850 | LF |
| Thermoplastic Legend (White) | 550 | SF |
| Thermoplastic Legend (White) | 60 | LF |
| Red-Clear Reflective High Performance Raised Markers | 5 | EA |
| Two-Way Yellow Reflective High Performance Raised Markers | 110 | EA |
| Reflectorized Traffic Regulatory Sign (Encapsulated Lens) | 10 | EA |
| Decorative Sign Post, Per Plans | 10 | EA |
| Traffic Signal Conduit, Underground, Type 4, 2" | 70 | LF |
| Traffic Signal Conduit, Underground, Type 4, 8" PVC SCHD 40 | 200 | LF |
| Underground Branch Circuit AWG 8, 5 Conductor | 780 | LF |
| Secondary Power Controller | 1 | EA |
| Lighting Assembly, Low Mast, LED, Type 35-1-6-120 | 6 | EA |
| Pole Foundation,Per Plans | 18 | CY |

Non-PARTICIPATING ITEMS:

| | | |
|---|---|---|
| Clearing and Grubbing | 1 | LS |
| Removal of Pavement, All Types & Depths | 7500 | SY |
| Removal of Concrete Ditch Pavement | 40 | SY |
| Removal of Curb, All Types | 1425 | LF |
| Removal of Concrete Sidewalk | 550 | SY |

| | | |
|---|---|---|
| Removal of Concrete Driveways, All Depths | 1325 | SY |
| Removal of Inlets, Headwalls & Junction Boxs, All Types & Sizes | 22 | EA |
| Removal of Pipe, 8" And Above | 3120 | LF |
| Removal of Sign, Ground Mounted with Post | 8 | EA |
| Removal of RipRap | 90 | SY |
| Removal of Light | 4 | EA |
| Removal of Trees | 35 | EA |
| Removal of Brick Driveway | 195 | SY |
| Unclassified Excavation, FM, AH | 300 | CY |
| Borrow Excavation, AH, FME, Class B7-6 | 1200 | CY |
| Borrow Excavation, AH, FME, Class B9 | 6000 | CY |
| Excess Excavation, FM, AH | 500 | CY |
| Geotextile Stabilization, Type V, Non-Woven | 11000 | SY |
| Topsoil for Slope Treatment, From ROW | 8800 | SY |
| Topsoil for Slope Treatment, Contractor Furnished | 685 | CY |
| Solid Sodding, Centipede | 6500 | SY |
| Watering | 100 | KGAL |
| Temporary Silt Fence | 5000 | LF |
| Inlet Siltation Guard | 10 | EA |
| Wattles, 20" | 435 | LF |
| Sandbags | 100 | EA |
| Topsoil for Plant Holes, Contractor Furnished | 75 | CY |
| Standard Ground Preparation | 9500 | SY |
| Shrub Planting, 'Autumn Coral' Encore Azalea | 10 | EA |
| Shrub Planting, 'Autumn Lily' Encore Azalea | 13 | EA |
| Shrub Planting, 'Blue Cascade' Distylium | 122 | EA |
| Shrub Planting, Drift Rose 'Coral' | 234 | EA |
| Shrub Planting, Dwarf Palmetto | 1 | EA |
| Shrub Planting, 'New Gold' Lantana | 260 | EA |
| Shrub Planting, 'October Magic' Shi Shi Camellia | 12 | EA |
| Shrub Planting, Pink Muhly Grass | 12 | EA |
| Shrub Planting, Sasanqua Camellia | 2 | EA |
| Shrub Planting, Sunshine Chinese Privet | 4 | EA |
| Shrub Planting, Sweet Olive | 2 | EA |
| Shrub Planting, 'Wheeler's Dwarf' Pittosporum | 6 | EA |
| Shrub Planting, Drift Rose 'White' | 6 | EA |
| Tree Planting, Nuttall Oak | 17 | EA |
| Tree Planting, Overcup Oak | 10 | EA |
| Tree Planting, Shumard Oak | 20 | EA |
| Tree Planting, Willow Oak | 10 | EA |
| Tree Planting, Pond Cypress | 1 | EA |
| Tree Planting, Natchez Crape Myrtle Multi-Trunk | 1 | EA |

| | | |
|---|---|---|
| Tree Planting, Nellie R. Stevens Holly | 8 | EA |
| Tree Planting, Sweetbay Magnolia | 13 | EA |
| Tree Planting, Trident Maple | 9 | EA |
| Bed Preparation | 9000 | SF |
| Groundcover, Aztec Grass | 212 | EA |
| Groundcover, Planting, Purple Heart | 212 | EA |
| Groundcover, Planting, Blue Rug Juniper | 906 | EA |
| Groundcover, Planting, Mondo Grass | 517 | EA |
| Fertilizer for Woody Plant Material, Tablet, 10 gram | 1 | K |
| Fertilizer for Woody Plant Material, Tablet, 21 gram | 3 | K |
| Tree Bark Mulch, Type III | 60 | CY |
| Tree Bark Mulch, Type V | 75 | CY |
| Pine Straw | 5 | BALE |
| Solid Sodding, St. Augustine | 120 | SY |
| Solid Sodding, Centipede | 5000 | SY |
| Utility Work - Water, 6" Insertion Valve | 5 | EA |
| Utility Work - Water, 6" Ductile Iron Water Main | 500 | LF |
| Ductile Iron Fittings | 7500 | LBS |
| Fire Hydrant Assembly | 1 | EA |
| Size 610 Crushed Stone Base, AEA | 1900 | CY |
| Cement | 125 | TON |
| Soil-Cement-Water Mixing, Optional Mixers, Base | 11000 | SY |
| 12.5-mm, ST, Asphalt Pavement | 1200 | TON |
| 19-mm, ST, Asphalt Pavement | 1800 | TON |
| 9.5-mm, ST, Asphalt Pavement | 900 | TON |
| Fine Milling of Bituminous Pavement, All Depths | 1100 | SY |
| Asphalt for Tack Coat | 800 | GAL |
| Class "C" Structural Concrete | 20 | CY |
| Class "B" Structural Concrete | 56 | CY |
| Class "B" Structural Concrete, Minor Structures | 160 | CY |
| Reinforcing  Steel | 22000 | LBS |
| 30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets | 208 | LF |
| 36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets | 110 | LF |
| 48" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets | 430 | LF |
| 15" Corrugated Polyethylene Pipe | 465 | LF |
| 18" Corrugated Polyethylene Pipe | 330 | LF |
| 24" Corrugated Polyethylene Pipe | 565 | LF |
| 30" Corrugated Polyethylene Pipe | 435 | LF |
| 48" Corrugated Polyethylene Pipe | 985 | LF |
| Castings | 2400 | LBS |
| Gratings | 950 | LBS |
| Stairs, Per Plans | 1 | EA |
| Brick Steps, Per Plans | 1 | EA |

| | | |
|---|---|---|
| 4' Decorative Iron Fence, Per Plans | 435 | LF |
| Handrail, Per Plans | 75 | LF |
| Concrete Sidewalk, Without Reinforcement | 3900 | SY |
| Combination Concrete Curb and Gutter Type "3B" Modified | 5770 | LF |
| Adjustment of Manholes | 15 | EA |
| Adjustment of Water Valves | 15 | EA |
| Concrete Driveway, With Reinforcement, 6-inch Thickness | 550 | SY |
| Concrete Driveway, With Reinforcement, 6-inch Thickness, With Colored and Stamped Brick Boarder | 150 | SY |
| Concrete Driveway, With Reinforcement, 6-inch Thickness, Exposed Aggregate | 45 | SY |
| Brick Paver Driveway | 125 | SY |
| Colored & Imprinted Median and Island Pavement, 10-inch | 800 | SF |
| Maintenance of Traffic | 1 | LS |
| Mobilization | 1 | LS |
| Roadway Construction Stakes | 1 | LS |
| Additional Construction Signs | 10 | SF |
| Barricades, Type III, Double Faced | 1 | LF |
| Barricades, Type III, Single Faced | 1 | LF |
| Warning Lights, Type "B" | 1 | EA |
| Polymer Cement Surface System | 475 | SY |
| Legend, Blue- ADA | 13 | SF |
| Legend, Blue- ADA | 195 | LF |
| 6" Thermoplastic Traffic Stripe, Skip Yellow | 225 | LF |
| 6" Thermoplastic Traffic Stripe, Continuous Yellow | 2650 | LF |
| Thermoplastic Detail Stripe, White | 1100 | LF |
| Thermoplastic Detail Stripe, Yellow | 175 | LF |
| Thermoplastic Legend, White | 230 | SF |
| Thermoplastic Legend, White | 1900 | LF |
| Red-Clear Reflective High Performance Raised Markers | 20 | EA |
| Two-Way Yellow Reflective High Performance Raised Markers | 170 | EA |
| Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness | 67 | SF |
| Decorative Sign Post, Per Plans | 12 | EA |
| Traffic Signal Conduit, Underground, Type 4, 2" | 65 | LF |
| Underground Branch Circuit AWG 8, 5 Conductor | 4720 | LF |
| Underground Pull Box | 2 | EA |
| Secondary Power Controller | 1 | EA |
| Lighting Assembly, Low Mast, LED, Type 35-1-6-120 | 28 | EA |
| Pole Foundation,Per Plans | 85 | CY |

NOTICE TO CONTRACTORS:

CONTRACT TIME: 200 Working Days

BASIS OF AWARD

The award, if made, will be made to the lowest qualified bidder on the basis of published quantities.

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color,or national origin in consideration for an award.

PLANS AND SPECIFICATIONS are on file in the Office of the City Clerk of the City of Hattiesburg, the Consulting Engineer's office and the Office of the State Aid Engineer, 412 E. Woodrow Wilson Avenue, Jackson, Mississippi. This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

PLANS AND PROPOSALS can be downloaded from Plan House Printing at www.hattiesburgmsbids.com. Electronic bids can be submitted at www.hattiesburgmsbids.com. For questions relating to the electronic bidding process, please call Plan House Printing at 601-336-6378.

All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi, made **payable to the City of Hattiesburg and the State of Mississippi**.

Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.

Toby Barker, Mayor

City of Hattiesburg

# SPECIAL NOTICE TO BIDDERS

## CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract, and shall be make a condition of each subcontract entered into pursuant to this contract, that the contractor and any subcontractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under the following Federal regulations:

1. (a) Occupational Safety and Health Standards, Department of Labor, Occupational Safety and Health Administration, Federal Register or October 18, 1972, pages 22102 to 22356.

   (b) General Industry Guide for Applying Safety and Health Standards, OSHA Publication No. 2072, U. S. Department of Labor, Occupational Safety and Health Administration.

2. Safety and Health Regulations for Construction, Department of Labor, Occupational Safety and Health Administration, Federal Register of December 16, 1972, pages 27503 to 27600.

3. Safety and Health Standards for Maritime Employment, Department of Labor, Occupational Safety and Health Administration, Federal Register of October 19, 1972, pages 22458 to 22564.

**OFFICE OF STATE AID ROAD CONSTRUCTION**
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 1

DATE: July 1, 2005

SUBJECT: BIDDING REQUIREMENTS AND CONDITIONS

REFERENCE: Section S-102.02 of 2004 Edition of the Standard Specifications for Road and Bridge Construction

NOTICE TO BIDDERS
(ALL PROJECTS)

The current (2004) Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction adopted by this Office on July 1, 2005, and approved by the Federal Highway Administration on July 1, 2005 is made a part hereof fully and completely as if it were attached hereto, except where superseded by special provisions, or amended by revisions of the Specifications contained herein. Copies of the specification book may be purchased from the Office of State Aid Road Construction.

A reference in any contract document to controlling requirements in another portion of the contract documents shall be understood to apply equally to any revision or amendment thereof included in the contract.

In the event the plans or proposal inadvertently contain references to the 1982 or 1989 Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, it is to be understood that such references shall mean the comparable provisions of the 2004 Edition of the Standard Specifications.

NOTICE TO BIDDERS
(FEDERAL AID PROJECTS)

The Contractor and sub-contractors shall submit one copy each of FORMS CAD-880, "Weekly Summary of Wage Rates" and CAD-881, "Weekly Statement of Compliance" each week to the State Aid Engineer and to the County Engineer. The Contractor and sub-contractors may at their discretion, submit two (2) copies of each form to the County Engineer, who in turn, shall forward one copy to State Aid. The forms may be obtained from:

Office Supervisor
Office of State Aid Road Construction
P.O. Box 1850
Jackson, Mississippi 39215-1850

**OFFICE OF STATE AID ROAD CONSTRUCTION**
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 2

DATE: July 1, 2004

SUBJECT: HIGH VOLTAGE OVERHEAD LINES

NOTICE OF WORK TO BE PERFORMED
IN PROXIMITY OF HIGH VOLTAGE POWER LINES

In accordance with Section 45-15-1, et seq., Mississippi Code of 1972 (as amended effective July 1, 1988), _____ (herein after referred to as "Applicant") (Supervisor in Charge: _____), whose address is _____, and whose telephone number is _____, hereby gives notice to the electric utility (hereinafter referred to as "Utility") that Applicant will be performing functions or activities at the location of _____ and that the estimated starting date of this work is _____. This work could reasonably be expected to cause persons, equipment or parts of tools or materials to be brought within ten (10) feet of Utility's high voltage lines at the proposed work area. Applicant hereby requests the Utility to confer with Applicant or his representative at the work site to ascertain the type of work activity that will take place and if further safety measures need to be taken by either the Applicant or the Utility. The Utility will give the Applicant a written cost estimate for safety arrangements to deter contact with on-site power lines. Applicant agrees not to perform such functions or activities until mutually satisfactory arrangements as provided by Section 45-15-9 have been made to deter contact with Utility's line.

Nothing contained in this Notice shall diminish or affect the obligation imposed upon the Utility under Section 45-15-1, et seq., or under existing laws or be construed as a waiver of the Applicant's or the Utility's rights under the law.

NOTICE GIVEN THIS, the _____ day of _____, _____.

_____
APPLICANT

BY: _____

_____
(Title)

Notice received by the Utility this the _____ day of _____, _____

**OFFICE OF STATE AID ROAD CONSTRUCTION**
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 3

DATE: July 17, 2023

SUBJECT: SPECIALTY ITEMS

PROJECT: Midtown Streetscape, DECD-0018(36)BO COUNTY: Forrest

Pursuant to the provisions of Section S-108 of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, 2004 Edition, the following work items are hereby designated as "Specialty Items" for this contract.

| Pay Item No. | Description |
|---|---|
| 230-A | Shrub Planting, 'Autumn Coral' Encore Azalea |
| 230-A | Shrub Planting, 'Autumn Lily' Encore Azalea |
| 230-A | Shrub Planting, 'Blue Cascade' Distylium |
| 230-A | Shrub Planting, Drift Rose 'Coral' |
| 230-A | Shrub Planting, Dwarf Palmetto |
| 230-A | Shrub Planting, Pink Muhly Grass |
| 230-A | Shrub Planting, Sunshine Chinese Privet |
| 230-A | Shrub Planting, Sweet Olive |
| 230-A | Shrub Planting, 'Wheeler's Dwarf' Pittosporum |
| 230-A | Shrub Planting, Sasanqua Camellia |
| 230-A | Shrub Planting, 'New Gold' Lantana |
| 230-A | Shrub Planting, 'October Magic' Shi Shi Camellia |
| 230-A | Shrub Planting, Sasanqua Camellia |
| 230-A | Shrub Planting, 'Wheeler's Dwarf' Pittosporum |
| 230-A | Shrub Planting, Drift Rose 'White' |
| 230-B | Tree Planting, Coral Bark Japanese Maple |
| 230-B | Tree Planting, Nuttall Oak |
| 230-B | Tree Planting, Overcup Oak |
| 230-B | Tree Planting, Shumard Oak |
| 230-B | Tree Planting, Cherrybark Oak |
| 230-B | Tree Planting, Swamp Chestnut Oak |
| 230-B | Tree Planting, Willow Oak |
| 230-B | Tree Planting, Pond Cypress |
| 230-B | Tree Planting, Natchez Crape Myrtle Multi-Trunk |
| 230-B | Tree Planting, Nellie R. Stevens Holly |
| 230-B | Tree Planting, Sweetbay Magnolia |
| 230-B | Tree Planting, Trident Maple |
| 230-D | Bed Preperation |
| 230-F | Groundcover Planting, Purple Heart |
| 230-F | Groundcover Planting, Blue Rug Juniper |
| 230-F | Groundcover Planting, Mondo Grass |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 10 gram |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 21 gram |
| 233-A | Tree Bark Mulch, Type III |
| 233-A | Tree Bark Mulch, Type V |

| | |
|---|---|
| 233-C | Pine Straw |
| 907-262-A | Utility Work - Water, 6" Insertion Valve |
| 907-262-A | Utility Work - Water, 6" Ductile Iron Water Main |
| 907-262-A | Ductile Iron Fittings |
| 907-265-F | Fire Hydrant Assembly |
| 907-242-PP | Stairs, Per Plans |
| 907-242-PP | Brick Steps, Per Plans |
| 907-601-PP | 4' Decorative Iron Fence, Per Plans |
| 907-601-PP | Handrail, Per Plans |
| 614-B | Concrete Driveway, With Reinforcement, 6-inch Thickness, With Colored and Stamped Brick Boarder |
| 614-B | Concrete Driveway, With Reinforcement, 6-inch Thickness, Exposed Aggregate |
| 614-B | Brick Paver Driveway |
| 907-616-C | Colored & Imprinted Median and Island Pavement, 10-inch |
| 907-242-PP | Double Faced Sign on Flexible Delinator, Per Plans |
| 907-417-A | Polymer Cement Surface System |
| 618-A | Maintenance of Traffic |
| 907-630-PP | Decorative Sign Post, Per Plans |
| 637-C | Traffic Signal Conduit, Underground, Type 4, 2" |
| 907-637-C | Traffic Signal Conduit, Underground, Type 4, 8" PVC SCHD 40 |
| 682-A | Underground Branch Circuit AWG 8, 5 Conductor |
| 682-F | Secondary Power Controller |
| 682-D | Underground Pull Box |
| 683-PP | Lighting Assembly, Low Mast, LED, Type 35-1-6-120 |
| 684-PP | Pole Foundation,Per Plans |

(7-01-2004)

**OFFICE OF STATE AID ROAD CONSTRUCTION**
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 5

DATE: October 10, 2023

**SUBJECT: STATUS OF UTILITY ADJUSTMENT AND RIGHT-OF-WAY ACQUISITION**

I. All known utilities within the construction limits of this project are shown on the plans. The owners and addresses of these utilities are as follows:

1. City of Hattiesburg - Water and Sewer
2. AT&T
3. MS Power Company
4. Comcast
5. Spire Gas
6. C Spire

The Status of the adjustment of each of the utilities is as follows:

1.

2.

3.

4.

Subsection S-105.06 of the 2004 Edition of the Standard Specifications provides for cooperation between the Contractor and Owner of utilities. All utility agreements are available for inspection by the Contractor in the Chancery Clerk's office. Additional assistance may be obtained by contacting the following:

**MISSISSIPPI ONE-CALL CENTER**
**BEFORE YOU DIG CALL:**
**MS 1-800-227-6477 - JACKSON 362-4374**
**OUT-OF-STATE 1-800-445-1988**

II. City of Hattiesburg ~~County~~ has certified to the Office of State Aid Road Construction that it has title to all rights-of-way within the limits shown on the plans for this project.

**OFFICE OF STATE AID ROAD CONSTRUCTION**
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 7

DATE: January 10, 2020

SUBJECT: PAYMENTS TO SUBCONTRACTORS

Bidders are hereby advised that each month, the Contractor will submit to the County/LSBP Engineer form OCR-484-SA certifying payments to all subcontractors. Form OCR-484-SA can be obtained from the Office Of State Aid Road Construction, MDOT Lab Building, 412 Woodrow Wilson Avenue, Jackson, MS, or on the State Aid website (https://www.osarc.ms.gov) under Documents->Contract Documents.

OCR-484-SA
REV. 07/02

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION
## OFFICE OF STATE AID ROAD CONSTRUCTION
## JACKSON, MISSISSIPPI

# CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS

**PROJECT NUMBER :** _____ **COUNTY :** _____

**CONTRACTOR:** _____

**COUNTY/LSBP ENGINEER:** _____

**THIS IS TO CERTIFY THAT PAYMENT HAS BEEN MADE TO THE FOLLOWING SUB-CONTRACTING FIRMS FOR THE AMOUNT INDICATED FOR WORK PERFORMED OR MATERIALS/SUPPLIES PURCHASED, ON THE REFERENCED PROJECT TO SATISFY THE REQUIREMENTS HB 1562 – REGULAR SESSION 2002.**

***** THIS REPORT IS SUBJECT TO AUDIT *****

| Subcontractor | Date of Payment | Amount Paid This Period | Total Paid to Date | Amount of Retainage Withheld | Amount of Retainage Paid | Percent of Retainage Paid | % Sub-Contract Complete |
|---|---|---|---|---|---|---|---|
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_____
**SUBMITTED BY (Contractor)**

_____ **DATE:** _____
**TITLE**

_____
**REVIEWED BY (County/LSBP Engineer)**

***** INSTRUCTIONS *****

1. **CONTRACTOR MUST SUBMIT THIS REPORT EACH MONTH TO THE COUNTY ENGINEER.**
2. **IF NO PAYMENTS ARE MADE THIS PERIOD, SUBMIT A NEGATIVE OR NO CHANGE REPORT TO THE COUNTY ENGINEER.**
3. **THE COUNTY ENGINEER WILL ATTACH THE OCR-484-SA TO THE MONTHLY ESTIMATE BEFORE SUBMITTING THE ESTIMATE TO THE OFFICE OF STATE AID ROAD CONSTRUCTION.**
4. **PROGRESS ESTIMATES MAY BE WITHHELD IF CONTRACTOR FAILS TO SUBMIT OCR-484-SA.**

# OFFICE OF STATE AID ROAD CONSTRUCTION
# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NOTICE TO BIDDERS NO. 8

DATE: April 07, 2022

**SUBJECT: Errata and Modifications to the 2004 Edition of the Standard Specifications for State Aid Road and Bridge Construction**

| Page | Subsection | Change |
|---|---|---|
| 1-21 | S-103.02 | In the third line of the last paragraph, change "contracts in the same" to "contracts, financed wholly with State funds, in the same". |
| 1-42 | S-105.17 | In line (b) of the third paragraph, add "claim." at the end of the sentence. |
| 1-47 | S-106.04 | In the next to last paragraph, change "TMD-22-0100-000" to "TMD-22-01-00-000" and change "TMD-21-0100-000" to "TMD-21-01-00-000". |
| 1-84 | S-109.06.2 | In the eleventh line of the second paragraph, change "of material invoices" to "of paid material invoices". |
| 1-85 | S-109.08 | Replace 4th paragraph in it's entirety with "The established base prices for bituminous products and fuels shall be the prices for the month prior to the month of the bid date and are available on the State Aid Website." |
| 1-87 | S-109.08 | On page 1-87, insert the following after item (A6) and before the paragraph in the middle of the page:<br><br>"(A7) Asphalt for Fog Seal Mixture -- One half pay quantity in gallons." |
| 1-87 | S-109.08 | Delete the last paragraph on the page in toto. |
| 1-88 | S-109.08 | Under ADJUSTMENTS, change paragraph 5 to read as follows:<br><br>No adjustment will be made for items of work accomplished after the expiration of Contract Time except for cases involving natural or manmade disasters or other reasons not inherent to the construction industry. The contractor will submit documentation for the adjustment to the Engineer for approval/disapproval. If approved, the Engineer will prepare a supplemental agreement explaining the adjustment and submit the proper number of copies of the agreement to the Board of Supervisors for their consideration and action. If approved by the Board, all copies will be forwarded to the State Aid Engineer for concurrence. Upon concurrence, the State Aid Engineer will, if necessary, forward the agreement to any other involved parties for their action. A copy of the approved agreement will be furnished to all parties by the State Aid Engineer. |
| 2-7 | S-202.07 | In the first sentence of the first paragraph, change "S-202" To "S-202-A". In the first sentence of the second paragraph, delete "S-202-A". |

| Page | Subsection | Change |
|---|---|---|
| 3-7 | S-304.10 | Change S-304-D: from “Crushed Stone” to “Crushed Stone _____” (Size) |
| 3-30 | S-308.15 | In the third pay item, change "per square yard**" to "per square yard". In the fourth pay item, change "S-308-B-1" to "S-308-B-2". |
| 4-8 | S-401.02.4 | At the end of the third sentence, delete the “.” and add “and as a base course.” |
| 4-8 | S-401.02.4 | In the table at the end of the Subsection, for the 19 mm, change "2 ¼" to "2 ½" in the Minimum and change"3" to "3 ½" in the Maximum; for the 12.5 mm, change "2" to "2 ½" in the Maximum; for the 9.5 mm, change "1 ½" to "2" in the Maximum; and for the 4.75 mm, change "¾ " to "1 ¼" in the Maximum. |
| 4-23 | S-401.03.1.4 | In the first paragraph, change "92.0 percent" to "the specified percentage (92.0 or 93.0)". |
| 4-32 | S-403.03.3 | In the first sentence of the second paragraph, change "acceptance and pavement" to "acceptance and payment". |
| 4-45 | S-409.02.2 | Change "PG 64-22" to "PG 67-22". |
| 6-2 | S-601.06 | In the first sentence, change "S-804.03" to "S-804.03.5". |
| 6-7 | S-602.05 | Change the subsection reference for Bending from "S-805.05" to "S-805.03.2". |
| 6-9 | S-603.02 | Change the subsection reference for Joint Mortar from "707.02" to "714.11". |
| 6-15 | S-603.09 | After second sentence, add “All lift holes shall be filled and/or sealed to the satisfaction of the Engineer.” |
| 6-78 | S-620.06 | Change the first sentence of the second paragraph, from "Legend will be measured by the square foot.", to "Legend will be measured by the linear foot or square foot, as applicable." |
| 6-78 | S-620.07 | In the sixth pay item, change "S-620-E-1" to "S-620-E-2". |
| 7-17 | S-702.12 | In TABLE I, under the heading of Test, in the second line change "140°F, poises" to "275°F, $C_S$". |
| 7-20 | S-703.02.1 | In line (1) of the first paragraph, change "set-out" to "set out". |
| 7-25 | S-703.04.2 | In the fifth paragraph, delete "S-703.04.3 and". |
| 7-52 | S-708.02.1.2 | In the first sentence change "20 percent" to "25%". |
| 7-104 | S-714.13.1 | Delete the fourth paragraph. |
| 7-154 | S-721.02.3.7 | Delete Subsection S-721.02.3.7--Ground Plates in toto. |
| 8-37 | S-803.03.2.6 | In the first sentence of the second paragraph, change "S-803.03.1.5.1" to "S-803.03.2.5". |
| 8-45 | S-803.04.1 | Delete the second paragraph and replace with the following: |
| | | Test piles which require extensions or building up will not be measured for additional |

| Page | Subsection | Change |
|---|---|---|
| | | payment. Splices required for the extensions will not be measured for payment. No measurement for payment will be made for cut-off of a test pile. |
| 8-50 | S-803 | Under COMPENSATION, In the seventh pay item, change "S-803-G: Blank " to "S-803-G: Concrete Piling Cut-off, Size - per each " |
| 8-60 | S-804.02.11 | In the last sentence of the first paragraph, change "automatically" to "automatic". |
| 8-64 | S-804.02.13 | In the second line of paragraph (c), place a period after psi and delete "provided both the QC and QA test results are equal to or exceed the minimum compressive strength requirements." |
| 8-66 | S-804.02.13.1.3 | In the last sentence change, "S-804.02.13.1" to "S-804.02.12". |
| 8-67 | S-804.02.13.1.5 | Change the equation for % Reduction to: $\%\ \text{Reduction} = \frac{(f'_c - X)}{f'_c} \times 100$ |
| 8-91 | S-804.03.19.7.1 | Change "Belt finish." To "Belt or Broom finish." |
| 8-121 | S-806.04 | In the first sentence of the third paragraph, change "by the unit (one unit consists of one wing on each side and end of the abutment cap)" to "per each". |
| 8-121 | S-806.08 | Change "**S-806.08--Basis of Payment**." to "**S-806.05--Basis of Payment**." |
| 8-122 | S-806.08 | In the first pay item, change " ' Interior" to "___' Interior". |
| 8-122 | S-806.08 | On pay item S-806-H, add "or Steel Posts" |

**OFFICE OF STATE AID ROAD CONSTRUCTION**
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 10

DATE: July 1, 2005

SUBJECT: MONTHLY ESTIMATE RETAINAGE

The monthly retainage for this project shall be two and one half (2-1/2) percent (%) subject to the provisions found in Subsection **S-109.06.3--Retainage** on page 1-84 of the 2004 Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

**OFFICE OF STATE AID ROAD CONSTRUCTION**
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

**NOTICE TO BIDDERS NO. 11**

**DATE:** **November 19, 2009**

**SUBJECT:** **CERTIFICATION OF 100 % PAYMENT TO SUBCONTRACTORS**

Bidders are hereby advised that within thirty (30) days of any Subcontractor completing 100% of any subcontracted work, the Prime Contractor shall make full payment to the Subcontractor (including retainage), complete the following certification, attach it to form OCR-484-S or OCR-484-SA, as applicable, and submit it to to the County/LSBP Engineer. Retainage on the subcontract will then be released to the Prime Contractor on a subsequent estimate.

**CERTIFICATION OF 100% OF PAYMENT TO SUBCONTRACTOR**

Date: _____

Project No.: _____

County: _____

Prime Contractor: _____

Subcontractor: _____

I, _____, hereby certify
(Printed or typed name of Subcontractor)

that I have been paid 100% (including retainage) of the amount of work subcontracted on the above

mentioned project in the amount of _____ and that I was paid within thirty (30) Days of when I completed said work.

_____
(Signature of Subcontractor)

_____
(Signature of Prime Contractor)

# Falsification of this Certification is subject to prosecution.

**OFFICE OF STATE AID ROAD CONSTRUCTION**
**MISSISSIPPI DEPARTMENT OF TRANSPORTATION**

NOTICE TO BIDDERS NO. 16

DATE: November 3, 2008

**SUBJECT: Safety Apparel**

Bidders are advised that the Code of Federal Regulations CFR 23 Part 634 final rule was adopted November 24, 2006 with an effective date of November 24, 2008. This rule requires that **" All workers within the right of way of a Federal-Aid Highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel".** High-visibility safety apparel is defined in the CFR as **"personnel protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American Nation Standard for High-Visibility Safety Apparel and Headwear".** All workers on County right-of-way shall comply with the Federal Regulation. Workers are defined by the CFR as **"people on foot whose duties place them within the right-of-way of a Federal-Aid Highway, such as highway construction and maintenance forces, survey crews, utility crews, responders to incidents within the highway right-of-way, and law enforcement personnel when directing traffic, investigating crashes, and handling lane closures, obstructed roadways, and disasters within the right-of-way of a Federal-Aid Highway".**

You can access this final rule at the following link:
http://a257.g.akamaitech.net/7/257/2422/01jan20061800/edocket.access.gpo.gov/2006/pdf/E6-19910.pdf

Supplemental Specification
**901-S-102-1**
Bidding Requirements and
Conditions

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: March 11, 2010

**SUBJECT:** Bid Bond Agent

Delete the first sentence of the second paragraph of S-102.08 on page 1-19, and substitute the following:

If a bid bond is offered as guaranty, the bond must be on a form approved by the State Aid Engineer, made by a Surety, and must be acceptable to the Board and the State Aid Engineer and signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent and the bidder.

Supplemental Specification
**901-S-103-1**
Award and Execution of Contract

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: March 11, 2010

**SUBJECT:** Contract Bond Agent or Liability Insurance Agent

Delete the last sentence of the paragraph of S-103.05 on page 1-22, and substitute the following:

The bond or bonds shall be negotiated for, procured from, signed or countersigned by, and the premium paid to a Mississippi Agent or Qualified Nonresident Agent of the Surety.

Delete the last sentence of the first paragraph of S-103.06.1 on page 1-22, and substitute the following:

Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the insurance company.

Delete the last sentence of the second paragraph of S-103.06.1 on page 1-23, and substitute the following:

Each policy shall be signed or countersigned by a Mississippi Agent or Qualified Nonresident Agent of the insurance company.

Supplemental Specification
**901-S-104-1**
Removal and Disposal of Structures
and Obstructions

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 1, 2005

**SUBJECT: Changes in Character of Work and Changed Physical Conditions and Removal and Disposal of Structures and Obstructions**:

Section S-104 - SCOPE OF WORK; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-104.02.1--Changes in Character of the Work and Changed Physical Conditions:** Delete the last sentence of the first paragraph and add the following paragraphs:

Upon written notification, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment, excluding anticipated profits, will be made and the contract modified in writing accordingly. The Engineer will notify the Contractor, in writing, of the determination whether or not an adjustment of the contract is warranted.

No contract adjustment which results in a benefit to the contractor will be allowed unless the contractor has provided the required written notice.

In the second paragraph, after the words " cannot be reached," delete "the State Aid Engineer" and insert "the Board, with the approval of the State Engineer,". Then delete the words "which the State Aid Engineer has" and insert "which the Board and the State Aid Engineer have".

**901-S-104.05--Removal and Disposal of Structures and Obstructions:** After the last paragraph on page 1-27, add the following paragraph:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland.

**901-S-104.06--Rights in and Use of Materials Found on the Work:** After the first sentence of the third paragraph insert the following sentence:

The Contractor shall also furnish the Engineer a certified letter stating that the area of disposal is not in a wetland.

SP 901-S-107-1

PROJECT NO. DECD-0018(36)BO
FORREST COUNTY, MS

RE: STORM WATER POLLUTION PREVENTION PLAN

DATE: JULY 2023

As referenced by Section S-107-22, Environmental Protection, of the 2004 Edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction, the following information is being provided to supplement Section 107.22.4 for the Storm Water Pollution Prevention Plan for this project.

Contractor's Responsibility

In accordance with these specifications, the Contractor shall provide adequate erosion control measures in accordance with the Best Management Practices (BMP) established under this project for all construction activities.

At the preconstruction conference or prior to starting any work on the project, the Contractor shall review the project's SWPPP and submit any necessary revisions to address their proposed sequence of operations for construction activities in accordance with Section 107.22.5.

As a minimum, the Contractor's review shall include the following:

1. Stormwater Pollution Prevention Plan (Sheet No. ECP-1 thru Sheet No. ECP-5) for all areaswithin the rights-of-way from the Beginning of the Project (BOP) to the End of the Project (EOP) showing the location of all temporary erosion control devices. Erosion control devices should be identified by exact type, configuration and placement of each item to prevent erosion and siltation. Any proposed revisions made should indicate:
    - The Contractor's proposed sequence of operations including, but not limited to, clearing and grubbing, excavation, drainage, and structures.
    - A detailed description, including locations, and best management practices (BMP) that will be used to prevent siltation and erosion from occurring during the Contractor's proposed sequence of operations.
2. A copy of the certification for the Contractor's Certified Erosion Control Person whose primary duty shall be monitoring and maintaining the effectiveness of the erosion control plan, BMPs, and compliance with the NPDES permit requirements.
3. A plan for the disposal of waste materials on the project right-of-way which shall include but not be limited to the following:
    - Containment and disposal of materials resulting from the cleaning (washing out) of concrete trucks that are delivering concrete to the project site.
    - Containment and disposal of fuel/petroleum materials at staging areas on the project.

Upon the Contractor's review of the SWPPP (and Engineer's approval of any revisions thereof), the Contractor shall acknowledge the requirements for such MDEQ permit requirements and their responsibilities thereunder.

The erosion and siltation control plan shall be maintained by the Contractor on the project site at all times, updated as work progresses to show changes due to revisions in the sequences of construction operations, replacement of inadequate BMPs, and the maintenance of BMPs. Work shall not be started until an erosion control plan has been concurred with by the Engineer. The Engineer will have the authority to suspend all work and/or withhold payments for failure of the Contractor to carry out provisions of MDEQ's Storm Water Construction General Permit, the erosion control plan, updates to the erosion control plan, and/or proper maintenance of the BMPs.

## SITE INFORMATION

The construction at this site will disturb 3.13 Acres. This site has a medium erosion hazarddue to soil type and slopes. The project consists of construction of approximately 0.303 miles of Roadway. Drainage from the site is directed along roadway ditches and drains into waters of the Leaf River. The receiving waters from this site are not impaired.

## SEDIMENT AND EROSION CONTROL REQUIREMENTS

VEGETATIVE CONTROLS: Temporary and/or permanent soil stabilization – vegetative erosion control measures must be initiated immediately following any clearing, grubbing, excavating, grading or other land disturbing activities which has temporarily or permanently ceased on any portion of the site and will not resume for a period of fourteen (14) calendar days or more. For the purpose of activities under the MDEQ Large Construction Notice of Intent permit, "immediately" is interpreted to mean no later than the next work day.

STRUCTURAL CONTROLS: Temporary silt fence, wattles, filter fabric, and riprap will be placed as shown on the plans. The drawings and details pertaining to these structural controls are shown in the plans. Refer to the Field Manual for Erosion and Sediment Control on Construction Sites in Mississippi produced by MDEQ for best management practices and correct installation and maintenance procedures for the above-mentioned controls.

HOUSEKEEPING PRACTICES: The contractor is reminded of his responsibilities as outlined in Section 107 of the Specifications which include equipment maintenance and repair, concrete chute wash off, trash/debris, storage of chemicals and other toxic materials, and sanitary facilities. Storm water pollution prevention best management practice techniques are to be applied throughout the construction of this project, the cost of which is to be included in regular bid items.

POST CONSTRUCTION CONTROL MEASURES: Upon completion of construction, vegetative growth along the roadway foreslopes will provide a buffer zone for loose material originating from the roadway. Ditch diversions reduce flow and velocity along the project. Vegetative growth on the backslopes provide a buffer zone for loose material originating beyond the backslope. Flatter grades and ditch treatments minimize erosion. Loose riprap applied around culvert ends minimizes erosion potential and maintains structural integrity.

## IMPLEMENTATION SEQUENCE

Temporary silt fence will be installed along the project and/or drainage outlets before construction operations begin. All remaining quantities of silt fence will be installed in accordance with the construction site plan (Sheet No.ECP-1 thru Sheet No.ECP-5) or as directed by the Engineer directly after clearing and grubbing of the site is completed. Inlets will be protected after construction. Permanent erosion control measures should be placed as construction progresses and no later than 7 days after substantial completion of grade anddrain operations.

## MAINTENANCE PLAN

The Contractor and Engineer will inspect all disturbed areas, erosion and sediment controls after each significant rainfall but not less than once per week and record the results of this inspection on the "Monthly Inspection Report and Certification Form for Erosion and Sediment Controls" included with this permit. The monthly inspection reports and this SWPPP will be available for inspection during construction, and submitted to State Aid as required. The Contractor shall make needed repairs to installed erosion control items weekly and after each significant rainfall as necessary. This includes, but is not limited to, removing sediment, repairing, reinstalling, or replacing silt fence, wattles, or other temporary erosion control measures, repairing washes, ditches, or other permanent erosion control devices.

# STORM WATER POLLUTION

# PREVENTION PLAN

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## MIDTOWN STREETSCAPE PROJECT
### STATE AID PROJECT NO. DECD-0018(36)BO

**CITY OF HATTIESBURG**

**FORREST COUNTY, MISSISSIPPI**

JULY, 2023

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## I. General Description of Project

The purpose of the project is to construct Roadway Improvements along Arlington Loop, 31st Avenue, 30th Avenue, Lorraine Street, and Chevy Chase Street in Hattiesburg, Mississippi. The project will consist of asphalt pavement, curb and gutter, drainage improvements, lighting, landscaping, and sidewalks. The proposed project site encompasses approximately 3.13 acres located within Forrest County, Mississippi.

## II. Site Information

The site is located in Section 7 Township 4 North, Range 13 West, Forrest County, Mississippi. A site location map is enclosed in Appendix A. According to the USDA-Soil Conservation Service and Forest Service soil survey report, the soil in the project area is primarily comprised of Prentiss-Urban Land Complex, 2% to 5% slopes, and Falkner-Susquehanna-Urban Land Complex, 2% to 5% slopes.

## III. Erosion and Sediment Controls

Soil stabilization-vegetative stabilization measures must be initiated no later than the next available work day if the area will not be disturbed within fourteen (14) days or more. The appropriate temporary or permanent vegetative practices shall be implemented no later than the next available work day.

1. Provide and maintain a fifty (50) foot undisturbed buffer around the waters of the U.S. or provide and maintain an undisturbed natural buffer that is less than fifty (50) feet that is supplemented by additional erosion and sediment controls which in combination achieves the sediment load reduction equivalent to a fifty (50) foot undisturbed natural buffer. Storm water is to be directed to vegetated areas that maximize storm water infiltration to reduce pollutant discharges. For this project, a fifty (50) buffer could not be maintained and will utilize erosion control and sediment controls such as silt fence and/or wattles. A double row of silt fence will be utilized for areas that have an increased chance of runoff.
2. Topsoil should be stockpiled and used in areas that will be re-vegetated. When final grade is reached it should be disturbed to a minimum depth of 2 inches on 3:1 slopes and 4 inches on flatter slopes.

3. Heavy equipment used in areas to be re-vegetated shall be avoided. If compaction cannot be avoided, the top 4 inches of the soil bed should be tilled before re-vegetation. Any necessary fertilizer or other soil amendments should be added during the tilling process.

The Mississippi "Handbook for Erosion, Sediment Control and Stormwater Management on Construction Sites and Urban Areas" (Mississippi Department of Environmental Quality, 2011) in addition to the Field Manual for Erosion and Sediment Control on Construction Site in Mississippi (second edition – 2005) will be used as the guideline for the Stormwater Pollution Prevention Plan for the proposed construction. Each Construction Contractor and Subcontractor will be required to use the applicable sections of the manual for erosion and sedimentation control.

Silt fences will be erected and maintained on all drainage leaving the work area until completion of construction activities and permanent grass cover is established. Areas where construction activity temporarily ceases for more than 14 days, the appropriate temporary or permanent vegetative practices shall be initiated no later than the next working day. Wattles will be used in conjunction with silt fences to help control the flow of water within and across the work area. All wattles will be removed after permanent grass cover is established. Sand bags and/or gravel will be used for inlet protection and will be removed once inlet areas are paved or permanently grassed. Stockpiled soils shall be protected by plastic sheeting held in place by sandbags or a collection trench protected with silt fence or wattles. A waste pit shall be established to contain waste from concrete truck wash-out. The debris from this pit shall be removed and at the completion of the project.

All control measures and housekeeping practices shall be in full compliance with Mississippi's "Planning and Design Manual for the Control of Erosion, Sediment and Stormwater" and "Field Manual for Erosion and Sediment Control on Construction Site in Mississippi." (See attached general installation/placement of control measures.)

The maximum total acreage that can be disturbed, at one time, on the project is TEN (10) acres. The Contractor shall be required to "stabilize" disturbed areas prior to opening additional sections of the project. "Stabilized" shall be when the disturbed

area has been grassed either temporary or permanent, and mulched according to the specifications. Disturbed areas include roadbeds, slopes, and other remaining areas within the project limits.

All erosion control measures shall be monitored closely during the life of the project. The erosion control plan is a living document and shall be modified and updated as field conditions warrant.

No sediment basins are required for this project.

1. Steep Slopes that cannot be avoided must have, at a minimum, silt fence or equivalent sediment controls for all down slope boundaries.
2. Construction entrances/exits shall be installed wherever traffic will be leaving a construction site and moving directly onto a paved public road.
3. Storm Drain Inlets that could receive storm water from construction activities shall be protected by surrounding or covering with a filter material until final stabilization has been achieved.

1. Perimeter silt fencing shall be maintained throughout the life of the project.
2. Construction activities shall be scheduled or sequenced so as to concentrate work in certain areas to minimize the amount of soil that is exposed at one time.

3. Silt fencing shall remain installed until such time as the engineer deems that the permanent grass establishment is sufficient.
4. Although the owner will retain other undeveloped land, no construction activity will take place outside of the shown project limits.

**Implementation of Controls:**

1. Install erosion controls as shown on the plan details and temporarily adjust and replace them for utility installations. When the height of the accumulated sediment reaches 1/3 of the height of the control, sediment shall be removed. Non-functional controls shall be replaced within 24 hours of discovery. When a disturbed area is to be left 14 days or more, the appropriate temporary or permanent vegetative practices shall be initiated no later than the next working day.
2. The owner, in disturbing an area, shall implement controls as needed to prevent erosion and adverse impacts to waters of the State.
3. Comply with applicable State and local waste and sanitary sewer disposal regulations.

**Housekeeping Practices:**

1. The permit holder shall design, install, implement and maintain practices appropriate to prevent pollutants from entering storm water from construction sites because of poor housekeeping. These practices are listed in the SWPPP and located on the site map.
2. Chemicals, solvents, paints, fuels and other potential pollutants shall be kept under cover in a location that is not affected by storm water runoff. Equipment and containers are not to be washed in an area that will allow runoff to directly enter a stream or storm drain inlet.
3. <u>Equipment Maintenance and Repair:</u>
   There shall be no major maintenance and/or repairs performed within the project area. Minor maintenance and repairs shall be permitted only after appropriate erosion control measures are in place.
4. <u>Concrete Chute Wash Off:</u>
   There will be an established collection pit for concrete chute wash off. Debris from this pit shall be collected and emptied off site.

5. Waste Receptacles and Waste Collection:
   Each construction crew will be responsible for providing waste receptacles for their use. The receptacles shall be emptied off site at an appropriate interval.
6. Sanitary Facilities:
   Each construction crew shall be responsible for providing and maintaining adequate sanitary facilities for their own use. Please note that the sanitary facilities are not permitted to discharge into State Waters. Portable facilities shall not be placed near storm water inlets. Portable facilities in which the sanitary waste is collected, shall be disposed of at an appropriate treatment facility.

## IV. Maintenance During Construction

Construction will not begin until adequate erosion control measures are in place. A construction sequence shall be as follows.

### Construction Sequence

1. Obtain plan approval and other applicable permits.
2. Hold preconstruction conference at least one week prior to starting construction. Weekly review of erosion, sediment, and stormwater control plan will be conducted.
3. Flag the work limits.
4. Install sediment controls as the first construction activity. Sediment controls are to be installed at locations indicated on the Contractor's Erosion Control Plan. Install construction entrances at each entry point.
5. All erosion and sediment control practices will be inspected weekly and after a rain that produces a discharge. Necessary repairs will be made immediately. Controls will be monitored and maintained throughout the project duration
6. Clear and grub the project site.
7. Complete site work, grading/drainage installation, building construction, and pavement installation.
8. Complete final grading of grounds and permanently vegetate, landscape, and mulch.

9. After site is stabilized, remove all temporary erosion control measures and install permanent vegetation on any disturbed areas.
10. Estimated time before final stabilization from commencement of project ~ 12 months.

The maintenance plan shall be as follows

## Maintenance Plan

**Short Term**

1. All erosion and sediment controls will be checked for stability and operation following every runoff-producing rainfall but in no case less than once every week. Any needed repairs will be made immediately to maintain all practices as designed.
2. Sediment will be removed from behind the sediment barriers when one-third to one-half of the height of the barrier is reached. Sediment barriers will be replaced as necessary to maintain all sediments within the project site.
3. All seeded areas will be fertilized, reseeded as necessary, and mulched according to specifications in the vegetative plan to maintain a vigorous, dense vegetative cover.
4. As needed, new or additional workers will be utilized in the implementation of the operation and maintenance of plan features.

**Long Term**

1. All vegetated areas will be maintained in adequate condition to provide proper ground cover, thereby reducing erosion potential.
2. Areas where vegetation is lost will be fertilized, seeded, and maintained as necessary to restore ground cover.

**Maintenance and Weekly Inspections:**

1. Inspection of all erosion controls shall be performed weekly and after a rain that produces a discharge. Record of such inspections shall be made and documented on the attached form. Inspections must continue until construction is completed or land disturbing activities have ceased and ground cover is established.
2. Maintenance and additional controls may be installed as directed by the Engineer or Owner, based on construction activities and practices.

These measures will generally consist of the items stated in Section III of this report. The measures shall remain in place during construction. Any disturbed or damaged control measures shall be immediately repaired or replaced.

1. Accumulation of soils at Construction Entrance will be washed or swept to sediment barriers for collection.
2. Silt fences will be inspected for depth of sediment, tears, to see if the fabric is securely attached to fence posts, and to see that the fence posts are firmly in the ground at each inspection.
3. Wattles will be inspected for displacement and stake attachment.
4. Sandbags will be inspected for placement and stability.
5. Temporary and permanent seeding/sodding will be inspected for bare spots, washouts, and healthy growth.
6. Permanent grassing of the project area shall commence as soon as practical. All grassed areas shall be maintained to an acceptable level until the construction is completed.

## V. Reporting Requirements

All inspection of erosion and sediment controls shall be kept using the forms included in Appendix B. If requested, reports shall be submitted to the Mississippi Office of Pollution Control at the following address:

Chief, Environmental Permits Division
Office of Pollution Control
Department of Environmental Quality
P.O. Box 10385
Jackson, MS 39289-0385

Otherwise, contractor shall maintain inspection records on site.

## VI. Post Construction Controls

Controls after the project has been completed will consist of permanent grass growth being established.

## VII. Floccuant Application:

Flocculants (if used) should be applied to wattle ditch checks, rock ditch checks and in ditches prior to silt basins. All flocculants are to be applied in accordance with the Mississippi Department of Environmental Quality Large Construction general permit (specifically p. 17, Act 5, Condition T-11 and p. 25, Act 8, Condition T-1) as issued January 13, 2017.

## VIII. Prepare Scaled Site Map(s):

See Attached Drawings

## XV. Non-Storm Water Discharge Management:

See Attached Drawings

## XVI. Final Stabilization:

All disturbed areas shall receive the appropriate permanent vegetative practices no later than the next working day within fourteen (14) days of no disturbance.

## Appendix

Appendix A - Site Location Map and Erosion Control Details-Found in the Plans

Appendix B - Inspection Report and Certification Form

# APPENDIX A

# SITE LOCATION MAP AND EROSION CONTROL DETAILS

# APPENDIX B
# INSPECTION REPORT AND CERTIFICATION FORMS

**Keep a Copy Available at the Permitted Facility or Locally Available**
**Submit the Inspection Reports Only if Requested by the Mississippi Department of Environmental Quality (MDEQ)**

# LARGE CONSTRUCTION GENERAL PERMIT
# SITE INSPECTION AND CERTIFICATION FORM
# COVERAGE NUMBER (MSR10 __ __ __ __)

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

## INSTRUCTIONS

**Results of construction storm water inspections required by ACT6 of this permit shall be recorded on this report form and kept with the Storm Water Pollution Prevention Plan (SWPPP) in accordance with the inspection documentation provisions of ACT9 of the this permit. Inspections shall be performed at least weekly for a minimum of four inspections per month. The coverage number must be listed at the top of all Inspection and Certification Forms.**

## COVERAGE RECIPIENT INFORMATION

**OWNER/PRIME CONTRATOR NAME:** _____

**PROJECT NAME:** _____

**PROJECT STREET ADDRESS:** _____

**PROJECT CITY:** _____ **PROJECT COUNTY:** _____

**OWNER/PRIME CONTRACTOR MAILING ADDRESS:** _____

**MAILING CITY:** _____ **STATE:** _____ **ZIP:** _____

**CONTACT PERSON:** _____ **CONTACT PHONE NUMBER:** (_____)_____

**EMAIL ADDRESS:** _____

## INSPECTION DOCUMENTATION

| DATE (mo/day/yr) | TIME (hr:min AM/PM) | ANY DEFICIENCIES? (CHECK IF YES) | INSPECTOR(S) |
|---|---|---|---|
| | | ☐ | |
| | | ☐ | |
| | | ☐ | |
| | | ☐ | |
| | | ☐ | |
| | | ☐ | |

Deficiencies Noted During any Inspection (give date(s); attach additional sheets if necessary): _____

_____

_____

Corrective Action Taken or Planned (give date(s); attach additional sheets if necessary): _____

_____

_____

Based upon this inspection, which I or personnel under my direct supervision conducted, I certify that all erosion and sediment controls have been implemented and maintained, except for those deficiencies noted above, in accordance with the Storm Water Pollution Prevention Plan (SWPPP) and sound engineering practices as required by the above referenced permit. I further certify that the LCNOI and SWPPP information is up to date.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

# Submit only upon request from MDEQ

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

# SMALL CONSTRUCTION NOTICE OF INTENT (SCNOI)

**GENERAL NPDES PERMIT MSR15 __ __ __ __ (Number to be assigned by MDEQ if submitted)**

Prior to the commencement of small construction activity (see Small Construction General Permit ACT11, T-17), the owner or operator of a small construction project must complete this form and develop a Storm Water Pollution Prevention Plan (SWPPP) as required by ACT5 of Mississippi's Small Construction General Permit. **This SCNOI and SWPPP shall be submitted to the Mississippi Department of Environmental Quality (MDEQ) only upon request from MDEQ; however, the SCNOI and SWPPP must be maintained at the permitted site or locally available in case inspector review is necessary.** Attachments with this SCNOI must include: a USGS quad map or copy showing site location (only if required to be submitted to MDEQ) and a Storm Water Pollution Prevention Plan (SWPPP). All questions must be answered – answer "NA" if the question is not applicable.

## PROJECT INFORMATION

**OWNER CONTACT PERSON:**

_____

**OWNER COMPANY NAME:**

_____

**OWNER STREET (P.O. BOX):**

_____

**OWNER CITY:**

_____

**STATE: _____ZIP: _____**

**OWNER PHONE # (INCLUDE AREA CODE):**

**OPERATOR (if different from owner) CONTACT PERSON:**

_____

**OPERATOR COMPANY:**

_____

**OPERATOR STREET (P.O. BOX):**

_____

**OPERATOR CITY:**

_____

**STATE: _____ZIP: _____**

**OPERATORPHONE # (INCLUDE AREA CODE):**

_____

**PROJECT NAME: _____**

**DESCRIPTIONOF CONSTRUCTION ACTIVITY: _____**

**ACREAGE DISTURBED (to be covered by this permit, area must be less than five (5) acres): _____**

**PHYSICAL SITE ADDRESS (If not available, indicate the nearest named road. For linear projects, indicate the beginning of the project and identify all counties the project traverses.):**

**STREET: _____**

**CITY: _____ COUNTY: _____ ZIP: _____**

**NEAREST NAMED RECEIVING STREAM: _____**

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

**Signature[1]** **Date Signed**

_____

**Printed Name** **Title**

**[1]This application shall be signed according to the Small Construction General Permit, ACT10, T-4.**

If requested, please submit this form to:

Chief, Environmental Permits Division
MDEQ, Office of Pollution Control
P.O. Box 2261
Jackson, Mississippi 39225

Supplemental Specification
**901-S-107-2**
Material Pits and Quarries

OFFICE OF STATE AID ROAD CONSTRUCTION

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 01, 2005

**SUBJECT: Material Pits**:

Section S-107- LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-107.23--Material Pits**: Delete the first and second paragraph on page 1-66 and replace with the following paragraphs:

Before a pit (quarry) is opened(area cleared or overburden disturbed), furnish to the County Engineer a letter from the Executive Director of the Department of Archives and History, P. O. Box 571, Jackson, Mississippi 39205 (telephone number 601/576-6850), stating that the pit site is satisfactory from an archaeological and historical standpoint. Additionally, the contractor will furnish the Engineer either a copy of the " Notification of Exempt Operations" or a copy of the (permanent or temporary) Class II Permit approval from the Mississippi Department of Environmental Quality, Office of Geology.

For material pits located in Clarke, Covington, Forrest, George, Greene, Hancock, Harrison, Jackson, Jones, Lamar, Pearl River, Perry, Stone and Wayne Counties, the Contractor will be required to make special considerations regarding gopher tortoises. In addition to the normal required documentation associated with material pits, the Contractor shall, for each site used to obtain or dispose of materials associated with material pits located in these Counties, provide the Engineer with a letter from a qualified biologist certifying that the site was inspected prior to any clearing of vegetation or disposal of project materials and that the site is not inhabited by gopher tortoises, or appropriate avoidance measures have been installed. No individual lacking the proper State or Federal license shall touch or otherwise harass a gopher tortoise.

All costs involved in obtaining letters of clearance shall be born by the Contractor

Supplemental Specification
**901-S-107-3**
Permits, Licenses and Taxes

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Permits, Licenses and Taxes**:

Section S-107- LEGAL RELATIONS AND RESPONSIBILITY TO PUBLIC; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-107.02–Permits, Licenses and Taxes.** Delete in toto Subsection 107.02 on page 1-50, and substitute the following:

Except as provided in S-107.09, and S-107.22, the Contractor or Subcontractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful prosecution of the work. At any time during the life of this contract, State Aid may audit the Contractor's or Subcontractor's compliance with the requirements of this section.

The Contractor or Subcontractor is advised that the " Mississippi Special Fuel Tax Law", Section 27-55-501, et seq. and the Mississippi Use Tax Law, Section 27-67-1, et seq., Mississippi Code of 1972, Annotated, and their requirements and penalties apply to any contract or subcontract for construction, reconstruction, maintenance or repairs, for contracts or subcontracts entered into with the State of Mississippi, any political subdivision of the State of Mississippi, or any Department, Agency, Institute of the State of Mississippi or any political subdivision thereof.

The Mississippi State Tax Commission will be notified of the name and address of Contractors or any Subcontractors that are awarded State Aid contracts. The Contractor or Subcontractor will be subject one or more audits during the life of this contract to make certain that all applicable fuel taxes are being paid promptly as outlined in Section 27-55-501, et seq., Mississippi Code of 1972, Annotated, and any sales and/or use taxes, as outlined in Section 27-67-1, et seq., Mississippi Code of 1972, Annotated are being paid in compliance with the law.

SPECIAL PROVISION 901-S-618-1
PROJECT NO. DECD-0018(36)BO
FORREST COUNTY

DATE July, 2023

SUBJECT: SUPPLEMENT TO TRAFFIC CONTROL PLAN

Traffic control measures to be provided under this project shall consist of six phases.

Phase I shall consist of construction of the eastern section of Arlington Loop which includes the box culvert at Gordon's Creek. This phase also consists of the construction of the improvements on Chevy Chase. The contractor shall install signs, barricades, and detours as shown in the plans and maintain such items until construction progresses to the next phase. The Hattiesburg Clinic Support Services driveway shall remain open at all times with closure only allowed for short periods for construction activities.

Phase II shall consist of construction of the drainage system in the western section of Arlington Loop. The contractor shall install signs, barricades, and detours as shown in the plans and maintain such items until construction progresses to the next phase. The Hattiesburg Clinic Support Services driveway shall remain open at all times with closure only allowed for short periods for construction activities.

Phase III shall consist of construction of 30th Avenue. The contractor shall install signs, barricades, and detours as shown in the plans and maintain such items until construction progresses to the next phase. Resident driveways shall remain open at all times with closure only allowed for short periods for construction activities.

Phase IV shall consist of construction of Lorraine Street. The contractor shall install signs, barricades, and detours as shown in the plans and maintain such items until construction progresses to the next phase.

Phase V shall consist of construction of 31st Avenue. The contractor shall install signs, barricades, and detours as shown in the plans and maintain such items until construction progresses to the next phase. Resident driveways shall remain open at all times with closure only allowed for short periods for construction activities.

Phase VI shall consist of construction of the remaining items of work on the western section of Arlington Loop. This phase also consists of construction of southern section of 31st Avenue. The contractor shall install signs, barricades, and detours as shown in the plans and maintain such items until construction completion. The Hattiesburg Clinic Parking Lot Entrance, driveway to the residents, and the Hattiesburg Clinic Support Services driveway shall remain open at all times with closure only allowed for short periods for construction activities.

Temporary traffic stripe shall be applied to the roadway prior to opening of traffic.

The intersection of 28th Avenue and Arlington Loop must remain operational at all times.

There will be no trucks, equipment, materials, supplies, etc., parked or stored within close proximity of a traveled lane in use by the public.

The specific requirement of the Contractor's responsibilities is as required by SubsectionsS-104.04, S-105.15, S-107.07, and S-107.10 of the Standard Specifications, Traffic Control Plan Sheets 50-56 of the plans; and Part VI of the MUTCD, latest edition. The requirements of this Special Provision do not alter or in any way change the requirements of

the foregoing or any other requirement of the contract except as specifically stated herein as an alteration or change.

Within three (3) weeks of a traffic related accident occurring within the Iimits of the project/ the Contractor shall provide the County Engineer with a copy of an accident report for each accident. If analysis of the accident report by appropriate personnel reveals that corrective action is required, the contractor shall proceed immediately with same.

Korey Hardin is designated as the responsible person to ensure the contractor constructs, installs and maintains the devices called for on the Traffic Control Plan,

An inspection of the traffic control signs and devices shall be performed at periods not exceeding one week, regardless of construction activity within the project. The Contractor will be required to immediately rectify any noted deficiencies.

Supplemental Specification
**901-S-701-2**
Portland Cement

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Portland Cement**

Section S-701 - HYDRAULIC CEMENT; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-701.01--Portland Cement**. Delete the third paragraph and table in Subsection 701.01 on page 7-9, and substitute the following:

When Portland cement concrete or cement for soil stabilization is exposed to moderate or severe soluble sulfates, or to seawater, cement types and replacement of cement by Class F fly ash (FA), ground granulated blast furnace slag (GGBFS), or metakaolin shall be as follows:

## Cementitious Materials for Soluble Sulfate Conditions

| Sulfate Exposure | Water-soluble sulfate ($SO_4$) in soil, % by mass | Sulfate ($SO_4$) in water, ppm | Cementitious material required |
|---|---|---|---|
| Negligible | 0.00 - 0.10 | 0.0 - 150 | - - - |
| Moderate and Seawater | 0.10 - 0.20 | 150 - 1500 | Type II*,** cement, or Type I cement with one of the following replacements of cement:<br>25% Class F, FA, or<br>50% GGBFS, or<br>10% metakaolin |
| Severe | 0.20 - 2.00 | 1500 - 10,000 | Type II* cement with one of the following replacements of cement:<br>25% Class F, FA, or<br>50% GGBFS, or<br>10% metakaolin |

* Type I cement with a maximum 8% tricalcium aluminate may be used in lieu of Type II Cement.

** Class F, FA or GGBFS may be added as a replacement for Portland cement in accordance with the proportions as listed in this table.

Class C fly ash shall not be used as a replacement for Portland cement in any of the sulfate exposure conditions listed above.

Supplemental Specification
**901-S-708-1**
Non-Metal Drainage Structures

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Non-Metal Drainage Structures**:

Section S-708 - NON-METAL STRUCTURES AND CATTLEPASSES; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-708.02.3.2--Marking:** Delete the second sentence of Subsection 708.02.3.2 on page 7-53, and substitute the following:

Machine made Pipe shall be marked in accordance with one of the following methods: 1) the pipe shall be inscribed on the outside of the pipe and stenciled on the inside of the pipe, or 2) the pipe shall be inscribed on the inside of the pipe, only. All other pipe may be stenciled.

**901-S-708.22.2--Exceptions to AASHTO:** Delete the sixth paragraph of Subsection 708.22.2 on page 7-61.

Supplemental Specification
**901-S-714-1**
Geotextile Certification

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: July 1, 2005

**SUBJECT: Geotextile Certification**:

Section S-714 - MISCELLANEOUS MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATION FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-714.13.10--Acceptance By Certification**. After the second sentence of Subsection S-714.13.10 on page 7-105 insert the following:

Additionally, at least one certified test report, as per S-700.05.2, for each manufacturer's lot shall be furnished to the Engineer by the Contractor at no additional cost to the project.

Supplemental Specification
**901-S-714-2**
Miscellaneous Materials

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 10, 2006

**SUBJECT: Miscellaneous Materials**:

Section S-714-MISCELLANEOUS MATERIALS; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

Delete Subsection 714.07 on page 7-92 and substitute the following:

**901-S-714.07--Other Cementitious Materials:**

**901-S-714.07.1--Metakaolin:**

**901-S-714.07.1.1--Metakaolin--General:** Metakaolin shall only be used to bring the cementitious materials in Portland cement concrete and cement for soil stabilization into compliance with the requirements for cementitious materials exposed to soluble sulfate conditions. The approval of each metakaolin source shall be on a case by case basis as determined by the MDOT State Materials Engineer. Source approval will be based on, but not limited to, review of the proposed source's quality control program, production history, certified test reports, certification of shipment from the supplier, and job control sampling and testing requirements.

The Contractor shall provide suitable means for storing and protecting the metakaolin against dampness and contamination Metakaolin which has become partially set, caked, or contains lumps shall not be used.

The MDOT State Materials Engineer shall be notified in writing of the nature, amount and identity of any processing, or other additions made to the metakaolin during production.

Metakaolin from different sources shall not be mixed or used alternately in any one class of construction or structure without written permission from the Engineer. In addition to these requirements, metakaolin shall meet the following specific requirements.

**901-S-714.07.1.2--Specific Requirements:** Metakaolin shall meet the requirements of AASHTO Designation: M 295 Class N with the following modifications:

1. The sum of $SiO_2$ + $Al_2O_3$ + $Fe_2O_3$ Shall be at least 85%. The Material Safety Data Sheet shall indicate the amount of crystalline silica, as measure by National Institute of Occupation Safety and Health (NIOSH) 7500 method, after removal of the mica interference, is less than 1.0%.
2. The loss on ignition shall be less than 3.0%.
3. The available alkalies, as equivalent $Na_2O$, shall not exceed 1.0%.
4. The amount of material retained on the No. 325 Mesh sieve shall not exceed 1.0%.
5. The strength activity index at seven (7) days shall be at least 85%.

Supplemental Specification
**901-S-804-1**
Concrete Bridges And Structures

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

DATE: May 5, 2006

**SUBJECT: Concrete Bridges And Structures**:

Section S-804 - CONCRETE BRIDGES AND STRUCTURES; of the MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD AND BRIDGE CONSTRUCTION 2004 EDITION is hereby amended as follows:

**901-S-804.02.1--General.** Add the following materials to the list of materials in Subsection 804.02.01 on page 8-51.

Ground Granulated Blast Furnace Slag (GGBFS) . . . . . S-714.06
Metakaolin . . . . . 901-S-714.07.01

**901-S-804.02.10--Portland Cement Concrete Mix Design.** Change Note ***** of Subsection S-804.02.10 on page 8-56 as follows:

***** Class DS Concrete for drilled shafts shall have an 8± 1-inch slump. In the event of free fall method of concrete placement is used, the slump shall be 6± 1 inch.

Delete the last paragraph of Subsection S-804.02.10 on page 8-57 and substitute the following:

Either Type A, D, F, G or mid-range chemical admixture shall be used in all classes of concrete. Any combination of water reducing admixtures shall be approved by the Engineer before their use.

**901-S-804.05--Basis of Payment.** Add "901" prefix to the pay items listed on page 8-108.

**CITY OF HATTIESBURG**

**SPECIAL PROVISION NO. 907-262-1** **CODE: (SP)**

**DATE: 05/12/23**

**SECTION 262 - WATER MAINS AND APPURTENANCES**

**262.01 - Description.** The work covered by this section consists of furnishing all labor, equipment and materials and performing all operations in connection with the installation of potable water lines, as indicated on the drawings and as specified herein. The work includes clearing, grubbing, trenching, bedding, pipe laying, backfilling, pipe fittings, valves, hydrants, and all incidental items including testing and disinfection of the completed water lines, which are necessary for installation of the mains and connections to hydrants and existing mains and meters.

**262.02 - Materials.**

**262.02.1 – Bedding/Backfill Material.** Class 6, Group C Granular Material for bedding shall be in accordance with Section 703.07 of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition*. Class 9, Group C Granular Material for select backfill shall be in accordance with Section 703.07 of the *Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition*.

**262.02.2 - Concrete.** Concrete shall be MDOT Standard Class B concrete.

**262.02.3 - Polyvinyl Chloride (PVC) Pipe.** PVC water lines shall be "Blue Brute" (blue in color), or equal, Class 150, DR 18 polyvinyl chloride pipe manufactured in accordance with AWWA C-900 (latest edition) and shall be U.L. listed. Pipe shall be furnished in standard lengths (minimum 20 feet) with integrally cast bells or couplings using elastomeric gaskets that meet the requirements of ASTM D 1869 and F-477. All necessary adapters for connection to fittings shall be provided.

**262.02.4 - Ductile Iron Pipe.** Ductile iron pipe shall be designed in accordance with AWWA Specification C150 and manufactured in accordance with AWWA Specification C151. Joints shall conform with AWWA Specification C111 or C115 as applicable and shall be of the push on or mechanical type except where flanged joints are indicated on the plans. Where designated on the plans, pipe joints shall be restrained with mechanical restraint devices. Pipe interior shall be cement mortar lined per ANSI A21.4 (AWWA C104). Ductile iron pipe 4" and less in diameter shall be of thickness Class 51. Ductile iron pipe 6" and greater in diameter shall be of thickness Class 50, except pipe with threaded flanges shall be Class 53.

**262.02.5 - Fire Hydrants.** Hydrants shall be three-way M & H Model 129, Muellar Super Centurion 250, or American Flow Control B-84-B-5, with four and one-half inch (4 1/2") valve opening. The length of the lower barrel on each hydrant shall be appropriate for the depth of the water main. The color shall be chosen by the City conforming to the requirements of AWWA C-502.

**262.02.6 - Water Valves.** Water valves shall be “resilient seat” or “resilient wedge” type gate valves complying with the requirements of AWWA C509 or AWWA C515. Valves shall be epoxy coated inside and outside in conformance with the requirements of AWWA C550. Valves shall be rated for zero leakage to 200 psi and 400 psi hydrostatic test pressure. Valves shall be furnished with a non-rising stem and shall open by turning a 2 inch square operating nut counterclockwise. Gates shall be encapsulated in rubber where exposed to line velocity and shall be field replaceable. Valve ends shall be flanged or mechanical joint, as appropriate for the connection. Mechanical joints shall be recommended by the manufacturer for use with AWWA C-900 PVC or ductile iron pipe and shall be furnished with MJ retainer glands.

Insertion valves shall be installed in the location determined by the Engineer. Insertion valves shall be opened in the open position under pressure and flow conditions without interruption of water service. Final assembly shall provide for the complete shutoff of the flow of water. Sleeve shall be capable of installation on cast iron, ductile iron, asbestos cement and C900 PVC pipe. Sleeve shall be fabricated in two pieces and shall provide a 360 degree seal around the pipe under all working pressures of the system.

**262.02.7 - Valve Boxes.** Valve boxes shall be of cast or ductile iron as manufactured by Mueller, Kennedy, M & H or equal. Covers shall be cast or ductile iron with a designation of "WATER" embossed on the topside and shall be of the screw down type. Valve boxes shall be the three-piece type, adjustable in length and suitable for installation in roadway surfaces. Stack pipe for valve box adjustment shall be class 150 DR 18 manufactured in accordance with AWWA C-900 PVC or ductile iron pipe. Adjustment risers shall be cast iron and approved prior to use by the Engineer or his authorized representative.

**262.02.8 - Fittings.** Fittings for water mains of four inch (4") diameter and larger shall be seal coated cast iron or ductile iron with flanged or mechanical joint ends, as appropriate for each connection. All fittings shall be cement mortar lined per ANSI A21.4 (AWWA C104). Mechanical joints shall be recommended by the manufacturer for use with AWWA C-900 PVC or ductile iron pipe and shall be furnished with MJ retainer glands. Fittings shall be manufactured in accordance with AWWA C110. Fittings for use with ductile iron pipe may be of the push-on type. Fittings for connections between new main and existing mains and pipes shall be specifically designed for interconnection of the lines being joined and will be subject to the approval of the City's Engineer or his authorized representative.

**262.02.9 – Water Service Tubing.** Water service tubing shall be polyethylene "PE" tubing having copper tube O.D. sizes and complying with ASTM D2737, NSF approved, dimensions to fit standard CTS fittings, SDR 9, 200 psi.

**262.02.10 – Water Service Appurtenances.** Corporation stops, curb stops, wye fittings, and other required service fittings shall conform to AWWA C800. All connections to service tubing shall be by approved compression type fitting, with stainless steel tubing inserts as recommended by the fitting manufacturer.

Curb valves shall employ a one-piece integral plug with full-opening port and tee head, turning on a plastic thrust washer at the top and sealed by an "O"-ring. Typically, curb valves shall have a CTS x FIP connection for non-metered services. For any existing, metered connection, Contractor shall supply a curb valve having the appropriate fitting to reconnect to the existing meter. Existing meters shall be kept in service until after short/long service connection is complete. See plans for typical installation of water services. The valve body shall be a one-piece brass casting with closed bottom. The inlet and/or outlet port shall be sealed by a second "O"-ring. The design shall include a locking ring designed to permit locking the valve in the closed position, using a standard padlock.

Service saddles are required for all service line connections and shall be ductile iron or brass with double stainless steel bands. Saddles shall be specifically recommended for use with the type of pipe being connected to.

**262.02.11 – Water Meter Boxes.** Service valve boxes shall be plastic structural foam boxes with plastic lid with hinged reader lid. Box shall measure not less than 10" x 16" (at the top) by 12" deep. Where meters boxes must be located in paved areas (concrete or asphalt), provide cast iron meter boxes similar to Vulcan model V-8402.

**262.02.12 – Water Meters.** Existing water meter to be relocated unless damaged. Water meters that need replacing to be provided by the City of Hattiesburg.

**262.02.13 – Filter Fabric.** Geotextile fabric shall be non-woven, needle punched, and weigh a minimum of four ounces (4 oz.) per square yard.

**262.02-14 – Mechanical Joint Retainer Glands.** MJ retainer glands shall be used for all connections of pipe to fittings, valves, or fire hydrants, and shall be made with a suitable restrained joint system, meeting any one of the following specifications:

1. For Ductile or PVC Pipe, a suitable ductile iron retainer gland, designed and recommended by the gland manufacturer, for the type of pipe used. Gland shall be manufactured entirely of 60-42-10 ductile iron conforming to ASTM A536-80. Glands shall attach to the pipe barrel through a plurality of individually activated gripping surfaces (wedges).
2. For PVC Pipe, a heavy ductile iron or fused epoxy coated structural steel (ASTM A36) clamp which employs serrations on its inside surface to firmly grip the outside of the PVC pipe barrel. Clamp shall be specifically designed and recommended for use with the size and thickness class of pipe used. All hardware shall be ductile iron.
3. For Ductile Pipe only, a ductile iron mechanical joint retainer gland employing cupped-end threaded set screws which conform with the pipe manufacturer's guidelines as to number of set screws and torque to be applied to properly restrain the joint to a rating of not less than 250 p.s.i.

**262.02.15 – Pipe Joint Restraints.** Pipe Joint Restraints shall be installed where applicable as designated on the Drawings, in all pipe encasements, and for pipe joints within specified distances from fittings per the schedule in Drawings. Use two glands similar in design and materials to the joint retainer glands previously specified, one immediately behind the joint bell and one on the pipe spigot, connected by two or more ductile iron rods spanning across the pipe joint. For ductile iron pipe, it is also permissible to use mechanical joint pipe with restrained retainer gland, or special "lock-ring" pipe joints.

**262.02.16 – Locator Wire & Utility Marker Tape.** Locator wire for attachment to all non-detectable pipe materials shall be a No. 12 coated solid copper wire.

Underground utility marker tape for burial with all types of pipe shall be a minimum of 5 mils thick and 3 inches in width. Minimum tensile strength shall be 35 pounds and tape shall elongate not less than 80 percent before breaking. Tape shall be permanently imprinted with an appropriate legend to identify the contents of the pipe (e.g. "Water Main Below".)

**262.02.17 – Tapping Sleeves & Valves.** Tapping sleeves shall be fabricated from heavy Type 304 stainless steel, with a full circumferential seal to the run pipe provided by a rubber gasket resistant to water, salt solutions, mild acids, gases, and sewage. Multiple stainless steel bolts shall ensure uniform sealing. Outlet flange shall conform with ANSI 150 pound drilling, recessed for tapping valve per MSS-SP 60. A 3/4 inch NPT test plug shall be provided. O.D. range of body must match the actual measured O.D. of the pipe being tapped.

Tapping valves shall conform with the requirements for Gate Valves and Valve Boxes on Water Mains, except that the inlet shall be Class 125 Flange and the outlet, Mechanical Joint. The valve opening shall be oversized to permit a cutter head to pass which is 1/2" smaller than the nominal branch pipe size. Valves shall be furnished complete with cast iron sectional valve box, as is specified under “Gate Valves & Valve Boxes” in these Specifications. A retainer gland as is specified under “Water Pipe & Fittings” is required for the connection of the new pipe to the tapping valve.

**262.02.18 – Line Stopping.** Line stopping shall include all components of the type and size required to plug the existing water main to be tapped. This will be done to facilitate the tap without losing pressure along the existing water main that is to remain in place.

The line stop fitting shall be split mechanical bolt-on type, fabricated from ASTM A-36 carbon steel, epoxy coated with 18-8 type 304 stainless steel nuts, bolts, and washers, and be complete with equalization fittings, blind flange with gaskets, nuts and bolts. Flanges are AWWA 207 Class D, ANSI 150# drilling. Gaskets are compounded for use with water, salt solutions, and mild acids.

**262.03 - Construction Requirements.**

**262.03.1 – Excavation – General.** Excavation shall include the clearing of the site of the work, the loosening, loading, removing, transporting and disposing of all pavements, obstructions, and any other materials, wet or dry, above or below ground necessary to be removed to construct all pipes included in this contract to the lines, grades and locations shown on the Drawings. No burying or burning of trees, stumps, roots, or other debris will be allowed.

It is intended that areas designated as "Easement" be cleared only as necessary to allow construction of the facilities. Any trees or shrubs designated on the plans or directed by the Engineer to remain shall be protected from damage.

Low hanging and unsound or unsightly branches on trees or shrubs designated to remain shall be removed as directed. All trimming shall be done by skilled workman and in accordance with good tree surgery practices. An approved asphaltum base paint prepared specifically for tree surgery shall be furnished and applied by Contractor to cut or scarred surfaces on trees or shrubs selected to remain.

Where required, the Contractor shall remove with care all shrubbery, plants, flower planters, flower bed borders, set aside, watered, and kept alive and reset as before construction work. The Contractor shall furnish and install replacement plants which die as a result of construction operations.

In areas where water main will be installed in close proximity to trees designated to remain or any Live Oak trees, the major root systems and the limbs of the trees shall be protected from damage. Where necessary, contractor shall install water main by tunneling or boring underneath the tree roots, with no additional compensation for materials, labor, or otherwise. If, in the opinion of the Engineer, any damage to the tree does occur, Contractor shall, at his own expense, obtain the services of a certified tree surgeon to perform any and all actions necessary to mitigate or repair the damage.

The Contractor shall, at his own expense, furnish and install all temporary sheeting, timbering and bracing required to maintain the excavation in a condition to furnish safe working conditions and to permit the safe and efficient installation of all items of contract work. The Contractor shall further, at his own expense, shore up or otherwise protect all fences, buildings, walls, walks, curbs, or other property adjacent to any excavation which might be disturbed during the progress of the work, except for such facilities which are within the allowable trench limits and are designated for removal and restoration.

Temporary supports must be removed by the Contractor at his own expense after or concurrently with the completion of the permanent facility.

The Contractor shall do all ditching, pumping, well pointing and bailing, build all drains, and do all other work necessary to keep the excavation clear of ground water, sewage or storm water during the progress of the work and until the finished work is safe from injury. Where the excavation is wet sand, and suitable construction conditions cannot be obtained by other methods, the Contractor shall install and operate, at his own expense, a pumping system connected with well points, so as to drain the same effectually. All well point holes shall be backfilled with sand after removal. No masonry or pipe shall be laid in water, and water shall not be allowed to rise over masonry until concrete or masonry has set at least 48 hours. All water pumped or drained from the work shall be disposed of in a manner that will not damage adjacent property or other work under construction. Necessary precautions shall be taken to protect all construction against flooding.

Whenever the excavation is carried beyond the lines and grades shown on the drawings, the Contractor shall, at this own expense, refill all such excavated space with such material and in such manner as may be directed.

Unsuitable and surplus excavated material not incorporated in the work shall be disposed of by the Contractor at his own expense.

In the event that any existing gas pipe, water pipes, conduits, sewers, storm drains or poles are blocked or interfered with by the excavation required on this project, the Contractor shall maintain them in

continuous operation, and restore them to the same condition as they were prior to the start of construction of this project. Gas pipes or electrical power distribution facilities or any other utilities which are disturbed in any way shall be inspected and repaired (if necessary) by the utility owner, all at no additional compensation from the Owner.

Any culvert pipe joint exposed by excavation shall be wrapped with an approved geotextile filter fabric, three feet in width, before backfilling, at no additional compensation.

**262.03.2 – Trench Excavation.** The ground shall be excavated in open trenches, of sufficient width and depth to provide ample room within the limits of the excavation, or lines of sheeting and bracing, for the proper construction of the water main.

Mechanical excavation of trenches shall be stopped above the final invert grade elevation so that the pipe may be laid on a firm, undisturbed native earth bed.

The width of the trench at the top of the pipe shall not exceed the outside diameter of the pipe plus two feet. The maximum allowable trench width at the ground surface shall not exceed the outside diameter of the pipe, plus twice the depth of cut. Restoration of disturbed facilities as a pay item will only be allowed within these limits. Facilities disturbed outside the allowable restoration limits shall be restored as detailed in "Restoration of Disturbed Facilities" in these Specifications, but at Contractor's expense.

The minimum depth of excavation shall be as required for a cover over the completed water main of not less than 30 inches on city and county roads and 36 inches on MDOT rights-of-way. Where water pipes cross under existing drainageways, provide not less than 30 inches under ditches or 18" clearance between the top of the pipe and the bottom of existing storm drain pipes or structures.

**262.03.3 – Bedding.** Trenches shall be dry when the trench bottom is prepared. A continuous trough shall be pared or excavated to receive the bottom quadrant of the pipe barrel. In addition, bell holes shall be excavated so that after placement, only the barrel of the pipe receives bearing pressure from the trench bottom.

Preparation of the trench bottom and placement of the pipe shall be carefully made so that when in final position, the pipe is true to line and grade.

**262.03.4 – Laying Pipe.** All nonmetallic pipes shall be installed with a No. 12 coated solid copper wire attached to the top of the pipe. The locator wire shall be permanently secured to the pipe at six foot increments. The locator wire shall be continuous along the length of each pipe segment between access points and be accessible at every valve box, including valves for fire hydrants. Splices shall be made with waterproof connectors. Locator wire assemblies shall also be installed at the locations shown on the plans to provide a maximum spacing of not more than 500 feet between access points to the locator wire. Upon completion of all piping, locator wire, assemblies, and other access points, the Contractor shall coordinate with the Owner for testing. The Owner's representative will use his locator to test the locator wiring system.

Pipe shall be protected during handling against impact shocks and free fall. Pipe shall be clean at all times, and no pipe shall be used in the work that does not conform to the appropriate specifications.

Pipe shall be laid accurately, to the line and grades with fittings and valves at the required locations as designated in the Drawings. Preparatory to making pipe joints all surfaces of the portions of the pipe to be jointed or of the factory-made jointing material shall be clean and dry. Lubricants, primers, adhesives, etc., shall be used as recommended by the pipe or joint manufacturer's specifications. The jointing materials or factory fabricated joints shall then be placed, fitted, joined, and adjusted in such a workmanlike manner as to obtain the degree of water-tightness required.

If dirt enters the pipe, it shall be removed and the interior pipe surface swabbed with a 1 percent hypochlorite disinfecting solution.

Trenches shall be kept water-free and as dry as possible during bedding, laying, and jointing and for as long a period as required. As soon as possible after the joint is made, sufficient backfill material shall be placed along each side of the pipe to offset conditions that might tend to move the pipe off line and grade.

If pipe and fittings are not kept dry during installation, Contractor shall ensure that any water entering the pipe contains an available-chlorine concentration of approximately 25 mg/l by adding calcium hypochlorite granules or tablets to each length of pipe.

Wherever necessary to deflect pipe from a straight line, either in the horizontal or vertical plane, the degree of deflection shall not exceed maximum permissible deflections as recommended by pipe manufacturer.

**262.03.5 – Backfilling.** All trenches and excavation shall be backfilled as soon as the work has developed sufficient strength to resist backfilling loads and forces and the work shall be prosecuted expeditiously after it has commenced.

No pipe shall be backfilled above the top of the pipe until the pipe elevations, alignment and the pipe joints have been checked, inspected, and approved by the Engineer.

All pipes as soon as laid shall have the space between the pipe and the bottom and the sides of the trench backfilled to the spring line of the pipe with a select material. This material shall be thoroughly compacted by hand or mechanical means.

Backfill shall then proceed with the placement of select material in 6 inch layers to one foot above the top of the pipe. This backfill shall be compacted by mechanical compactor to not less than 95 percent Standard Proctor Maximum Dry Density.

If pipe trench is under or immediately adjacent to existing or proposed road or drive surfaces, the remainder of the trench shall be backfilled with select material in 8 inch layers to not less than 95 percent Standard Proctor Maximum Dry Density, using a mechanical compactor.

Where the native excavated is not considered suitable by the Engineer, the Engineer may authorize the replacement for such unsuitable material with contractor-furnished select backfill, and shall not be measured for a separate payment. All surplus or unsuitable material not used in backfilling shall be disposed of offsite by Contractor at his own expense.

**262.03.6 – Utility Marking.** All pipe installations require that utility marker tape (in addition to locator wire attached to nonconductive pipe) be buried in the backfill approximately 12 inches above the top of the pipe. Tape shall be permanently imprinted with an appropriate legend to identify the contents of the pipe (e.g. "Water Main Below".)

**262.03.7 – General Requirements.** All connections between pipe and fittings shall be made with an approved restrained joint system. In addition, all pipe joints within a distance which is tabulated in the Drawings from a fitting must also employ an approved restrained joint system. The assembly and installation of each restrained joint system shall be in strict accordance with the manufacturer's printed instructions and in the presence of a representative of the Engineer.

For all pipe sizes and types, install only full lengths of pipe adjacent to fittings, except in unusual circumstances.

Contractor must use care to prevent the entry of ground water or other contaminants into the water pipe, fittings, valves and appurtenances, either before, during, or after construction. Pipe delivered for construction shall be stored so as to minimize the entrance of foreign materials. All openings in the pipeline shall be closed with watertight plugs when pipe laying is stopped.

Connections to existing distribution system shall be made in a manner approved by the Engineer and shall be scheduled during times with the least inconvenience to customers and shall be accomplished in a timely manner with a minimum interruption of service. Contractor will be required to provide a minimum of 24 hours advance notification to customers where service will be interrupted. Contractor shall also provide advance notification to the Owner's water department and fire department.

Contractor shall verify size and type of existing water mains prior to connection of the new system. Necessary adapter fittings, glands, or special gaskets shall be furnished as needed to properly connect to the type of existing pipe or fitting encountered.

Where the project requires connection, removal, or any type of contact with existing asbestos cement pipe, Contractor shall comply with all local, state, and federal requirements for the cutting, handling, and disposal of asbestos cement pipe.

Contractor must coordinate the use of domestic water with the Owner. The Owner may allow Contractor to utilize water from the distribution system for the filling of the new water mains and a reasonable amount of water for wellpointing and initial flushing, without compensation. If, in the opinion of the Engineer and Owner, the Contractor did not take proper precautions in preventing debris and contaminants from entering the new system during construction or does not follow proper disinfection procedures as described in the latest revision of AWWA C651, the Owner reserves the right to assess charges to the Contractor for any excessive use of domestic water.

The new water mains shall be kept isolated from the active distribution system until satisfactory bacteriological testing has been completed and the disinfected water flushed out. All valves which separate existing in-service water mains from new water mains constructed under this contract shall remain closed at all times except when opened to fill or flush the new mains. A water-proof plastic tag shall be placed in each separation valve box, with the notice “Keep Closed at All Times.” When valves are opened for filling or flushing, only one valve shall be opened at any one time, and only after a suitable flush point has been opened in the new system to relieve pressure and positively prevent the backflow of water from the new mains into the in-service mains.

Contractor shall be responsible for the proper handling and disposal of water discharged during flushing operations. All water discharged from the water system shall be disposed of in a manner that will not damage adjacent property, other work under construction, or adversely affect traffic or the general public. No water shall be discharged to the sanitary sewer collection system. Contractor shall advise and coordinate flushing of water mains with the Owner's water department and fire department and shall be performed in a manner that will not result in less than acceptable water pressure in the existing system. In case of fire or emergency, Contractor shall temporarily cease flushing operations.

**262.03.8 – Hydrostatic Testing.** Pressure and leakage testing shall be conducted on all pipe and appurtenances, including hydrants and water services, by the Contractor at his expense and in the presence of the Engineer or his representative. The hydrostatic test procedure used shall conform with the requirements of AWWA C-600, Section 4. The test shall be conducted by filling the pipe with clean water under a minimum pressure of 100 p.s.i. There shall be no visible leakage, nor shall the leakage exceed 9.5 gallons per 24 hours per inch diameter per mile as measured over a period of two hours. The Engineer reserves the right to select the line segments to be tested together as a unit, and may choose to separately test small segments if the test result for a larger segment is marginal.

**262.03.9 – Disinfection.** After completion of the construction and pressure testing of water distribution lines, hydrants, and water services, they shall be flushed and disinfected using at least a 50 mg/l free chlorine solution for 24 hours or as described in the latest revision of AWWA C651, Standard for Disinfecting Water Mains, and in a manner acceptable to the Mississippi State Department of Health. Disposal of heavily chlorinated water may require the Contractor to obtain a permit from the Department of Environmental Quality/Office of Pollution Control.

After final flushing and before the new water mains are connected to the distribution system, the Contractor shall arrange for microbiological water samples to be collected by a Certified Operator of the system, a representative of the Mississippi State Department of Health, or a certified technician of a laboratory certified by the Mississippi State Department of Health. At least one sample shall be collected from every 1200 feet of looped lines and from every dead-end line. No hose or fire hydrant shall be used in the collection of samples.

Water being collected for testing shall not have a chlorine residual higher than is normally maintained in other parts of the distribution system. No chlorine, which is a result of line disinfection, shall be present. A sample showing "No Coliform Present" shall constitute a satisfactory sample when analyzed by the Mississippi State Department of Health environmental laboratory or a laboratory certified by the Mississippi State Department of Health. The costs for all bacteriological sampling and testing shall be the responsibility of the Contractor.

If trench water has entered the new mains during construction or, if in the opinion of the Engineer, excessive quantities of dirt or debris have entered the new mains, bacteriological samples shall be taken at intervals of approximately 200 feet. Samples shall be taken of water that has stood in the new mains for at least 16 hours after final flushing has been completed.

If the initial disinfection fails to produce satisfactory bacteriological results, the new mains shall be reflushed and resampled. If check samples also fail to produce acceptable results, the mains shall be rechlorinated by the continuous-feed or slug method of chlorination as described in the latest revision of AWWA C651 until satisfactory results are obtained.

**262.03.10 – Wastewater Disposal Method.** The construction contractor shall submit for review and approval the method proposed for disposal of wastewater from hydrostatic tests and disinfection, prior to performing hydrostatic tests. Hydrostatic test and disinfection wastewater discharged to the storm sewer, sanitary sewer, or natural water stream shall not have a chlorine residual greater than 0.01mg/L.

**262.03.11 – Separation of Water and Sewer Mains.** Water mains should be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line should be at least 18” above the top of the sewer line. Water and sewer lines shall be constructed in separate trenches with adequate space for maintenance.

Where adequate horizontal separation cannot be maintained, the water main should be constructed of ductile iron with joints located at the maximum distance possible from sewer line joints.

Where the horizontal and vertical separation cannot be maintained, then the sewer main must be constructed to water main standards, in addition to the use of ductile iron for the water main.

Where water lines cross over sewer lines, the above requirements will be waived if pipe segments are centered to provide maximum spacing of the joints of both the water and sewer lines and the 18 inch vertical separation (water over sewer) is provided.

**262.03.12 – Water Main Removal and Disposal Method.** Contractor shall submit for review and approval a proposed schedule and method for the removal of sections or subsections of the existing water system. Also, Contractor shall submit for review and approval a proposed method of documenting the removal and disposal of existing mains in accordance with all applicable laws. Contractor shall maintain records and submit said records prior to any payment for removal of water mains.

**262.03.13 – Gate Valves.** Gate Valves shall be installed as detailed in the Drawings and in strict accordance with manufacturer's recommendations, along with restrained joint retainer glands and thrust blocking as indicated in the Drawings.

Where any gate valve shall be installed at a depth equal to or greater than 3.5 feet below finished grade, Contractor shall supply and install a valve key extension on the valve. The extension shall be securely

bolted or otherwise attached to the gate valve key per the recommendations of the manufacturer and as approved by the Engineer. Valve key extensions shall be installed plumb in the valve box and at a normal depth to allow easy operation of deep valves with a standard valve key.

**262.03.14 – Fire Hydrants.** Hydrants shall be installed as shown in the detailed drawings and in a manner that will provide complete accessibility and will prevent damage from vehicles. All hydrants shall stand plumb and shall have their pumper connections at right angles to the centerline of the road. Thrust block backings shall be constructed in strict accordance with manufacturer's recommendations.

Crushed stone or gravel shall be placed at the base of the hydrant to provide drainage.

After installation and prior to final acceptance the fire hydrants shall be painted above the ground line in accordance with AWWA Standard C-502. Color shall match existing hydrants in the project area, or as directed by the City's Engineer or his authorized representative. Multiple coats may be required to achieve uniform appearance if the hydrants are supplied by the manufacturer in a different color than desired.

It should be anticipated that some hydrants designed for bury depths greater than the standard 36 inches will be required, due to existing utility lines and/or ditch flowline elevations. Contractor may choose to utilize manufactured hydrant barrel extensions for some or all of the long-barrel hydrants.

**262.03.15 – Water Services.**
Where an existing residence or business is currently being serviced by an existing water service, it is Contractor's responsibility to physically locate the point where the existing service pipe crosses the property line (approximate location only - no surveys required). The existing water meter shall then be installed to this point. All work to locate the existing service and to make the final connection to it is included in "Long Service Connection"/"Short Service Connection".

Installation of all service line components (service saddle, corporation stop, tubing, and curb valve) shall be in strict accordance with manufacturer's recommendations. Service lines shall be laid deep enough to prevent damage from freezing, or during routine road or street maintenance, but not so deep as to require installing the line at an excessive angle in the meter box.

Service location reports will be furnished by the Engineer. Forms will be completed and submitted to Engineer by Contractor prior to any progress payments for water services.

It shall be Contractor's responsibility to keep active water service to any and all parcels which are in use or may be in use. Expenses associated with keeping the water service active at necessary lots shall be absorbed by Contractor. Damages to the newly constructed water services by the removal of the existing water mains shall be repaired at Contractor's expense.

**262.03.16 – Line Stop Procedure.** The contractor shall clean the exterior of the main to remove debris, corrosion deposits and other surface irregularities that might interfere with proper seating and sealing of the line stop fitting against the main.

Line stop fittings installed on slip joints or mechanical joint pipe require at least three standard lengths of pipe remain buried from the point of the line stop to where the line will be cut open. An alternate method is to anchor the line stop fitting in concrete. Line stop fittings shall be installed and pressure tested at 150 psi for 15-30 minutes prior to tapping the main.

Concrete support/anchor shall be installed after pressure test. Concrete support should extend to the "BEAM POINT or CENTER LINE" of the pipe main. This method should prevent movement laterally where the line is isolated and cut open.

Temporary line stop valve shall be installed into the line stop fittings (flanged tee may be mounted to the valve for temporary bypass). Drilling machine shall then be mounted to line stop valve, and the wet tap should be performed.

Once the coupon from the tap is retracted into the machine, the stop valve can be closed and the drilling machine can be de-pressurized and removed. Coupon shall be measured to verify pipe I.D. for sizing adjustments of the folding head stop sealing element.

Line stop machine shall then be mounted on stopping valve and line stop assembly, valve opened, and assembly entered into the pipe and the line stop performed.

Once the pipe main is de-pressurized, alterations can begin.

After alterations are completed, and the new line shall be sanitized. The line stop shall be re-pressurized, and the stopper head removed from the line stop and the valve closed.

Drilling machine with closure plug is mounted to stop valve. Valve is opened and the assembly is installed and locked into position inside the neck of the stop fitting.

The drilling machine shall then be removed, and blind flange shall be installed to the line stop fitting for completion of the job.

**262.03.17 – Connection to Existing Water Mains.** It is the intent of this contract that the new segments of water mains be constructed and pressure tested prior to connecting them to existing pipes. Temporary plugs and water service-type connections will be required to allow this.

Tapping Sleeves and Valves:

1. Installation of tapping sleeves shall fully conform with manufacturer's recommendations. The pipe barrel to be tapped shall be fully and carefully cleaned. Asbestos cement pipe shall be smoothed with a wire brush to ensure a tight seal of the gaskets against the pipe.
2. Before each sleeve is installed, the pipe barrel to be tapped shall be measured and the actual measured pipe O.D. shall be within the range recommended for the sleeve used.
3. The actual size of the hole cut in the pipe barrel shall be not more than 1/2 inch smaller than the nominal size of the branch connection (e.g., not less than 5 1/2 inches for a 6 inch tap). The drilling machine and shell cutter head used shall be specifically recommended for the type of pipe being tapped.
4. After the tap is complete and the tapping valve closed, the sleeve shall be bled of air and then visually checked for leakage before backfilling.

Connections made to existing water mains (other than those connections made with a tapping sleeve and valve), fittings, or stubs shall be made according to all the requirements in these Specifications. Necessary adapter fittings, glands, or special gaskets shall be furnished as needed to properly connect to the type of existing pipe or fitting encountered. Any cast or ductile iron fittings so used will be measured for separate payment as “Ductile Iron Fittings”.

The Owner will assist Contractor by locating existing valves necessary to turn off the water pressure for a short period necessary to make the connection. Contractor shall provide at least 48 hours notice to the Owner for any outages. The Contractor may be requested to schedule some connections for a specific time of day or night, to reduce inconvenience to customers. The Owner and the Engineer do not guarantee that any specific sections of the water system can be isolated by closing existing valves.

After the new water main system is in service and all service connections are transferred, then the existing water mains replaced as a part of this Work shall be physically removed and disposed of in accordance with these Specifications.

Notice is given that some connections to and between the existing water mains which are to be abandoned may exist other than as shown in the Drawings. It is Contractor's obligation to find and disconnect all points of connection between the water mains to be removed and water mains which are to remain, whether shown in the Drawings or not.

The plans indicate certain existing fire hydrants and water valves which are to be removed. Fire hydrants so designated shall be removed in their entirety, including base elbow and bolted-on shut-off valve if so equipped. Valves may be "removed" by removing the 2" operating nut from the top of the valve and removing the valve box -- the entire valve need not be completely removed, unless this is needed to disconnect the water main. All materials removed shall remain the property of the Owner. They shall be delivered in good condition and unloaded at a location determined by the owner.

Where insertion valves or tapping valves are installed deeper than 3.5 feet below finished grade, Contractor shall supply and install valve key extensions in accordance with the requirements of "Gate Valves & Valve Boxes" in these Specifications.

**262.03.17 – Separation of Water and Sewer Mains.** Water mains should be laid at least 10 feet horizontally and 18 inches vertically from any sanitary sewer or manhole. The bottom of the water line should be at least 18" above the top of the sewer line. Water and sewer lines shall be constructed in separate trenches with adequate space for maintenance.

1. Where adequate horizontal separation cannot be maintained, the water main should be constructed of ductile iron with joints located at the maximum distance possible from sewer line joints.
2. Where the horizontal and vertical separation cannot be maintained, then the sewer main must be constructed to water main standards, in addition to the use of ductile iron for the water main.
3. Where water lines cross over sewer lines, the above requirements will be waived if pipe segments are centered to provide maximum spacing of the joints of both the water and sewer lines and the 18 inch vertical separation (water over sewer) is provided.

**262.04 - Method of Measurement.** Water distribution pipe, regardless of material type, will be measured as the number of linear feet of pipe in place, field measure, including locator wire and marker tape, regardless of depth, select bedding, select and general backfill, structure excavation, cleaning and disinfection, pumping, and testing. Contractor shall restore trenches and disturbed areas, dispose of unsuitable materials and perform grading and cleanup operations during the course of construction. Areas which are not properly cleaned up and maintained will not be approved for payment.

Where ductile iron pipe is required by the Drawings or directed by the Engineer, payment will also be measured as the number of linear feet of ductile iron pipe installed, field measure, including any necessary locator wire and marker tape, regardless of depth, select bedding, select and general backfill, structure excavation, cleaning and disinfection, pumping, and testing. Contractor shall restore trenches and disturbed areas, dispose of unsuitable materials and perform grading and cleanup operations during the course of construction. Areas which are not properly cleaned up and maintained will not be approved for payment.

Restrained pipe joints will not be measured separately for payment. Carrier pipe in pipe encasements shall be ductile iron, restrained joint pipe.

Removal of all water items shall be included in "Removal of Obstructions".

Distribution pipe fittings will be measured by the pound of fittings in place, including glands, bolts, and gaskets computed upon unit weights listed in AWWA C-110. This applies even if the fittings used are compact ductile iron fittings conforming to AWWA C-153.

Gate Valves will be measured per each. Valves used as fire hydrant isolation valves will not be measured under this item. Payment made for gate valves will be inclusive of all associated costs, including any

required valve key extensions. Where required, valve key extensions will not be measured for separate payment.

Adjustment of Water Meters shall be measured per each, for each respective diameter, as the number of actual services connected, regardless of the main's size. Service connections shall include all labor and materials necessary to result in a fully functioning water service, including but not limited to location and connection to existing water service, location and connection to existing/proposed water main, water service tubing, excavation, bedding and backfill, service saddles, corporation stops, curb stops, relocation of water meter, purchase of water meter due to damage by contractor, meter boxes, structure excavation, select bedding, and select or general backfill.

Location of and connection to existing water services will not be measured separately for payment.

Where directed by Engineer and in accordance with these Specifications, Contractor shall wash, bore, or jack water services under existing or proposed improvements. Such work shall be considered incidental to the installation of the new water services and shall not be measured for separate payment.

Fire hydrants shall be measured as the number of units in place, per each, including but not limited to mainline tee, excavation, bedding, concrete and reinforcement, saddle, sleeve, joint restraints, 6-inch gate valve and all appurtenances. No separate payment will be made for hot tapping.

Insertion valve shall be measured per each and shall include furnishing and installing valve and sleeve components, and all equipment, tools, labor, and incidentals necessary to complete the work.

Line stop valve shall be measured per each and include furnishing and installing all fittings, nuts, bolts, washers, blind flange, gasket, tapping sleeve, plugging after completion of the work and all equipment, tools, labor, and incidentals necessary to complete the work.

**262.05 - Basis of Payment.** This work will be paid for at the contract unit prices per unit specified, complete in place, which shall be full compensation for completing the work. Materials or work for which a pay item is not included and are necessary to complete the work under this section shall be furnished or performed and shall be considered incidental to the completed construction.

Payment will be made under:

| | |
|---|---|
| 907-262-A: Utility Work-Water Ductile Iron Water Main | -per linear foot |
| 907-262-A: Utility Work-Ductile Iron Fittings | - per pound |
| 907-262-A: Utility Work-6" Insertion Valve | - per each |
| 907-265-F: Fire Hydrant Assembly | - per each |

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-417-1** **CODE: (SP)**

**DATE: 06/26/2019**

**SUBJECT: Polymer Cement Surface System**

Section 907-417, Polymer Cement Surface System, is hereby added to and made a part of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

## SECTION 907-417-POLYMER CEMENT SURFACE SYSTEM

**907-417.01--Description.** This work consists of furnishing labor, materials, and equipment required for the application of a polymer cement surface system (PCSS) on a prepared concrete surface. The polymer cement surface system shall provide skid and abrasion resistance, and the resulting surface may be patterned and/or monolithic as specified in the plans, or as directed by the Engineer.

**907-417.02--Materials.** Material for the PCSS shall meet the following requirements.

| Properties | Test Value | Test Method |
|---|---|---|
| Compressive Strength, (28 days), psi, minimum | 3,100 | ASTM C 109 |
| Tensile Strength, psi, minimum | 700 | AASHTO T 132 |
| Bond Strength, psi, minimum | 250 | ASTM C 1583 |
| Friction Number, minimum | 45 | AASHTO T 242 |
| Length Change, percent, maximum | 0.024 | ASTM C 157 |

The Contractor shall furnish the Engineer with certified test reports showing that the material meets the requirements of the Specification.

When not installed by the Manufacturer, the Contractor performing the work shall be authorized by the Manufacturer to install the product. When someone other than the Manufacturer installs the product, the Contractor shall furnish the Engineer with an Authorized Applicator Certification or other documentation from the Manufacturer stating that the Contractor is certified to install the product.

A textured finished surface shall be required for the PCSS and shall be achieved with aggregate. Aggregate shall be selected such that it will produce a friction number of at least 45 in accordance with AASHTO: T 242 using a tire meeting the requirements of AASHTO: M 261. The Department will conduct a friction test within 30 days after installation to verify that the material meets a friction number of 45.

The color of the PCSS shall be similar to the color of the surface which it is to be applied and shall be approved by the Engineer prior to use. Any chemical admixtures and/or color pigments used, the dosage rates, and the conditions for use in the PCSS shall be approved by the Manufacturer.

The material shall be delivered to site in weatherproof containers and stored in a covered and ventilated location.

**907-417.03--Construction Requirements.**

**907-417.03.1--Weather Limitations.** The PCSS shall not be placed during periods of fog or rain. Should a rain event occur during installation, all operations shall cease and work shall not be resumed until dry conditions are present. Authorization to continue placement after a rain event shall be approved by the Engineer.

**907-417.03.1.1--Cold Weather Limitations.** The PCSS shall only be installed when the temperature of the concrete surface is at or above 50°F and expected to remain above 50°F for six (6) hours. There shall be no forecast ambient temperatures below 35°F within 24 hours from the time of placement. When the ambient temperature is below 50°F, but will remain above 40°F during PCSS installation, the PCSS can be placed only when Manufacturer approved accelerators are added to the mix and approval of the Engineer is obtained.

**907-417.03.1.2--Hot Weather Limitations.** The PCSS shall only be installed when the temperature of the concrete surface is at or below 130°F. When the ambient temperature exceeds 90°F, the use of cold water or ice should be considered for the blending operation at a rate approved by the Manufacturer. If the use of cold water or ice is not possible, then the use of a Manufacturer approved retarder may be permitted.

**907-417.03.2--Surface Preparation.** For proper adhesion, the concrete shall be dry, clean, and sound. Any spalls or failures in the concrete shall be repaired to the satisfaction of the Engineer and the Manufacturer. Cost of concrete repairs shall be included in the costs of the PCSS. The existing concrete shall be cleaned to a SSPC-SP13/NACE 6, Surface Preparation of Concrete, or better. The prepared surface shall be tested in accordance with ASTM C 1583 to assure proper adhesion. The minimum near-surface tensile strength of the substrate shall be 250 psi or failure in the substrate. If the test is being run on a concrete overlay that is to receive the PCSS instead of directly on the substrate, the failure mode shall also be 250 psi or failure in the substrate. Tests shall be conducted by the Contractor/Manufacturer in the presence of the Engineer. Upon successful completion of testing, the Contractor shall continue with mixing and placement as soon as possible to avoid contamination of the surface that may affect bonding of the PCSS to the concrete surface.

**907-417.03.3--Mixing.** The measuring and mixing operation shall be capable of producing a consistent homogeneous mix sufficient to maintain the production levels required for the work. The water and dry blend shall be charged into the mixer and blended to the desired consistency while maintaining effective temperatures to prevent flashing of the mix. Hand mixing in pails is not permissible.

**907-417.03.4--Placing.** The PCSS shall be uniformly deposited on the substrate by a device approved by the Manufacturer and Project Engineer, and have the capability of mixing the materials at a rate to ensure continuous application.

**907-417.03.5--Base Coat.** A base coat shall be applied to the prepared concrete surface at a rate recommended by the Manufacturer. Curing shall be required as recommended by the

Manufacturer prior to placing of the top coat. Once curing is complete, installation of the top coat shall begin immediately. There shall be no time differential between curing of the base coat and installation of the top coat.

**907-417.03.6--Top Coat.** A top coat shall be applied over the base coat. When a pattern is required, the pattern shall be specified in the plans. The combined cured thickness of the base coat and top coat should be between 1/8" and 3/16". The completed PCSS shall be tested to ensure proper bond strength with the substrate using ASTM C 1583, and the value obtained shall be a minimum of 250 psi or failure in the substrate.

**907-417.03.7--Curing and Release to Traffic.** Care shall be taken by the Contractor to protect the PCSS from traffic until the area is sufficiently cured. Curing time will vary depending on ambient and surface temperatures. At 70°F, curing time is approximately two (2) hours, with an increase in curing time as the ambient temperature decreases. The PCSS shall not be opened to traffic until it has reached a sufficient compressive strength such that the surface will not be damaged by vehicular traffic. A Manufacturer Representative, Certified Applicator, or the Engineer shall provide the final approval for release to traffic.

**907-417.03.8--Equipment.** Equipment used when installing the PCSS shall be designed for installing the material applied and suitable for use by the Manufacturer and Project Engineer.

**907-417.03.9--Protection.** Areas that are not to receive the PCSS shall be masked to protect the surfaces prior to application. The Contractor should also take the necessary precautions to protect other structures and the traveling public from any unwanted application.

**907-417.03.10--Acceptance.** The Contractor shall furnish a Manufacturer's certification stating that the material used is one acceptable for the product and the product has been installed in accordance with the Manufacturer's recommendations.

The Contractor shall furnish the Engineer with a test report verifying the results of ASTM C 1583 as addressed in Subsections 907-417.03.2 and 907-417.03.6.

When a component material, as indicated by a test result or poor performance, or the finished product indicate an inferior, unsatisfactory or unacceptable product, the work or materials shall be removed and replaced or otherwise corrected by the Contractor at no additional cost to the State in a manner satisfactory to the Engineer.

**907-417.04--Method of Measurement.** Polymer cement surface system will be measured by the square yard.

**907-417.05--Basis of Payment.** Polymer cement surface system, measured as prescribed above, will be paid for at the contract unit price per square yard, which price shall be full payment for all materials, tools, labor, testing, protection, and all incidentals necessary for completing the work.

Payment will be made under:

907-417-A: Polymer Cement Surface System - per square yard

# CITY OF HATTIESBURG

**SPECIAL PROVISION NO. 907-616-2** **CODE: (SP)**

**DATE: 08/25/2009**

**SUBJECT: Colored and Imprinted Concrete Median and Island Pavement**

Section 616, Median and Island Pavement, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Colored And Imprinted Concrete only.

**907-616.01--Description.** This work consists of furnishing all labor, materials, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the colored and imprinted concrete island and median pavement.

The locations for colored and imprinted concrete island and median pavement are shown on the plans, but generally are limited to all proposed concrete islands and concrete median end noses.

The Contractor is advised of additional notes on the plans which call attention to particular requirements or conditions regarding colored and imprinted concrete island and median pavement.

Quality Assurance. Installation shall be performed by an installer with at least one year experience in the placement of colored and imprinted concrete paving systems.

**907-616.02--Materials.** Colored concrete materials and imprinting tool release agents shall meet the following requirements.

A. Coloring Agents: Contractor shall apply dry-shake to the surface of the freshly poured concrete. The coloring agent shall be a mineral oxide pigment approved by the Engineer. Colors for colored and imprinted concrete shall be selected by the Engineer from Standard or Designer color charts, or an approved manufacturer's color charts.

B. Curing and Finishing Material: Contractor shall utilize a color–matched curing and finishing material recommended by the manufacturer. Curing materials or methods for uncolored concrete shall not be used with Colored and Imprinted Concrete.

C. Release Agent: Contractor shall utilize a dry-shake powder to facilitate the release of the concrete imprinting tools. The color of the release agent shall match the selected main coloring agent chosen by the Engineer for the concrete.

D. Imprinting Tools: Tools shall be of high quality and shall provide uniform control of joint depth.

E. Imprint Tool Pattern: The imprint pattern to be used for all concrete imprinting shall be a

4" x 8" brick herringbone pattern, with a 4" x 8" matching soldier course border used along the perimeter of all proposed concrete islands and median end noses. The Contractor shall reference the plans for pattern layout and orientation of the imprint patterns.

Once the color, method of coloring, and the imprinting tools have received approval from the Engineer, the Contractor shall provide a 4-foot square test panel, separate from proposed island and median end nose areas, to be reviewed and approved by the Engineer. Engineer will evaluate color as compared to color chart and texture of broom finish.

Subsequent test panels may be required, if the finish, imprint quality, or color is unacceptable to the Engineer. The Contractor shall remove unaccepted test panels immediately from site. Accepted panel shall remain until all colored concrete islands and median end noses have been completed by the Contractor, at which time the Contractor shall then remove the acceptable test panel from the site.

**907-616.03.4--Handling, Measuring, Proportioning, and Mixing Materials.** Should an integral coloring method be selected by the Contractor, the Contractor shall mix coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

Should a dry-shake applied coloring method be selected by the Contractor, the Contractor shall measure and apply coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

**907-616.03.4--Protection and Curing.** Protection and curing materials and methods of application for colored and imprinted concrete shall be in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

**907-616.04--Method of Measurement.** Colored and imprinted concrete median and island pavement, completed and accepted, will be measured by the square foot or square yard. Test panels will not be measured for separate payment.

**907-616.05--Basis of Payment.** Colored and imprinted concrete median and island pavement, measured as prescribed above, will be paid for at the contract unit price per square foot or square yard, which price shall be full compensation for all labor, tools, materials, equipment, test panels, placement of concrete, imprinting the concrete, and all incidental necessary to complete the work.

Payment will be made under:

907-616-C: Colored and Imprinted Concrete Median and Island Pavement, Thickness - per square foot or square yard

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SPECIAL PROVISION NO. 907-637-3** **CODE: (IS)**

**DATE:** **05/25/2021**

**SUBJECT: Traffic Signal Conduit and Pull Boxes**

Section 637, Traffic Signal Conduit and Pull Boxes, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

**907-637.02--Materials**.

**907-637.02.1--Pull Box / Enclosures**. Delete the first sentence of the second paragraph of Subsection 637.02.1 on page 558, and substitute the following.

For grade level pull boxes and enclosures only, Tier 22 (22,500-pound design load, 33,750-pound test load) enclosures with minimum size dimensions as shown in the detail drawings on the plans shall be installed for use in traffic signal construction. Enclosure boxes shall be open bottom.

Delete the fourth sentence of the second paragraph of Subsection 637.02.1 on page 558.

**907-637.03--Construction Requirements**.

**907-637.03.1--Pull box/Enclosures.** Delete the sixth sentence of the first paragraph of Subsection 637.03.1 on page 559, and substitute the following.

Enclosures located in soil or sodded areas shall be installed with a supporting poured concrete collar or approved composite collar assembly, as shown by details on the plans.

**907-637.03.2.1--Conduit Duct Bank**. Delete the first sentence of subparagraph a) under Bored or drilled conduit in Subsection 637.03.2.1 on page 560, and substitute the following.

All conduits under railroad tracks shall be horizontal directional bored or drilled at a minimum of ten (10) feet below the railroad bed, or as required by the Railroad Company.

Delete Subsections 637.03.2.4 and 637.03.2.5 on pages 561 & 562, and substitute the following.

**907-637.03.2.4--Blank.**

**907-637.03.2.5--Blank.**

After Subsection 637.03.2.7 on page 563, add the following.

**907-637.03.3--Submittals**. The submittal requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met if the NTB is included as part of the Project Proposal

and Contract Documents. In all cases, submittals shall be thorough and timely. All costs associated with submittals shall be included in the overall contract price; no separate payment will be made for any documenting and submitting.

**907-637.03.4--Quality Assurance.** The quality assurance requirements defined in the Notice to Bidders entitled "ITS General Requirements" shall be met if the NTB is included as part of the Project Proposal and Contract Documents. In all cases, the Contractor shall conduct, maintain, and leave the worksite in a professional and organized manner. All costs associated with the quality assurance requirements shall be included in the overall contract price.

**907-637.04--Method of Measurement**. Delete subparagraphs a) and b) in Subsection 637.04 on page 563, and substitute the following.

a) From center to center of pull box and/or foundation.
b) Any above ground vertical conduit runs, as indicated in the plans. Measurement in underground conduit is only in the horizontal plane and no additional quantity shall be added for conduit depth or change in elevation of the conduit.

**907-637.05--Basis of Payment.** Delete the first, second, third, fourth and fifth paragraphs of Subsection 637.05 on page 564, and substitute the following.

Pull Box Enclosures, measured as prescribed above, will be paid for at the contract unit price per each, which price shall be full compensation for furnishing all materials including the cover, installing, crushed gravel underlayment, poured concrete collars, replacement of sod or existing grassing, final clean-up and for all equipment, all documentation and submittals, tools, labor and incidentals necessary to complete the work and quality assurance.

Conduit / Duct Bank, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, trenching, installing, backfilling trench, plowing, directional boring, restoration, marking tape, pull tape, duct plugs, fittings, testing, bore logs, all documentation and submittals, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Rigid Galvanized Steel, measured as prescribed above, will be paid for per linear feet, which price shall be full compensation for all materials, equipment, labor, all documentation and submittals, all related materials including but not limited to couplings, mounting straps, bonding to ground, etc., that is installed on sign structures, poles or between the pull boxes, and all other incidentals necessary for the installation and quality assurance of the conduit system.

Duct Plugs and Sealant will be included in the cost of the conduit and will not be measured separately.

Delete the pay items listed on page 564 and substitute the following.

907-637-A: Pull Box Enclosure, Type - per each

| | | |
|---|---|---|
| 907-637-B: | Pull Box Enclosure, Structure Mounted, Type | - per each |
| 907-637-C: | Traffic Signal Conduit, Underground, Type, Size | - per linear foot |
| 907-637-D: | Traffic Signal Conduit, Underground Drilled or Jacked, Type, Size | - per linear foot |
| 907-637-E: | Traffic Signal Conduit, Structural Conduit, Type, Size | - per linear foot |
| 907-637-F: | Traffic Signal Conduit, Aerial Supported, Type, No, Size | - per linear foot |
| 907-637-G: | Traffic Signal Conduit, Underground Encased in Concrete, Type, Size | - per linear foot |
| 907-637-H: | Traffic Signal Conduit Bank, Underground, Type, No., Size | - per linear foot |
| 907-637-I: | Traffic Signal Conduit Bank, Underground Drilled or Jacked, Type, No., Size | - per linear foot |
| 907-637-J: | Traffic Signal Conduit Bank, Structural Conduit, Type, No., Size | - per linear foot |
| 907-637-K: | Traffic Signal Conduit Bank, Aerial Supported, Type, Size and Number | - per linear foot |

# OFFICE OF STATE AID ROAD CONSTRUCTION
# MISSISSIPPI DEPARTMENT OF TRANSPORTATION
# AFFIDAVIT

(To be Executed in Duplicate)

State of Mississippi
County of _____

I, _____ (Name of person signing affidavit), individually, and in my capacity as _____ (Title) of _____ (Name of Firm, Partnership, or Corporation) being duly sworn, on oath, do depose and say as follows:

That _____ (Name of Firm, Partnership, or Corporation), Bidder on Project No._____ in _____ County, Mississippi has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn or under penalty of perjury under the laws of the United States and the State of Mississippi; certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal 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 statues 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; 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.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) are true and correct.

Signature: _____

(SEAL)

Title: _____

Sworn before me this _____ day of _____ 20___

My commission expires _____ Notary Public: _____

NOTE: **FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

# OFFICE OF STATE AID ROAD CONSTRUCTION
# MISSISSIPPI DEPARTMENT OF TRANSPORTATION
# AFFIDAVIT

(To be Executed in Duplicate)

State of Mississippi
County of _____

I, _____ (Name of person signing affidavit), individually, and in my capacity as _____ (Title) of _____ (Name of Firm, Partnership, or Corporation) being duly sworn, on oath, do depose and say as follows:

That _____ (Name of Firm, Partnership, or Corporation), Bidder on Project No._____ in _____ County, Mississippi has not either directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees, or principal owners.

Further, being duly sworn or under penalty of perjury under the laws of the United States and the State of Mississippi; certifies that, except as noted below, the company or any person associated therewith in the capacity of owner, partner, director, manager, auditor, or any position involving the administration of federal funds:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal 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 statues 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Item (b) of this subsection; 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.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

The Bidder shall provide immediate written notice to the Board of Supervisors and the State Aid Engineer at any time, prior to or after award, that it is known a certification was erroneous when executed or has become erroneous by reason of changed circumstances.

NOTE: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

All of the foregoing and attachments (when indicated) are true and correct.

Signature: _____

(SEAL)

Title: _____

Sworn before me this _____ day of _____ 20___

My commission expires _____ Notary Public: _____

NOTE: **FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.**

EEV Certification
REV. 06-12

# MSSISSIPPI DEPARTMENT OF TRANSPORTATION
# OFFICE OF STATE AID ROAD CONSTRUCTION

## CONTRACTOR EEV CERTIFICATION AND AGREEMENT

Project No: _____ County: _____

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, **"Mississippi Employment Protection Act,"** as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Office of State Aid Road Construction, Department of Employment Security, State Tax Commission, Secretary of State, and Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the County and the Office of State Aid Road Construction has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the Office of State Aid Road Construction if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the **Mississippi Employment Protection Act**. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the Office of State Aid Road Construction, if requested, for the benefit of the County and the Office of State Road Construction or this Contract.

_____
EEV* Company Identification Number [Required]

**The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.**

BY:_____ _____
Authorized Officer or Agent Date

_____ _____
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor

SWORN TO AND SUBSCRIBED before me on this the _____ day of _____, 20_____.

_____
NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

SECTION902

# PROPOSAL

Date _____

Proposal of _____

_____ of _____

_____

for constructing the following designated project within the time hereinafter specified.

The Plans are composed of drawings and blue prints on file in the offices of the Chancery Clerk of _____

County at _____ Mississippi.

The Specifications are the currently approved Standard Specifications of the Office of State Aid Road Construction of the Mississippi Department of Transportation and the Federal Highway Administration, except where superseded or amended by Special Provisions and Revisions of the Specifications attached hereto and made a part thereof.

Board of Supervisors

_____ County, _____ Mississippi

Sirs: The following is made on behalf of _____

_____

_____

_____

_____

_____

(Names and addresses of those interested)

and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm or corporation. I (we) certify that I (we) have carefully examined the Plans, and the Specifications, including the Special Provisions and Revisions herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Revisions and Plans I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (we) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid.

The following is my (our) itemized Proposal:

In the event of award of the Contract to me (us) under this Proposal, I (we) contemplate the sub-contracting of the following items, to the persons or firms named after each item in accordance with Special Provisions providing for the sub-contracting attached hereto if such sub-contracting thereof is approved by the Board of Supervisors and the State Aid Engineer. In the event of disapproval of such sub-contracting, I (we) agree to perform such item or items of work with my (our) own organization, in full compliance with all applicable terms of this Proposal.

NOTE: Bidder will insert below a list of the specific Pay Items and Quantities thereof which he proposes to sub-contract, and the names and addresses of the persons or firms to whom he proposes to sub-contract each Item.

Pay Item No. _____: _____ _____
(quantity) (description)
to _____ of _____

Pay Item No. _____: _____ _____
(quantity) (description)
to _____ of _____

Pay Item No. _____: _____ _____
(quantity) (description)
to _____ of _____

Pay Item No. _____: _____ _____
(quantity) (description)
to _____ of _____

Pay Item No. _____: _____ _____
(quantity) (description)
to _____ of _____

Pay Item No. _____: _____ _____
(quantity) (description)
to _____ of _____

Pay Item No. _____: _____ _____
(quantity) (description)
to _____ of _____

Pay Item No. _____: _____ _____
(quantity) (description)
to _____ of _____

Pay Item No. _____: _____ _____
(quantity) (description)
to _____ of _____

I hereby certify that the persons or firms are named above as sub-contractors with the knowledge and consent of the persons or firms named.

Signed _____

By _____

In the event of the award of this contract to the above named bidder, for the performance of the work, and in the further event that the sub-contractor(s) named herein are approved by the Board of Supervisors and the State Aid Engineer, the sub-contractor or sub-contractors shall execute the following:

I (we) hereby certify that the use of our names as sub-contractors on the above items, was and is with our knowledge and consent.

_____ 20 _____ _____

_____ 20 _____ _____

_____ 20 _____ _____

_____ 20 _____ _____

For the construction of City Streets known as Midtown Streetscape Project, Hattiesburg, Mississippi under State Aid Project No. DECD-0018(36)BO.

I (We) agree to complete the entire project within 200 working days.

*** SPECIAL NOTICE TO BIDDERS ***
BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES AND ITEM TOTALS ARE ENTERED

Participating Items

| Item Code | Pay Item Description | Estimated Quantity | UNIT | Unit Price | Item Total |
|---|---|---|---|---|---|
| | | | | | |
| S-201-A | Clearing and Grubbing | 1 | LS | | |
| S-202-A | Removal of Curb, All Types | 775 | LF | | |
| S-202-B | Removal of Inlets, Headwalls & Junction Boxs, All Types & Sizes | 6 | EA | | |
| S-202-C | Removal of Sign, Ground Mounted with Post | 9 | EA | | |
| S-202-C | Removal of Trees | 30 | EA | | |
| S-202-C | Removal of Pavement, All Types & Depths | 2900 | SY | | |
| S-202-D | Removal of Concrete Sidewalk | 190 | SY | | |
| S-202-D | Removal of Concrete Driveways, All Depths | 120 | SY | | |
| S-202-D | Removal of Pipe, 8" And Above | 625 | LF | | |
| S-203-A | Unclassified Excavation, FM, AH | 75 | CY | | |
| S-203-E1 | Borrow Excavation, AH, FME, Class B7-6 | 600 | CY | | |
| S-203-E1 | Borrow Excavation, AH, FME, Class B7-7 | 400 | CY | | |
| S-203-H | Excess Excavation, FM, AH | 825 | CY | | |
| S-232-A | Geotextile Fabric Stabilization, Type V, Non-Woven | 4800 | SY | | |
| 211-A | Topsoil for Slope Treatment, From ROW | 3500 | SY | | |
| S-211-B | Topsoil for Slope Treatment, Contractor Furnished | 160 | CY | | |
| 219-A | Watering | 225 | KGAL | | |
| S-226-A | Solid Sodding, St. Augustine | 100 | SY | | |
| S-226-A | Solid Sodding, Centipede | 1250 | SY | | |
| S-233-A | Temporary Silt Fence | 2900 | LF | | |

| | | | | | |
|---|---|---|---|---|---|
| 246-A | Sandbags | 75 | EA | | |
| 211-C | Topsoil for Plant Holes, Contractor Furnished | 20 | CY | | |
| 212-B | Standard Ground Preperation | 1300 | SY | | |
| 230-A | Shrub Planting, 'Autumn Coral' Encore Azalea | 8 | EA | | |
| 230-A | Shrub Planting, 'Autumn Lily' Encore Azalea | 9 | EA | | |
| 230-A | Shrub Planting, 'Blue Cascade' Distylium | 33 | EA | | |
| 230-A | Shrub Planting, Drift Rose 'Coral' | 12 | EA | | |
| 230-A | Shrub Planting, 'New Gold' Lantana | 30 | EA | | |
| 230-A | Shrub Planting, 'October Magic' Shi Shi Camellia | 10 | EA | | |
| 230-A | Shrub Planting, Sasanqua Camellia | 2 | EA | | |
| 230-A | Shrub Planting, 'Wheeler's Dwarf' Pittosporum | 4 | EA | | |
| 230-A | Shrub Planting, Drift Rose 'White' | 7 | EA | | |
| 230-B | Tree Planting, Coral Bark Japanese Maple | 1 | EA | | |
| 230-B | Tree Planting, Cherrybark Oak | 16 | EA | | |
| 230-B | Tree Planting, Swamp Chestnut Oak | 18 | EA | | |
| 230-B | Tree Planting, Willow Oak | 2 | EA | | |
| 230-B | Tree Planting, Nellie R. Stevens Holly | 12 | EA | | |
| 230-B | Tree Planting, Sweetbay Magnolia | 4 | EA | | |
| 230-B | Tree Planting, Trident Maple | 2 | EA | | |
| 230-D | Bed Preperation | 1300 | SF | | |
| 230-F | Groundcover Planting, Purple Heart | 117 | EA | | |
| 230-F | Groundcover Planting, Blue Rug Juniper | 100 | EA | | |
| 230-F | Groundcover Planting, Mondo Grass | 287 | EA | | |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 10 gram | 1 | K | | |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 21 gram | 1 | K | | |
| 233-A | Tree Bark Mulch, Type III | 12 | CY | | |
| 233-A | Tree Bark Mulch, Type V | 12 | CY | | |
| L00070: 907-233-C | Pine Straw | 12 | BALE | | |
| 907-262-A | Utility Work - Water, 6" Insertion Valve | 3 | EA | | |
| 907-262-A | Utility Work - Water, 6" Ductile Iron Water Main | 80 | LF | | |
| 907-262-A | Ductile Iron Fittings | 1000 | LBS | | |
| S-304-C | Size 610 Crushed Stone Base, AEA | 800 | CY | | |
| S-308-A-2 | Portland Cement | 50 | TON | | |
| S-308-B-1 | Soil-Cement-Water Mixing (Optional Mixers) | 4800 | SY | | |
| S-403-A | Hot Mix Asphalt, MT, 12.5-mm Mixture | 450 | TON | | |

| | | | | | |
|---|---|---|---|---|---|
| S-403-A | Hot Mix Asphalt, MT, 19-mm Mixture | 670 | TON | | |
| S-403-A | Hot Mix Asphalt, MT, 9.5-mm Mixture | 480 | TON | | |
| S-406-A | Cold Milling of Bituminous Pavement, All Depth | 1650 | SY | | |
| S-407-A | Asphalt for Tack Coat, EA-1 | 725 | GAL | | |
| S-601-B | Class "B" Structural Concrete, Minor Structures | 60 | CY | | |
| S-602-A | Reinforcing Steel | 6500 | LBS | | |
| S-603-PE | 15" Corrugated Polyethylene Pipe | 1220 | LF | | |
| S-603-PE | 18" Corrugated Polyethylene Pipe | 115 | LF | | |
| S-604-A | Castings | 1400 | LBS | | |
| S-200-A | Mobilization | 1 | LS | | |
| S-608-A | Concrete Sidewalk | 915 | SY | | |
| S-608-B | Concrete Driveway, With Reinforcement | 145 | SY | | |
| S-609-D | Combination Concrete Curb and Gutter Type "3B" Modified | 2700 | LF | | |
| S-613-E | Adjustment of Manholes | 5 | UNIT | | |
| S-613-E | Adjustment of Water Valves | 10 | UNIT | | |
| S-618-A | Maintenance of Traffic | 1 | LS | | |
| S-618-B | Additional Construction Signs | 10 | SF | | |
| 619-G | Barricades, Type III, Double Faced | 1 | LF | | |
| 619-G | Barricades, Type III, Single Faced | 1 | LF | | |
| 619-G | Barricades, Type III, Single Faced, Permanent, Red/White | 1 | LF | | |
| 619-G | Warning Lights, Type "B" | 1 | EA | | |
| 907-242-PP | Double Faced Sign on Flexible Delinator, Per Plans | 2 | EA | | |
| 907-417-A | Polymer Cement Surface System | 160 | SY | | |
| S-621-E-1 | 6" Wide Thermoplastic Traffic Stripe (Continuous Yellow) | 2450 | LF | | |
| S-621-G-1 | Thermoplastic Detail Stripe (White) | 850 | LF | | |
| S-621-H-1 | Thermoplastic Legend (White) | 550 | SF | | |
| S-621-H-2 | Thermoplastic Legend (White) | 60 | LF | | |
| S-627-K | Red-Clear Reflective High Performance Raised Markers | 5 | EA | | |
| S-627-L | Two-Way Yellow Reflective High Performance Raised Markers | 110 | EA | | |
| S-630-B | Reflectorized Traffic Regulartory Sign (Encapsulated Lens) | 10 | EA | | |
| 907-630-PP | Decorative Sign Post, Per Plans | 10 | EA | | |
| 637-C028 | Traffic Signal Conduit, Underground, Type 4, 2" | 70 | LF | | |
| 907-637-C | Traffic Signal Conduit, Underground, Type 4, 8" PVC SCHD 40 | 200 | LF | | |
| 682-A041 | Underground Branch Circuit AWG 8, 5 Conductor | 780 | LF | | |
| 682-F001 | Secondary Power Controller | 1 | EA | | |

| | | | | | |
|---|---|---|---|---|---|
| 683-PP | Lighting Assembly, Low Mast, LED,  Type 35-1-6-120 | 6 | EA | | |
| 684-PP | Pole Foundation,Per Plans | 18 | CY | | |
| | | | | Sub-Total Participating Items | |

Non-Participating Items

| Item Code | Pay Item Description | Estimated Quantity | UNIT | Unit Price | Item Total |
|---|---|---|---|---|---|
| | | | | | |
| 201-A | Clearing and Grubbing | 1 | LS | | |
| 202-B | Removal of Pavement, All Types & Depths | 7500 | SY | | |
| 202-B | Removal of Concrete Ditch Pavement | 40 | SY | | |
| 202-B | Removal of Curb, All Types | 1425 | LF | | |
| 202-B | Removal of Concrete Sidewalk | 550 | SY | | |
| 202-B | Removal of Concrete Driveways, All Depths | 1325 | SY | | |
| 202-B | Removal of Inlets, Headwalls & Junction Boxs, All Types & Sizes | 22 | EA | | |
| 202-B | Removal of Pipe, 8" And Above | 3120 | LF | | |
| 202-B | Removal of Sign, Ground Mounted with Post | 8 | EA | | |
| 202-B | Removal of RipRap | 90 | SY | | |
| 202-B | Removal of Light | 4 | EA | | |
| 202-B | Removal of Trees | 35 | EA | | |
| 202-B | Removal of Brick Driveway | 195 | SY | | |
| 203-A | Unclassified Excavation, FM, AH | 300 | CY | | |
| 203-EX | Borrow Excavation, AH, FME, Class B7-6 | 1200 | CY | | |
| 203-EX | Borrow Excavation, AH, FME, Class B9 | 6000 | CY | | |
| 203-G | Excess Excavation, FM, AH | 500 | CY | | |
| 209-A | Geotextile Stabilization, Type V, Non-Woven | 11000 | SY | | |
| 211-A | Topsoil for Slope Treatment, From ROW | 8800 | SY | | |
| 211-A | Topsoil for Slope Treatment, Contractor Furnished | 685 | CY | | |
| 216-A | Solid Sodding, Centipede | 6500 | SY | | |
| 219-A | Watering | 100 | KGAL | | |
| 234-A | Temporary Silt Fence | 5000 | LF | | |
| 234-D | Inlet Siltation Guard | 10 | EA | | |
| 237-A | Wattles, 20" | 435 | LF | | |
| 246-A | Sandbags | 100 | EA | | |
| 211-C | Topsoil for Plant Holes, Contractor Furnished | 75 | CY | | |
| 212-B | Standard Ground Preparation | 9500 | SY | | |
| 230-A | Shrub Planting, 'Autumn Coral' Encore Azalea | 10 | EA | | |
| 230-A | Shrub Planting, 'Autumn Lily' Encore Azalea | 13 | EA | | |

| | | | | | |
|---|---|---|---|---|---|
| 230-A | Shrub Planting, 'Blue Cascade' Distylium | 122 | EA | | |
| 230-A | Shrub Planting, Drift Rose 'Coral' | 234 | EA | | |
| 230-A | Shrub Planting, Dwarf Palmetto | 1 | EA | | |
| 230-A | Shrub Planting, 'New Gold' Lantana | 260 | EA | | |
| 230-A | Shrub Planting, 'October Magic' Shi Shi Camellia | 12 | EA | | |
| 230-A | Shrub Planting, Pink Muhly Grass | 12 | EA | | |
| 230-A | Shrub Planting, Sasanqua Camellia | 2 | EA | | |
| 230-A | Shrub Planting, Sunshine Chinese Privet | 4 | EA | | |
| 230-A | Shrub Planting, Sweet Olive | 2 | EA | | |
| 230-A | Shrub Planting, 'Wheeler's Dwarf' Pittosporum | 6 | EA | | |
| 230-A | Shrub Planting, Drift Rose 'White' | 6 | EA | | |
| 230-B | Tree Planting, Nuttall Oak | 17 | EA | | |
| 230-B | Tree Planting, Overcup Oak | 10 | EA | | |
| 230-B | Tree Planting, Shumard Oak | 20 | EA | | |
| 230-B | Tree Planting, Willow Oak | 10 | EA | | |
| 230-B | Tree Planting, Pond Cypress | 1 | EA | | |
| 230-B | Tree Planting, Natchez Crape Myrtle Multi-Trunk | 1 | EA | | |
| 230-B | Tree Planting, Nellie R. Stevens Holly | 8 | EA | | |
| 230-B | Tree Planting, Sweetbay Magnolia | 13 | EA | | |
| 230-B | Tree Planting, Trident Maple | 9 | EA | | |
| 230-D | Bed Preparation | 9000 | SF | | |
| 230-F | Groundcover, Aztec Grass | 212 | EA | | |
| 230-F | Groundcover, Planting, Purple Heart | 212 | EA | | |
| 230-F | Groundcover, Planting, Blue Rug Juniper | 906 | EA | | |
| 230-F | Groundcover, Planting, Mondo Grass | 517 | EA | | |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 10 gram | 1 | K | | |
| 232-A | Fertilizer for Woody Plant Material, Tablet, 21 gram | 3 | K | | |
| 233-A | Tree Bark Mulch, Type III | 60 | CY | | |
| 233-A | Tree Bark Mulch, Type V | 75 | CY | | |
| L00070:<br>907-233-C | Pine Straw | 5 | BALE | | |
| 266-A | Solid Sodding, St. Augustine | 120 | SY | | |
| 266-A | Solid Sodding, Centipede | 5000 | SY | | |
| 907-262-A | Utility Work - Water, 6" Insertion Valve | 5 | EA | | |
| 907-262-A | Utility Work - Water, 6" Ductile Iron Water Main | 500 | LF | | |
| 907-262-A | Ductile Iron Fittings | 7500 | LBS | | |

| | | | | | |
|---|---|---|---|---|---|
| 907-265-F | Fire Hydrant Assembly | 1 | EA | | |
| 304-G | Size 610 Crushed Stone Base, AEA | 1900 | CY | | |
| 308-A | Cement | 125 | TON | | |
| 308-B | Soil-Cement-Water Mixing, Optional Mixers, Base | 11000 | SY | | |
| 403-A | 12.5-mm, ST, Asphalt Pavement | 1200 | TON | | |
| 403-A | 19-mm, ST, Asphalt Pavement | 1800 | TON | | |
| 403-A | 9.5-mm, ST, Asphalt Pavement | 900 | TON | | |
| 406-D | Fine Milling of Bituminous Pavement, All Depths | 1100 | SY | | |
| 407-A | Asphalt for Tack Coat | 800 | GAL | | |
| 601-A | Class "C" Structural Concrete | 20 | CY | | |
| 601-A | Class "B" Structural Concrete | 56 | CY | | |
| 601-B | Class "B" Structural Concrete, Minor Structures | 160 | CY | | |
| 602-A | Reinforcing Steel | 22000 | LBS | | |
| 603-CA | 30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets | 208 | LF | | |
| 603-CA | 36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets | 110 | LF | | |
| 603-CA | 48" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets | 430 | LF | | |
| 603-PE | 15" Corrugated Polyethylene Pipe | 465 | LF | | |
| 603-PE | 18" Corrugated Polyethylene Pipe | 330 | LF | | |
| 603-PE | 24" Corrugated Polyethylene Pipe | 565 | LF | | |
| 603-PE | 30" Corrugated Polyethylene Pipe | 435 | LF | | |
| 603-PE | 48" Corrugated Polyethylene Pipe | 985 | LF | | |
| 604-A | Castings | 2400 | LBS | | |
| 604-B | Gratings | 950 | LBS | | |
| 907-242-PP | Stairs, Per Plans | 1 | EA | | |
| 907-242-PP | Brick Steps, Per Plans | 1 | EA | | |
| 907-601-PP | 4' Decorative Iron Fence, Per Plans | 435 | LF | | |
| 907-601-PP | Handrail, Per Plans | 75 | LF | | |
| 608-A | Concrete Sidewalk, Without Reinforcement | 3900 | SY | | |
| 609-D | Combination Concrete Curb and Gutter Type "3B" Modified | 5770 | LF | | |
| 613-D | Adjustment of Manholes | 15 | EA | | |
| 613-D | Adjustment of Water Valves | 15 | EA | | |
| 614-B | Concrete Driveway, With Reinforcement, 6-inch Thickness | 550 | SY | | |
| 614-B | Concrete Driveway, With Reinforcement, 6-inch Thickness, With Colored and Stamped Brick Boarder | 150 | SY | | |
| 614-B | Concrete Driveway, With Reinforcement, 6-inch Thickness, Exposed Aggregate | 45 | SY | | |
| 614-B | Brick Paver Driveway | 125 | SY | | |

| | | | | | |
|---|---|---|---|---|---|
| 907-616-C | Colored & Imprinted Median and Island Pavement, 10-inch | 800 | SF | | |
| 618-A | Maintenance of Traffic | 1 | LS | | |
| 620-A | Mobilization | 1 | LS | | |
| 699-A | Roadway Construction Stakes | 1 | LS | | |
| 618-B | Additional Construction Signs | 10 | SF | | |
| 619-G | Barricades, Type III, Double Faced | 1 | LF | | |
| 619-G | Barricades, Type III, Single Faced | 1 | LF | | |
| 619-G | Warning Lights, Type "B" | 1 | EA | | |
| 907-417-A | Polymer Cement Surface System | 475 | SY | | |
| 907-625-F | Legend, Blue- ADA | 13 | SF | | |
| 907-625-F | Legend, Blue- ADA | 195 | LF | | |
| 626-D | 6" Thermoplastic Traffic Stripe, Skip Yellow | 225 | LF | | |
| 626-E | 6" Thermoplastic Traffic Stripe, Continuous Yellow | 2650 | LF | | |
| 626-G | Thermoplastic Detail Stripe, White | 1100 | LF | | |
| 626-G | Thermoplastic Detail Stripe, Yellow | 175 | LF | | |
| 626-H | Thermoplastic Legend, White | 230 | SF | | |
| 626-H | Thermoplastic Legend, White | 1900 | LF | | |
| 627-K | Red-Clear Reflective High Performance Raised Markers | 20 | EA | | |
| 627-L | Two-Way Yellow Reflective High Performance Raised Markers | 170 | EA | | |
| 630-A | Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness | 67 | SF | | |
| 907-630-PP | Decorative Sign Post, Per Plans | 12 | EA | | |
| 637-C028 | Traffic Signal Conduit, Underground, Type 4, 2" | 65 | LF | | |
| 682-A041 | Underground Branch Circuit AWG 8, 5 Conductor | 4720 | LF | | |
| 682-D003 | Underground Pull Box | 2 | EA | | |
| 682-F001 | Secondary Power Controller | 1 | EA | | |
| 683-PP | Lighting Assembly, Low Mast, LED, Type 35-1-6-120 | 28 | EA | | |
| 684-PP001 | Pole Foundation,Per Plans | 85 | CY | | |
| | | | | Sub-Total Non-Participating Items | |

I (we) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

I (we) further propose to execute the attached contract agreement (Section 903) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit provided for in the Specifications and Notice to Contractors. I (we) also propose to execute the attached contract bond (Section 904) in an amount not less than one hundred (100) per cent of the total of my (our) bid. This bond shall not only serve to guarantee the completion of the work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (we) enclose a certified check (bid bond) for _____ ($_____) Dollars and hereby agree that in case of my (our) failure to execute the contract and furnish bond with FIFTEEN (15) days after notice of award, the amount of this check (bid bond) will be forfeited to the County of _____, State of Mississippi, as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Respectfully submitted,

_____
Signed

By _____

Title _____

Address _____

Date _____, 20_____

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of _____ and the names, titles and business addresses of the executives are as follows:

| | |
|---|---|
| _____ President | _____ Address |
| _____ Secretary | _____ Address |
| _____ Treasurer | _____ Address |

## Proposal Guaranty

Insert here or attach hereto certified check or Proposal Guaranty Bond in the amount as required in the Notice to Contractors.

Each agent representing such Surety Company must file with the contracting county his power of attorney duly executed by said Surety Company.

## MISSISSIPPI DEPARTMENT OF TRANSPORTATION

**SECTION 903**

# CONTRACT (Rev. 03-11-2010)

CONTRACT FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI

COUNTY OF _____

This contract entered into by and between the Board of Supervisors of _____ _____ County, Mississippi, on the one hand, and the undersigned contractor. on the other, witnesseth:

That in consideration of the payment by the Board of Supervisors of the prices set out in the proposal hereto attached, to the undersigned contractor, such payment to be made in the manner and at the time or times specified in the specifications and the special provisions, if any, the undersigned contractor hereby agrees to accept the prices stated in the proposal in full compensation for the furnishing of all materials and equipment and the executing of all the work contemplated in this contract.

It is understood and agreed that the advertising according to law, the notice to contractors, the instructions to bidders. the proposal for the contract, the specifications. the revisions of the specifications, the special provisions, and also the plans for the work herein contemplated, said plans showing more particularly the details of the work to be done. shall be held to be, and are hereby made a part of this contract by specific reference thereto and with like effect as if each and all of said instruments had been set out fully herein in words and figures.

It is further agreed that for the same consideration the undersigned contractor shall be responsible for all loss or damage arising out of the nature of the work aforesaid, or from the action of the elements, and unforeseen obstructions or difficulties which may be encountered in the prosecution of the same and for all risks of every description connected with the work for faithfully completing the whole work in good and workmanlike manner according to the approved Plans, Specifications, Special Provisions and requirements of the Board of Supervisors and the State Aid Engineer.

It is further agreed that the work shall be done under the direct supervision and to the complete satisfaction of the County Engineer, or his authorized representatives, subject to inspection at all times and approval by the State Aid Engineer, and when Federal Funds are involved, by the Federal Highway Administration, or their agents as the case may be, in accordance with those Acts of the Legislature of the State of Mississippi approved by the Governor and such rules and regulations issued pursuant thereto by the State Aid Engineer of the Mississippi Department of Transportation Authorized Federal Agencies.

The Contractor agrees that all labor as outlined in the Special Provisions will be secured from list furnished by

It is agreed and understood that each and every provision of law and clause required by law to be inserted in this, contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and, if through mere mistake or otherwise any such provision is not inserted, or is not correctly inserted. then upon the application of either party hereto, the contract shall forthwith be physically amended to make such insertion.

The Contractor agrees that he has read each and .every clause of this Contract, and fully understands the meaning of same and that he will comply with all the terms, covenants and agreements therein set forth.

Witness our signatures this the_____ day of _____ 20 ___

(l) _____ APPROVED _____ 20 ___
Contractor(s)

By _____ (3) _____
State Aid Engineer

TITLE _____
Signed and Sealed in the presence of:
(names and addresses of witnesses) APPROVED _____ 20 ___

(1) _____ (4) TRANSPORTATION COMMISSION OF THE STATE OF MISSISSIPPI (Approval of the Commission not Required when no Federal Funds are involved.)

_____
(2) BOARD OF SUPERVISORS

_____ County

By _____ By _____
President Executive Director

Award authorized by the Board of Supervisors of _____

County in session on the _____ Day of _____ 20 ___

Minute Book No. _____ , Page no. _____ .

# MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904

# CONTRACT BOND (Rev. 03-11-2010)

CONTRACT BOND FOR _____

LOCATED IN THE COUNTY OF _____

STATE OF MISSISSIPPI

COUNTY OF _____

Know all men by these presents: that we, _____
Principal. a _____ residing at _____
in the State of _____ and _____
residing at _____ in the State of _____
authorized to do business in the State of Mississippi, under the laws thereof, as surety, are held and firmly bound unto the Board of Supervisors of _____ County, State of Mississippi, in the Penal sum of _____
($) _____ Dollars, lawful money of the United States of America. to be paid to it for which payment well and truly to be made, we bind ourselves, our heirs, administrators, successors, or assigns jointly and severally by these presents.

Signed and sealed this the _____ day of _____ A. D., 20 _____ .

The conditions of this bond are such, that whereas the said _____
_____
principal, has (have) entered into a contract with the Board of Supervisors of _____
County of the State of Mississippi, bearing the date of _____ day of _____
_____ A. D., 20 _____hereto annexed, for the construction of certain highways in the said county as mentioned in said contract in accordance with the plans, specifications and special provisions therefor, on file in the office of the Chancery Clerk of the county and state herein named.

Now, therefore, if the above bounden _____
in all things shall stand to and abide by and well and truly observe, do, keep and perform all and singular the terms, covenants, conditions, guarantees and agreements in said contract, contained on his (their) 'part to be observed, done, kept and performed and each of them, at the time and in the manner and form and furnish all of the material and equipment specified in said contract in strict accordance with the terms of said contract which said plans, specifications and special provisions are included in and form a part. of said contract and shall maintain, the said work contemplated until

its final completion and acceptance as specified in the currently approved specifications, and save harmless said Board of Supervisors from any loss or damage arising out of or occasioned by the negligence, wrongful or criminal act, overcharge, fraud, or any other loss or damage whatsoever, on the part of said principal(s), his (their) agents, servants, or employees in the performance of said work or in any manner connected therewith, an shall be liable and responsible in a civil action instituted by the Board of Supervisors at the instance of the State Aid Engineer or any officer of the said county authorized in such cases, for double any amount in money or property, the Board of Supervisors may lose or be overcharged or otherwise defrauded of, by reason of any wrongful or criminal act, if any, of the Contractor(s), his (their) agents, or employees, and shall promptly pay the said agents, servants and employees and all persons furnishing labor, material, equipment or supplies therefor, including premiums incurred, for Surety Bonds, Liability Insurance, and Workmen's Compensation Insurance; with the additional obligation that such Contractor shall promptly make payment of all taxes, licenses, assessments, contributions, damages, penalties and interest thereon, when and as the same may be due this State, or any county, municipality, board, department Commission or political Subdivision; in the course of the performance of said work, and in accordance with Sections 31-5-51 et seq. of the Mississippi Code of 1972, and other State statutes applicable thereto, and shall carry out to the letter and to the satisfaction of both the Board of Supervisors of the aforesaid county and the State Aid Engineer all, each and every one of the stipulations, obligations, conditions, covenants and agreements and terms of said contract in accordance with all terms thereof and all of the expense and cost and Attorney's fees that may be incurred in the enforcement of the performance of said contract, or in the enforcement of the conditions and obligations of this bond, then this obligation shall be null and void, otherwise to be and remain in full force and virtue.

Witness our signatures this the _____ day of _____A. D., 20 _____

_____ _____

(CONTRACTORS) Principal SURETY

By: _____ By: _____

(Signature) ATTORNEY IN FACT.

TITLE _____ _____

(Contractor's Seal)

_____

Name and address of MS agent or qualified non-resident agent

(Surety Seal)

Council Members

## ~~BOARD OF SUPERVISORS~~

City of Hattiesburg - Forrest County

Jeffrey George — ~~District~~ Ward 1

Deborah D. Delgado — ~~District~~ Ward 2

Carter Carroll — ~~District~~ Ward 3

Dave Ware — ~~District~~ Ward 4

Nicholas Brown — Ward 5

Toby Barker — ~~President~~ Mayor

Ann Jones — ~~District~~ Chief Administrative Officer

OFFICE OF STATE AID ROAD CONSTRUCTION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF HATTIESBURG

SECTION 900

NOTICE TO CONTRACTORS:

Sealed bids will be received by the City of Hattiesburg, Mississippi at the Hattiesburg City Hall, until 10:00 am on the ##th day of DATE, 2023 and shortly thereafter publicly opened for the construction of Midtown Streetscape Project being known as Project No. DECD-0018(36)BO in the City of Hattiesburg, Mississippi.

PRINCIPAL ITEMS OF WORK ARE APPROXIMATELY AS FOLLOWS:

PARTICIPATING ITEMS:

| ITEM | QUANTITY | UNIT |
|---|---|---|
| Clearing and Grubbing | 1 | LS |
| Removal of Curb, All Types | 775 | LF |
| Removal of Inlets, Headwalls & Junction Boxs, All Types & Sizes | 6 | EA |
| Removal of Sign, Ground Mounted with Post | 9 | EA |
| Removal of Trees | 30 | EA |
| Removal of Pavement, All Types & Depths | 2900 | SY |
| Removal of Concrete Sidewalk | 190 | SY |
| Removal of Concrete Driveways, All Depths | 120 | SY |
| Removal of Pipe, 8" And Above | 625 | LF |
| Unclassified Excavation, FM, AH | 75 | CY |
| Borrow Excavation, AH, FME, Class B7-6 | 600 | CY |
| Borrow Excavation, AH, FME, Class B7-7 | 400 | CY |
| Excess Excavation, FM, AH | 825 | CY |
| Geotextile Fabric Stabilization, Type V, Non-Woven | 4800 | SY |
| Topsoil for Slope Treatment, From ROW | 3500 | SY |
| Topsoil for Slope Treatment, Contractor Furnished | 160 | CY |
| Watering | 225 | KGAL |
| Solid Sodding, St. Augustine | 100 | SY |

| | | |
|---|---|---|
| Solid Sodding, Centipede | 1250 | SY |
| Temporary Silt Fence | 2900 | LF |
| Sandbags | 75 | EA |
| Topsoil for Plant Holes, Contractor Furnished | 20 | CY |
| Standard Ground preparation | 1300 | SY |
| Shrub Planting, 'Autumn Coral' Encore Azalea | 8 | EA |
| Shrub Planting, 'Autumn Lily' Encore Azalea | 9 | EA |
| Shrub Planting, 'Blue Cascade' Distylium | 33 | EA |
| Shrub Planting, Drift Rose 'Coral' | 12 | EA |
| Shrub Planting, 'New Gold' Lantana | 30 | EA |
| Shrub Planting, 'October Magic' Shi Shi Camellia | 10 | EA |
| Shrub Planting, Sasanqua Camellia | 2 | EA |
| Shrub Planting, 'Wheeler's Dwarf' Pittosporum | 4 | EA |
| Shrub Planting, Drift Rose 'White' | 7 | EA |
| Tree Planting, Coral Bark Japanese Maple | 1 | EA |
| Tree Planting, Cherrybark Oak | 16 | EA |
| Tree Planting, Swamp Chestnut Oak | 18 | EA |
| Tree Planting, Willow Oak | 2 | EA |
| Tree Planting, Nellie R. Stevens Holly | 12 | EA |
| Tree Planting, Sweetbay Magnolia | 4 | EA |
| Tree Planting, Trident Maple | 2 | EA |
| Bed Preparation | 1300 | SF |
| Groundcover Planting, Purple Heart | 117 | EA |
| Groundcover Planting, Blue Rug Juniper | 100 | EA |
| Groundcover Planting, Mondo Grass | 287 | EA |
| Fertilizer for Woody Plant Material, Tablet, 10 gram | 1 | K |
| Fertilizer for Woody Plant Material, Tablet, 21 gram | 1 | K |
| Tree Bark Mulch, Type III | 12 | CY |
| Tree Bark Mulch, Type V | 12 | CY |
| Pine Straw | 12 | BALE |
| Utility Work - Water, 6" Insertion Valve | 3 | EA |
| Utility Work - Water, 6" Ductile Iron Water Main | 80 | LF |
| Ductile Iron Fittings | 1000 | LBS |
| Size 610 Crushed Stone Base, AEA | 800 | CY |
| Portland Cement | 50 | TON |
| Soil-Cement-Water Mixing (Optional Mixers) | 4800 | SY |
| Hot Mix Asphalt, MT, 12.5-mm Mixture | 450 | TON |
| Hot Mix Asphalt, MT, 19-mm Mixture | 670 | TON |
| Hot Mix Asphalt, MT, 9.5-mm Mixture | 480 | TON |
| Cold Milling of Bituminous Pavement, All Depth | 1650 | SY |
| Asphalt for Tack Coat, EA-1 | 725 | GAL |
| Class "B" Structural Concrete, Minor Structures | 60 | CY |
| Reinforcing  Steel | 6500 | LBS |

| | | |
|---|---|---|
| 15" Corrugated Polyethylene Pipe | 1220 | LF |
| 18" Corrugated Polyethylene Pipe | 115 | LF |
| Castings | 1400 | LBS |
| Mobilization | 1 | LS |
| Concrete Sidewalk | 915 | SY |
| Concrete Driveway, With Reinforcement | 145 | SY |
| Combination Concrete Curb and Gutter Type "3B" Modified | 2700 | LF |
| Adjustment of Manholes | 5 | UNIT |
| Adjustment of Water Valves | 10 | UNIT |
| Maintenance of Traffic | 1 | LS |
| Additional Construction Signs | 10 | SF |
| Barricades, Type III, Double Faced | 1 | LF |
| Barricades, Type III, Single Faced | 1 | LF |
| Barricades, Type III, Single Faced, Permanent, Red/White | 1 | LF |
| Warning Lights, Type "B" | 1 | EA |
| Double Faced Sign on Flexible Delineator, Per Plans | 2 | EA |
| Polymer Cement Surface System | 160 | SY |
| 6" Wide Thermoplastic Traffic Stripe (Continuous Yellow) | 2450 | LF |
| Thermoplastic Detail Stripe (White) | 850 | LF |
| Thermoplastic Legend (White) | 550 | SF |
| Thermoplastic Legend (White) | 60 | LF |
| Red-Clear Reflective High Performance Raised Markers | 5 | EA |
| Two-Way Yellow Reflective High Performance Raised Markers | 110 | EA |
| Reflectorized Traffic Regulatory Sign (Encapsulated Lens) | 10 | EA |
| Decorative Sign Post, Per Plans | 10 | EA |
| Traffic Signal Conduit, Underground, Type 4, 2" | 70 | LF |
| Traffic Signal Conduit, Underground, Type 4, 8" PVC SCHD 40 | 200 | LF |
| Underground Branch Circuit AWG 8, 5 Conductor | 780 | LF |
| Secondary Power Controller | 1 | EA |
| Lighting Assembly, Low Mast, LED, Type 35-1-6-120 | 6 | EA |
| Pole Foundation,Per Plans | 18 | CY |

Non-PARTICIPATING ITEMS:

| | | |
|---|---|---|
| Clearing and Grubbing | 1 | LS |
| Removal of Pavement, All Types & Depths | 7500 | SY |
| Removal of Concrete Ditch Pavement | 40 | SY |
| Removal of Curb, All Types | 1425 | LF |
| Removal of Concrete Sidewalk | 550 | SY |

| | | |
|---|---|---|
| Removal of Concrete Driveways, All Depths | 1325 | SY |
| Removal of Inlets, Headwalls & Junction Boxs, All Types & Sizes | 22 | EA |
| Removal of Pipe, 8" And Above | 3120 | LF |
| Removal of Sign, Ground Mounted with Post | 8 | EA |
| Removal of RipRap | 90 | SY |
| Removal of Light | 4 | EA |
| Removal of Trees | 35 | EA |
| Removal of Brick Driveway | 195 | SY |
| Unclassified Excavation, FM, AH | 300 | CY |
| Borrow Excavation, AH, FME, Class B7-6 | 1200 | CY |
| Borrow Excavation, AH, FME, Class B9 | 6000 | CY |
| Excess Excavation, FM, AH | 500 | CY |
| Geotextile Stabilization, Type V, Non-Woven | 11000 | SY |
| Topsoil for Slope Treatment, From ROW | 8800 | SY |
| Topsoil for Slope Treatment, Contractor Furnished | 685 | CY |
| Solid Sodding, Centipede | 6500 | SY |
| Watering | 100 | KGAL |
| Temporary Silt Fence | 5000 | LF |
| Inlet Siltation Guard | 10 | EA |
| Wattles, 20" | 435 | LF |
| Sandbags | 100 | EA |
| Topsoil for Plant Holes, Contractor Furnished | 75 | CY |
| Standard Ground Preparation | 9500 | SY |
| Shrub Planting, 'Autumn Coral' Encore Azalea | 10 | EA |
| Shrub Planting, 'Autumn Lily' Encore Azalea | 13 | EA |
| Shrub Planting, 'Blue Cascade' Distylium | 122 | EA |
| Shrub Planting, Drift Rose 'Coral' | 234 | EA |
| Shrub Planting, Dwarf Palmetto | 1 | EA |
| Shrub Planting, 'New Gold' Lantana | 260 | EA |
| Shrub Planting, 'October Magic' Shi Shi Camellia | 12 | EA |
| Shrub Planting, Pink Muhly Grass | 12 | EA |
| Shrub Planting, Sasanqua Camellia | 2 | EA |
| Shrub Planting, Sunshine Chinese Privet | 4 | EA |
| Shrub Planting, Sweet Olive | 2 | EA |
| Shrub Planting, 'Wheeler's Dwarf' Pittosporum | 6 | EA |
| Shrub Planting, Drift Rose 'White' | 6 | EA |
| Tree Planting, Nuttall Oak | 17 | EA |
| Tree Planting, Overcup Oak | 10 | EA |
| Tree Planting, Shumard Oak | 20 | EA |
| Tree Planting, Willow Oak | 10 | EA |
| Tree Planting, Pond Cypress | 1 | EA |
| Tree Planting, Natchez Crape Myrtle Multi-Trunk | 1 | EA |

| | | |
|---|---|---|
| Tree Planting, Nellie R. Stevens Holly | 8 | EA |
| Tree Planting, Sweetbay Magnolia | 13 | EA |
| Tree Planting, Trident Maple | 9 | EA |
| Bed Preparation | 9000 | SF |
| Groundcover, Aztec Grass | 212 | EA |
| Groundcover, Planting, Purple Heart | 212 | EA |
| Groundcover, Planting, Blue Rug Juniper | 906 | EA |
| Groundcover, Planting, Mondo Grass | 517 | EA |
| Fertilizer for Woody Plant Material, Tablet, 10 gram | 1 | K |
| Fertilizer for Woody Plant Material, Tablet, 21 gram | 3 | K |
| Tree Bark Mulch, Type III | 60 | CY |
| Tree Bark Mulch, Type V | 75 | CY |
| Pine Straw | 5 | BALE |
| Solid Sodding, St. Augustine | 120 | SY |
| Solid Sodding, Centipede | 5000 | SY |
| Utility Work - Water, 6" Insertion Valve | 5 | EA |
| Utility Work - Water, 6" Ductile Iron Water Main | 500 | LF |
| Ductile Iron Fittings | 7500 | LBS |
| Fire Hydrant Assembly | 1 | EA |
| Size 610 Crushed Stone Base, AEA | 1900 | CY |
| Cement | 125 | TON |
| Soil-Cement-Water Mixing, Optional Mixers, Base | 11000 | SY |
| 12.5-mm, ST, Asphalt Pavement | 1200 | TON |
| 19-mm, ST, Asphalt Pavement | 1800 | TON |
| 9.5-mm, ST, Asphalt Pavement | 900 | TON |
| Fine Milling of Bituminous Pavement, All Depths | 1100 | SY |
| Asphalt for Tack Coat | 800 | GAL |
| Class "C" Structural Concrete | 20 | CY |
| Class "B" Structural Concrete | 56 | CY |
| Class "B" Structural Concrete, Minor Structures | 160 | CY |
| Reinforcing  Steel | 22000 | LBS |
| 30" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets | 208 | LF |
| 36" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets | 110 | LF |
| 48" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets | 430 | LF |
| 15" Corrugated Polyethylene Pipe | 465 | LF |
| 18" Corrugated Polyethylene Pipe | 330 | LF |
| 24" Corrugated Polyethylene Pipe | 565 | LF |
| 30" Corrugated Polyethylene Pipe | 435 | LF |
| 48" Corrugated Polyethylene Pipe | 985 | LF |
| Castings | 2400 | LBS |
| Gratings | 950 | LBS |
| Stairs, Per Plans | 1 | EA |
| Brick Steps, Per Plans | 1 | EA |

| | | |
|---|---|---|
| 4' Decorative Iron Fence, Per Plans | 435 | LF |
| Handrail, Per Plans | 75 | LF |
| Concrete Sidewalk, Without Reinforcement | 3900 | SY |
| Combination Concrete Curb and Gutter Type "3B" Modified | 5770 | LF |
| Adjustment of Manholes | 15 | EA |
| Adjustment of Water Valves | 15 | EA |
| Concrete Driveway, With Reinforcement, 6-inch Thickness | 550 | SY |
| Concrete Driveway, With Reinforcement, 6-inch Thickness, With Colored and Stamped Brick Boarder | 150 | SY |
| Concrete Driveway, With Reinforcement, 6-inch Thickness, Exposed Aggregate | 45 | SY |
| Brick Paver Driveway | 125 | SY |
| Colored & Imprinted Median and Island Pavement, 10-inch | 800 | SF |
| Maintenance of Traffic | 1 | LS |
| Mobilization | 1 | LS |
| Roadway Construction Stakes | 1 | LS |
| Additional Construction Signs | 10 | SF |
| Barricades, Type III, Double Faced | 1 | LF |
| Barricades, Type III, Single Faced | 1 | LF |
| Warning Lights, Type "B" | 1 | EA |
| Polymer Cement Surface System | 475 | SY |
| Legend, Blue- ADA | 13 | SF |
| Legend, Blue- ADA | 195 | LF |
| 6" Thermoplastic Traffic Stripe, Skip Yellow | 225 | LF |
| 6" Thermoplastic Traffic Stripe, Continuous Yellow | 2650 | LF |
| Thermoplastic Detail Stripe, White | 1100 | LF |
| Thermoplastic Detail Stripe, Yellow | 175 | LF |
| Thermoplastic Legend, White | 230 | SF |
| Thermoplastic Legend, White | 1900 | LF |
| Red-Clear Reflective High Performance Raised Markers | 20 | EA |
| Two-Way Yellow Reflective High Performance Raised Markers | 170 | EA |
| Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness | 67 | SF |
| Decorative Sign Post, Per Plans | 12 | EA |
| Traffic Signal Conduit, Underground, Type 4, 2" | 65 | LF |
| Underground Branch Circuit AWG 8, 5 Conductor | 4720 | LF |
| Underground Pull Box | 2 | EA |
| Secondary Power Controller | 1 | EA |
| Lighting Assembly, Low Mast, LED, Type 35-1-6-120 | 28 | EA |
| Pole Foundation,Per Plans | 85 | CY |

NOTICE TO CONTRACTORS:

CONTRACT TIME: 200 Working Days

BASIS OF AWARD

The award, if made, will be made to the lowest qualified bidder on the basis of published quantities.

The City hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprise will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color,or national origin in consideration for an award.

PLANS AND SPECIFICATIONS are on file in the Office of the City Clerk of the City of Hattiesburg, the Consulting Engineer's office and the Office of the State Aid Engineer, 412 E. Woodrow Wilson Avenue, Jackson, Mississippi. This project shall be constructed in accordance with the latest edition of the Mississippi Standard Specifications for State Aid Road and Bridge Construction.

PLANS AND PROPOSALS can be downloaded from Plan House Printing at www.hattiesburgmsbids.com. Electronic bids can be submitted at www.hattiesburgmsbids.com. For questions relating to the electronic bidding process, please call Plan House Printing at 601-336-6378.

All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi, made **payable to the City of Hattiesburg and the State of Mississippi**.

Bidders are hereby notified that any proposal accompanied by letters qualifying in any manner the condition under which the proposal is tendered will be considered an irregular bid and such proposal will not be considered in making the award.

Toby Barker, Mayor

City of Hattiesburg

# Memorandum

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

**From:**

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Request to remove invoice payable to Colony Construction in the amount of $80,704.28 from Routine Item #10, claims docket.**
**File Number: 2024-156**
**Minute Book #**

---

**Summary**

**Recommendation Statement**

Please place this on the May 7, 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* |

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: May 7,2024

RE: **Additional claims**

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

Thank you.

**ADDENDUM CLAIMS DOCKET**
**PERIOD ENDING APRIL 30, 2024**

| FUND | VENDOR | INVOICE NUMBER | PURCHASE ORDER | ITEM DESCRIPTION | CHECK DATE | CHECK NUMBER | CHECK AMOUNT |
|---|---|---|---|---|---|---|---|
| | COLONY CONSTRUCTION | | N/A | MIDTOWN GREEN PARK | 4/30/2024 | 302530 | -80,704.28 |
| | | | | | TOTAL | | -80,704.28 |

# Memorandum

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

**From:** **Lisa Luu Jolly**

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

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve the minutes for the April 15 & 16, 2024 meetings of the City Council.**
**File Number: 2024-148**
**Minute Book #**

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**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 May 7, 2024 City Council meeting for consideration.

**Published Agenda**

| Monday, April 15, 2024 | City Council | Council Chambers |
|---|---|---|
| 4:00 PM | Monday Meeting Agenda | 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**

**********

## Call to Order

BE IT REMEMBERED that the Hattiesburg City Council held a **public hearing at 4:00 p.m. Monday, April 15, 2024**, in Council Chambers at City Hall, for the 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.

Those present included Mayor Toby Barker (in at 4:02 p.m.) and members of the City Council Jeffrey George, Ward 1; Deborah Delgado, Ward 2; Carter Carroll, Ward 3; Dave Ware, Ward 4; and Nicholas Brown, Ward 5. Others in attendance included Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Clerk of Council, Ronda S. Kennedy; Deputy Clerk of Council, Lisa Luu Jolly; City staff members; media; and the public.

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

## 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.

Attachments: Appeal - 3.11.24 - George Pace with Cottages HOA
Staff Summary - Cottages of Turtle Creek
Image Sheet - Cottages of Turtle Creek Subdivision
Preliminary Plat for Cottages at Turtle Creek, Phase IV
Cottages Phase IV Application
Cottages IV parcel info
Cottages Phase IV Application Doc 3
Cottages Phase IV Application Doc 4

Exhibit A-1 - Letters of opposition from neighborhood -
Exhibit A-2 - Letter from homeowner Hurt submitted 3.6.24
Exhibit A-3 - Site plan from traffic study; submitted 3.6.24
Exhibit A-0 - Traffic Study submitted by applicant on 3/6/24
Exhibit A-1 - Portion of letter to P. Brantley submitted by applicant on 3/6/24
Exhibit A - The Cottages at Turtle Creek, Phase IV, submitted 4/15/24
Exhibit A1 - The Cottages at Turtle Creek, Phase IV, submitted 4/15/24
Exhibit A2 - The Cottages at Turtle Creek, Phase IV, submitted 4/15/24
Exhibit B - The Cottages at Turtle Creek, Phase IV, submitted 4/15/24

Nathan Satcher, Senior Planner, presented an overview of the case.

Attorney Richard Filce of Lowrey and Fortner, representing the Cottages of Turtle Creek, spoke on behalf of the appeal. Mr. Filce presented exhibits (attached) for the record.

Attorney Andrew Hatten of Bryan Nelson, representing Dennis Pierce, spoke on behalf of the preliminary plat. Mr. Hatten also presented exhibits (attached) for the record.

Council President George asked the public if there ware any citizens for or against the petition.

Residents of the Cottages Neighborhood Association attended.

- Richard Nuss, 138 Cottage Drive (for the petition)
- John Hurt, 109 Creek Side Manor (for the petition)
- Marsha Bilbo, 153 Cottage Drive (for the petition)
- Dennis Pierce, 23 Liberty Place (against the petition)
- Virgina Smith, 200 Tuscan Avenue

Council President George called on Mr. Filce for rebuttal.

By unanimous consent, Council President George **closed the public hearing at 5:29 p.m.**

## Agenda Review

Council President George proceeded with the Agenda Review at 5:33 p.m.

The Clerk of Council read aloud adjustments to the Agenda.

Add Policy Agenda #29 and #30 at the request of the Administration.

**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.

Attachments: COMSWIP Ph. IX Waiver Valuation Resolution

**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.

Attachments: NRCS 5306 Eminent Domain Resolution

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:

- Virgina Smith, 200 Tuscan Avenue

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 6:05 p.m., this 15th day of April, 2024**, by unanimous consent, until the 16th day of April, 2024.

**ATTEST:** **APPROVE:**

_____ _____

**Clerk of Council** **Council President**

**ATTEST AND CERTIFY:** **APPROVE:**

_____ _____

**City Clerk** **Mayor**

**********

**Published Agenda**

| | | |
|---|---|---|
| **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.

**4.** **2024-1119** 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.

**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**

**********

**Call to Order**

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, April 16, 2024**, in Council Chambers at City Hall; same being from a recessed meeting held on April 15, 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; 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 Malcolm Berch.

The Pledge of Allegiance was led by Kermas Eaton.

**Presentation Agenda**

The PRESENTATION AGENDA came before the Council.

Mayor Barker welcomed members of the Mayor's Youth Council.

There were no other presentations at this time.

**Agenda Adjustments**

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware Add Policy Items #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. |

Attachments: Resolution.SRFL
1273-W015.3_loan application

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

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

Nays: 0

THE MATTER OF THE AGENDA ORDER came before the Council.

**POLICY AGENDA**

The POLICY AGENDA came before the Council.

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

Attachments: 04-01-2024 PH, AR Mins.
04-02-2024 Mins.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve the minutes for the April 1 & 2, 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, Carroll, Ware and Brown

Nays: 0

**2.** **2024-101** *[TABLED]* 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).

Attachments: Appeal - 3.11.24 - George Pace with Cottages HOA
Staff Summary - Cottages of Turtle Creek
Image Sheet - Cottages of Turtle Creek Subdivision
Preliminary Plat for Cottages at Turtle Creek, Phase IV
Cottages Phase IV Application
Cottages IV parcel info
Cottages Phase IV Application Doc 3
Cottages Phase IV Application Doc 4
Exhibit A-1 - Letters of opposition from neighborhood -
Exhibit A-2 - Letter from homeowner Hurt submitted 3.6.24
Exhibit A-3 - Site plan from traffic study; submitted 3.6.24
Exhibit A-0 - Traffic Study submitted by applicant on 3/6/24
Exhibit A-1 - Portion of letter to P. Brantley submitted by applicant on 3/6/24
Exhibit A - The Cottages at Turtle Creek, Phase IV, submitted 4/15/24
Exhibit A1 - The Cottages at Turtle Creek, Phase IV, submitted 4/15/24
Exhibit A2 - The Cottages at Turtle Creek, Phase IV, submitted 4/15/24
Exhibit B - The Cottages at Turtle Creek, Phase IV, submitted 4/15/24

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to TABLE a preliminary plat for a Major Subdivision as an extension of The Cottages of Turtle Creek, located on Methodist Boulevard until the next Council meeting (May 6) so the Council can review the added exhibits from the attorneys.

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

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

Nays: 0

**3.** **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, Carroll, Ware and Brown

Nays: 0

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt an Ordinance (#3343) 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, Carroll, Ware and Brown

Nays: 0

**4.** **2024-1119** 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.

Attachments: B 01 Staff Summary - Vintage Springs Subdivision
B 02 Image Sheet - Vintage Springs Subdivision
PH Application
Preliminary Plat
Covenants
As Built Plan Set - Vintage Springs
Title Abstract
Warranty Deed
Warranty Deed, Corr
Vintage Springs Phase 3 - Draft Plat
MINUTES APRIL HPC

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve the preliminary plat for a major subdivision for a property located at 100 South Founders Way.

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

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

Nays: 0

**5.** **2024-1118** *[TABLED]* 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.

Attachments: Staff Summary
Image Sheet
Pre-App Notes
PH Application _Bruce - STAFF
Warranty Deed
MINUTES APRIL HPC

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to TABLE a petition filed by Tina Bruce to request a conditional use request for a "Group Care Facility" for a property located at 1306 Hardy Street until the next Council meeting (May 6) to address some concerns.

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

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

Nays: 0

**6.** **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.

Attachments: C 1 01 Staff Summary - WC C1
C 1 02 Image Sheet - WC 1
Public Hearing Application
Ordinance - WCU - 1 - (13777, 13779, 13776, 13787, and 13785)
MINUTES APRIL HPC

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt an Ordinance (#3344) to rezone properties located at 1506 and 1508 ½ Cherry St from R-2 to R-3.

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

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

Nays: 0

**7.** **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.

Attachments: C 2 01 Staff Summary - WC C2
C 2 02 Image Sheet - WC 2
PH Application
Ordinance - WCU - 2 - (13715)
MINUTES APRIL HPC

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt an Ordinance (#3345); request to rezone a property located at 1412 Cherry St from R-2 to R-3.

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

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

Nays: 0

**8.** **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.

Attachments: C 3 01 Staff Summary - WC C3
C 3 02 Image Sheet - WC 3
Public Hearing Application
Ordinance - WCU - 3 - 13713
MINUTES APRIL HPC

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt an Ordinance (#3346); a request to rezone a property located at 1406 Cherry St from R-2 to R-3.

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

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

Nays: 0

**9.** **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.

Attachments: C 4 01 Staff Summary - WC C4
C 4 02 Image Sheet - WC 4
Public Hearing Application
Ordinance - WCU - 4 (13656, 13648, 13647)
MINUTES APRIL HPC

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt an Ordinance (#3347); a request to rezone a property located at the intersection of Franklin Street and Magnolia Avenue from R-1A and R-1C to R-3.

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

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

Nays: 0

**10.** **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).

Attachments: C 5 01 Staff Summary - WC C5
C 5 02 Image Sheet - WC 5
Public Hearing Application
Ordinance - WCU - 5 - (13651, 13652, 13655, 13653, and 13654)
MINUTES APRIL HPC

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt an Ordinance (#3348); a request to rezone properties located at the intersection of Cherry Avenue and Tuscan Ave from R-1C and R-2 to R-3.

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

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

Nays: 0

**11.** **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.

Attachments: ORD-amend Ordinance 3210 alcoholic beverages 4.16.24
Layout

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt an Ordinance (#3349) 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.

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

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

Nays: 0

**12.** **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.

Attachments: MDB City of Hattiesburg, MS General Obligation Bonds 2024 (UW GO) - City No Protest_Bond Sales Parameter Resolution (4_16_24 mtg
MDB City of Hattiesburg, MS General Obligation Bond (GO, UW) (247530) - Form of Indenture of Trust
MDB City of Hattiesburg, MS General Obligation Bonds 2024 (GO, UW) (247530) - Form of City Bond Purchase Agreement
MDB City of Hattiesburg General Obligation Bonds (GO, UW 2024) (247530) - MDB Bond Purchase Agreement
MDB City of Hattiesburg, MS General Obligation Bonds (GO) 2024 (247530) - Form of POS v3
MDB_City of Hattiesburg, MS General Obligation Bonds 2024 (GO, Placement) (247530) - Form of Private Placement Agreement
Proof of Publication 2024 GO Bond

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt No Protest/Bond and Sales Parameter Resolution (#2024-24) 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.

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

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

Nays: 0

**13.** **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.

Attachments: allen deed
25271 title opin allen 092423
25271 offer ltr 022724 allen
3422 W Adeline - Hattiesburg
Resolution - Allen - PPIN 25271

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt Resolution (#2024-25) 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.

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

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

Nays: 0

**14.** **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.

Attachments: Notice of Final Settlement - Water Plant #1 Phase 1 Closeout
Hemphill Construction App #11 with Closing Documents

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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.

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

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

Nays: 0

**15.** **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.

Attachments: MS Power William Carey Pkwy Upgrade

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

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

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

Nays: 0

**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.

Attachments: HALL AVENUE EAST CHANGE ORDER NO. 2 TIME EXTENSION
Change Order #2 with R&J Construction, Inc., for Hall Avenue East Project

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to 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.

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

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

Nays: 0

**17.** **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.

Attachments: HPD Service Agreement 12 days a year proposal 2
Power of MS Contract Signed

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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.

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

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

Nays: 0

**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.

Attachments: 2024 Partnered Event Funding MOU

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to 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.

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

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

Nays: 0

**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.

Attachments: YMCA Contract

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to 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.

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

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

Nays: 0

**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.

Attachments: City of Hattiesburg SWC#609

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to 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.

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

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

Nays: 0

**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.

Attachments: Complete Environmental RWTA Contract 2024

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to 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.

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

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

Nays: 0

**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.

Attachments: BIS Maintenance Agreement for DCR 2024

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to 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.

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

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

Nays: 0

**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.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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. .

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

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

Nays: 0

**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.

Attachments: LIA Grant Services Scope of Work - Bobby Chain Terminal Expansion - DCIP FY24

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve Engagement of Local Impact Analytics in the submission of the Chain Municipal Airport Terminal Expansion Project-DCIP grant, as per attached scope.

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

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

Nays: 0

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

Attachments: LIA Grant Services Scope of Work - Hattiesburg - CRISI FY23-FY24

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve Engagement of Local Impact Analytics in the submission of the CRISI FY23-24 grant, as per attached scope.

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

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

Nays: 0

**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.

Attachments: FY24 Letterhead- Firehouse Subs grant abstract signed
Stamped Two Quote
Firehouse Subs 24 Budget Narrative

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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.

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

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

Nays: 0

**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.

Attachments: Sole Source Letter Chief Sims
Stalker radar quote
Stalker Radar DSR Sole Source letter

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to 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.

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

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

Nays: 0

**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.

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to 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.

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

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

Nays: 0

**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.

Attachments: COMSWIP Ph. IX Waiver Valuation Resolution

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt Resolution (#2024-26)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.

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

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

Nays: 0

**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.

Attachments: NRCS 5306 Eminent Domain Resolution

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt Resolution (#2024-27) Authorizing City Attorney to initiate eminent domain proceedings to acquire certain real property requires in connection with NRCS EWPP Project No. 5306.

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

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

Nays: 0

**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.

Attachments: Resolution.SRFL
1273-W015.3_loan application

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

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

Nays: 0

**ROUTINE AGENDA**

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

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

Attachments: Memo from Ronnie Perkins
Opterra
Edko
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.

Attachments: Memo from Charles Page
Bid Tab- Hattiesburg Grapple Truck and Refuse Truck 4-4-24

**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.

Attachments: Bid Tab- Hattiesburg Grapple Truck and Refuse Truck 4-4-24
Memo from Charles Page

**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.

Attachments: CoH HOME-ARP RFP_04162024
RFP_HOME-ARP_NCS_042024

**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

Attachments: 2022 CAPER_FINAL

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

Attachments: Memo's (04-16-2024)
Receipts (04-16-2024)
Deeds (04-16-2024)

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

**In Memoriam:**

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

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

**Meeting Adjourn**

Council President George declared the **meeting adjourned at 5:20 p.m., this 16th day of April, 2024**, by unanimous consent, until the 6th day of May, 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, May 7, 2024**

**Re:** **Take from the Table; 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 #**

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**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 May 7, 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<br>(Appeals must be made within ten consecutive days of the recommendation) |
| Name of Property Owner/Petitioner:<br>HOME OWNERS ASSOCIATION COTTAGES OF TURTLE CREEK |
| Name of Person Requesting Appeal Hearing:<br>GEORGE W PACE - PRESIDENT |
| Mailing Address of Person Requesting Appeal Hearing:<br>140 COTTAGE DRIVE |
| Address of Petitioned Property:<br>~~LOT~~ 101 COTTAGE DRIVE |
| Petitioner's Request of the Planning Commission or Board of Adjustments:<br>~~X~~ APPROVAL OF<br>~~X~~ OR GIVING PLAT OF THE COTTAGES OF TURTLE CREEK PHASE IV |
| Planning Commission or Board of Adjustment's Recommendation:<br>*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**

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**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 |

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**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

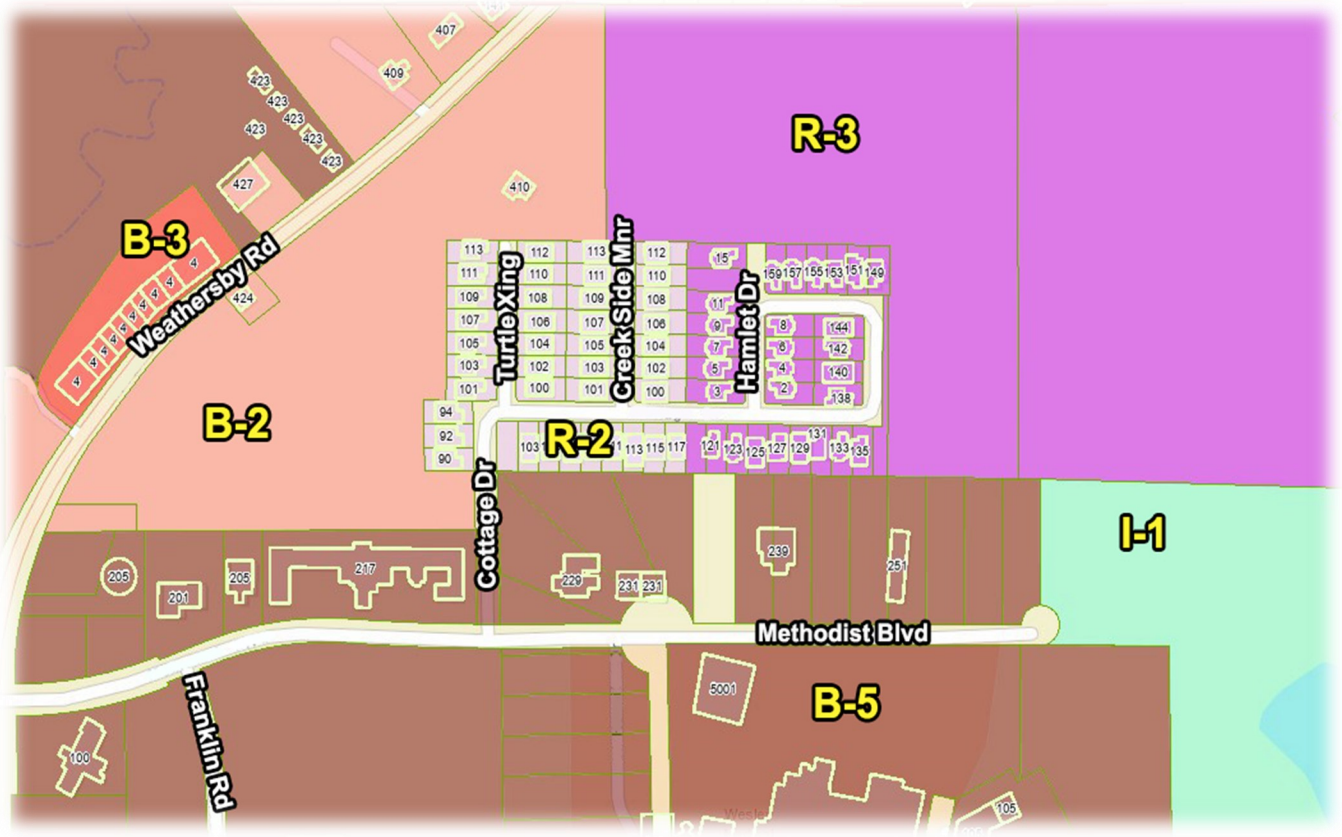
The petitioner requests approval for approval for a preliminary plat for a major subdivision as an extension of The Cottages of Turtle Creek, located on Methodist Boulevard in Lamar County. The extension will be known as "Cottages at Turtle Creek: Phase IV", located in Lamar County, Ward 3. (PPIN 7898, 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

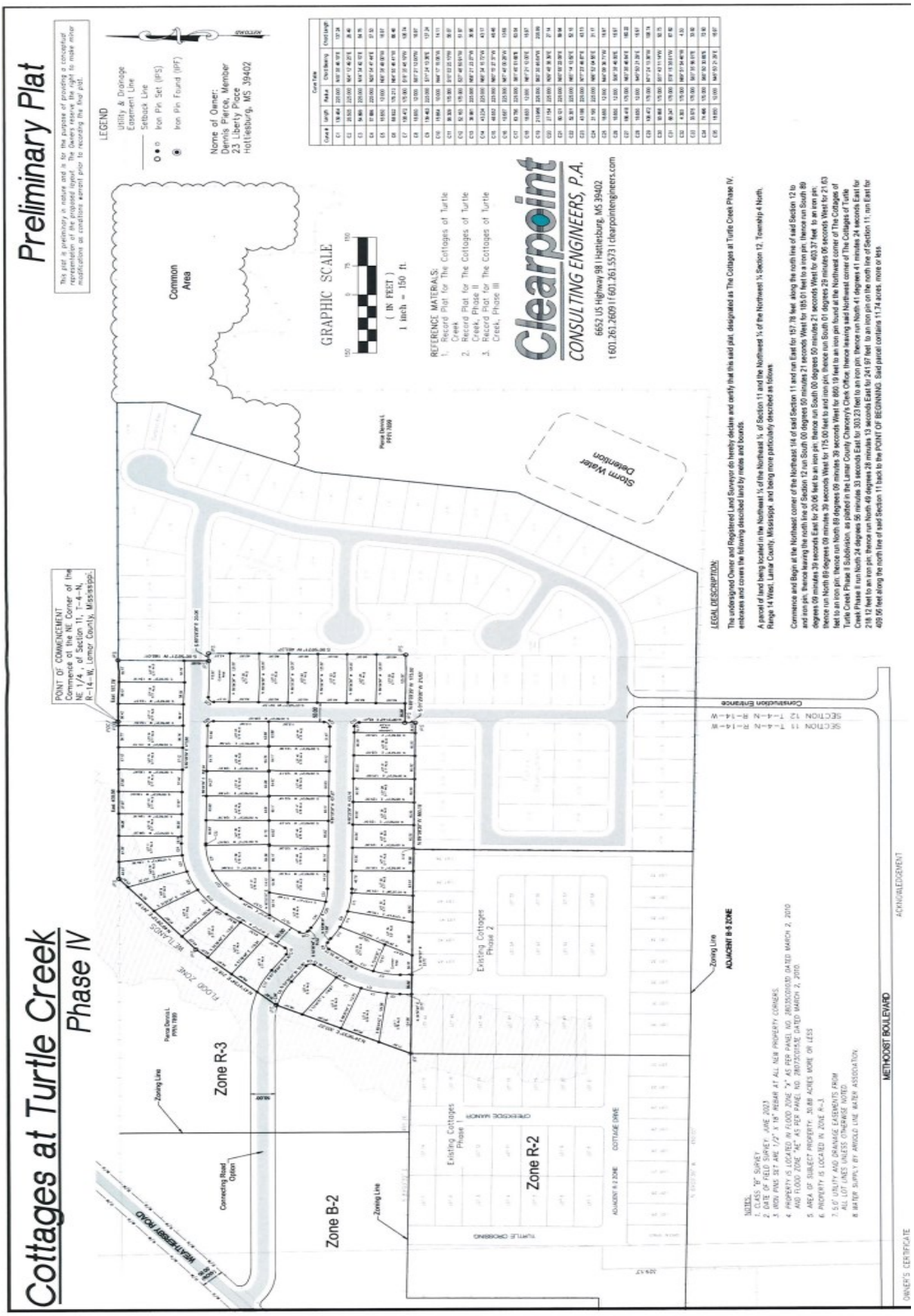








# Preliminary Plat



# 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 |
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| C185 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C186 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C187 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C188 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C189 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C190 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C191 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C192 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C193 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C194 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C195 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C196 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C197 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C198 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C199 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C200 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C201 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C202 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C203 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C204 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C205 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C206 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C207 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C208 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C209 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C210 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C211 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C212 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C213 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C214 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C215 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C216 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C217 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C218 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C219 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C220 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C221 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C222 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C223 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C224 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C225 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C226 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C227 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C228 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C229 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C230 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C231 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C232 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C233 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C234 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C235 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C236 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C237 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C238 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C239 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C240 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C241 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C242 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C243 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C244 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C245 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C246 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C247 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C248 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C249 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C250 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C251 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C252 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C253 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C254 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C255 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C256 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C257 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C258 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C259 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C260 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C261 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C262 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C263 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C264 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C265 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C266 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C267 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C268 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C269 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C270 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C271 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C272 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C273 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C274 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C275 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C276 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C277 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C278 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C279 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C280 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C281 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C282 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C283 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C284 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C285 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C286 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C287 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C288 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C289 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C290 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C291 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C292 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C293 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C294 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C295 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C296 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
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| C298 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C299 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
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| C307 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C308 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C309 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C310 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C311 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C312 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C313 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C314 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C315 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C316 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C317 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C318 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C319 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C320 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C321 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C322 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C323 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C324 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C325 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C326 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C327 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C328 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C329 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C330 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C331 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C332 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C333 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C334 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C335 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
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| C338 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C339 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C340 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C341 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
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| C343 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C344 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C345 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C346 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C347 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C348 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C349 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
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| C352 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C353 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C354 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C355 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C356 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C357 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C358 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C359 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C360 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C361 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C362 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C363 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C364 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C365 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C366 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C367 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C368 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C369 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C370 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C371 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C372 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C373 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C374 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C375 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C376 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C377 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C378 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C379 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C380 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C381 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C382 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C383 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C384 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C385 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C386 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C387 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C388 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C389 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C390 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C391 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C392 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C393 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C394 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C395 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C396 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C397 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C398 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C399 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C400 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C401 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C402 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C403 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C404 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C405 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C406 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C407 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C408 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C409 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C410 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C411 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C412 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C413 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C414 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C415 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C416 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C417 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C418 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C419 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C420 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C421 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C422 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C423 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C424 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C425 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C426 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C427 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C428 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C429 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C430 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C431 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C432 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C433 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C434 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C435 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C436 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C437 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C438 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C439 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C440 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C441 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C442 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C443 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C444 | 39.58 | 17.66 | N51°23'51.09"W | 34.07 |
| C445 | 9.80 | 350 | N51°13'09.75"E | 9.80 |
| C446

*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

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**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

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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.

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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 |
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# Hattiesburg Planning Commission

**Jackie Dole Sherrill Community Center**

**September 6, 2023**

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Thank you for your attention to our concerns.

Cottages of Turtle Creek Homeowners unable to attend,

| | |
|---|---|
| Marsha Harder | 110 Turtle Crossing |
| Margaret Blair | 107 Turtle Crossing |
| Jerry Buckley | 103 Cottage Drive |
| Linda Williams | 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 S. Curry | 113 Cottage Drive |
| Jerry C. Jones | 155 Cottage Drive |
| Betty Thomas | 113 Cottage Dr. |

| | |
|---|---|
| Alan L. Sorenson 4 Hamlett | Attorneys To 2 Hamlett Dr. |
| Jay E. Sorenson 4 Hamlett | Janice H. Jan-Sue " " |
| Barry M. Wilson | 15 Hamlett |
| Roger L. Smith | 9 Hamlett |
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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.

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## 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, $\alpha$ 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 |

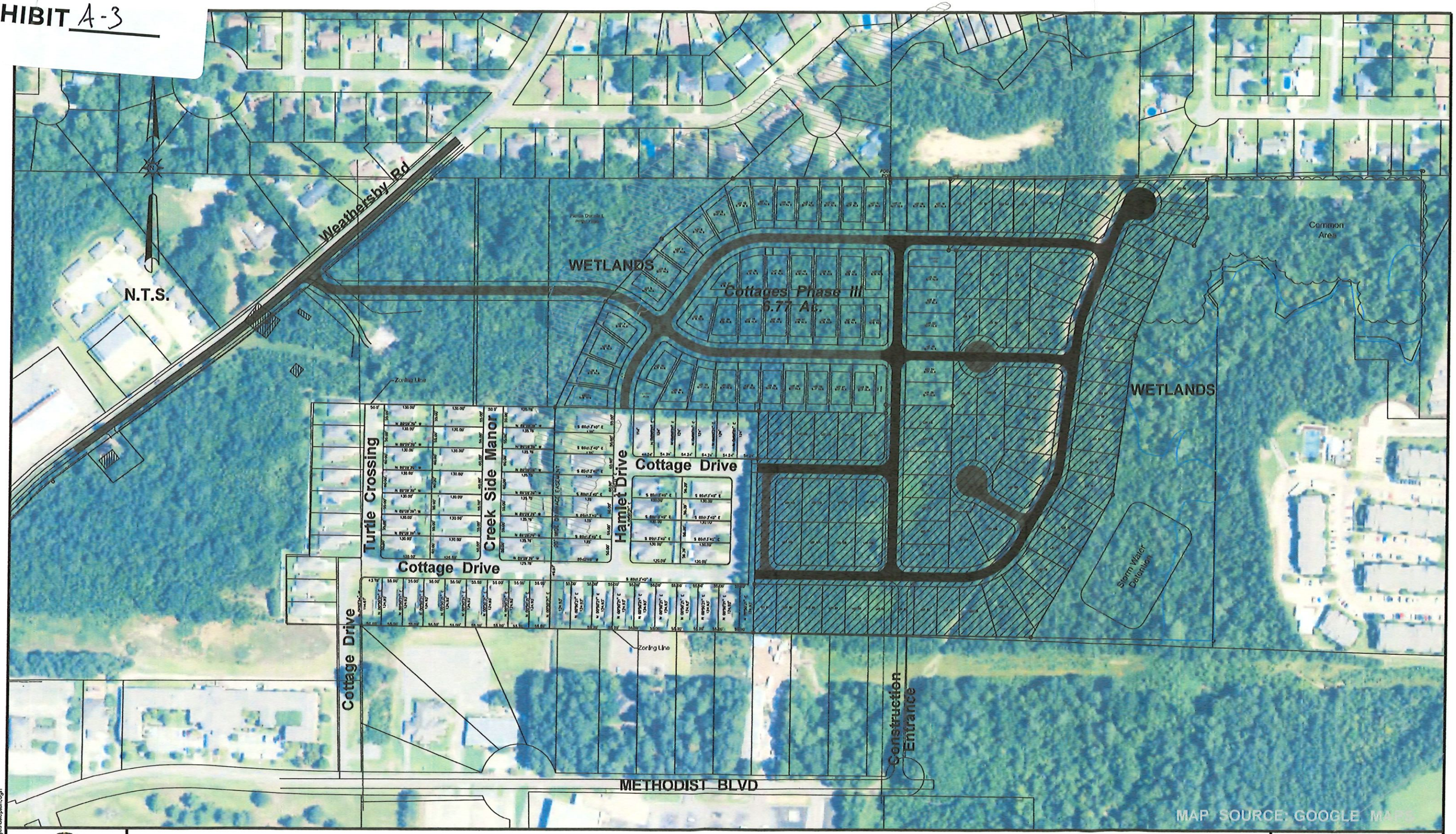
(E = Phase IV traffic increase x 2.1%)

| *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.

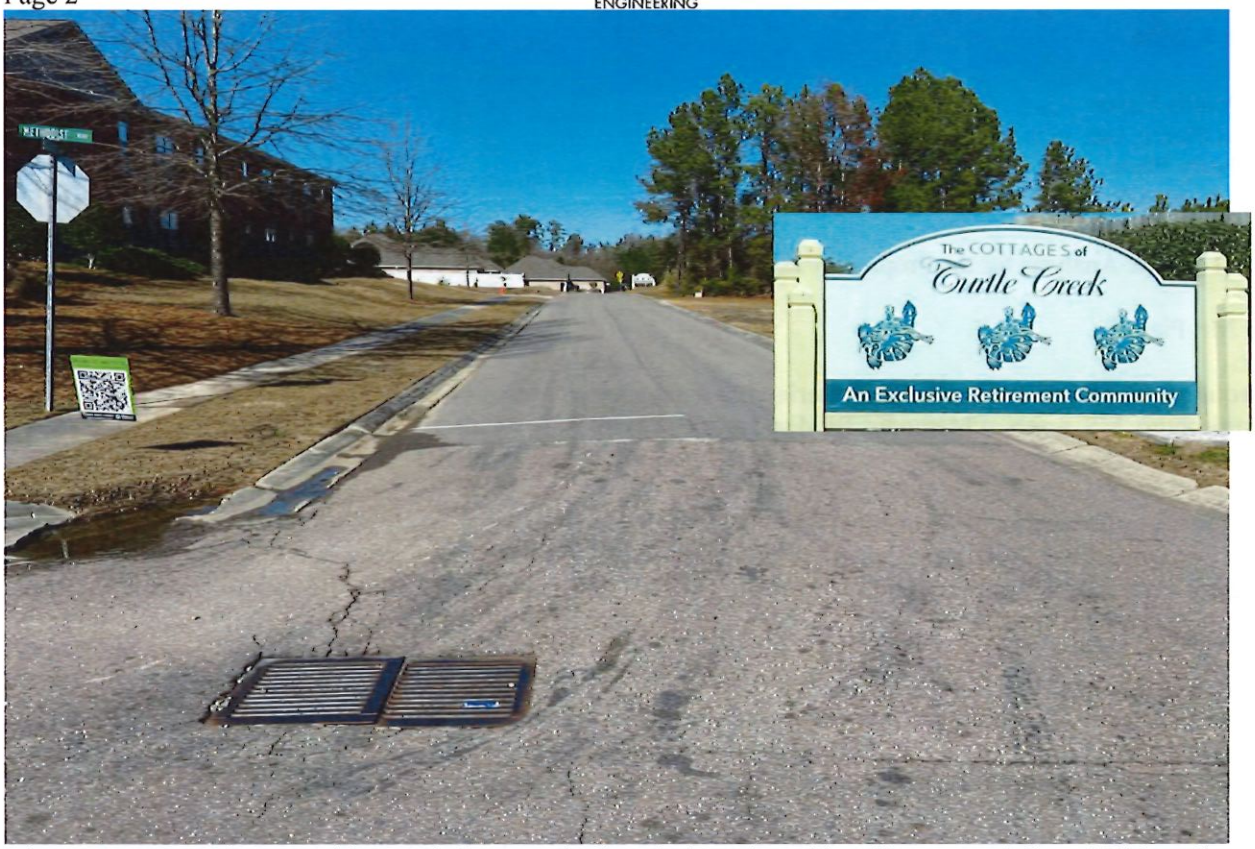
**Existing Conditions**

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.

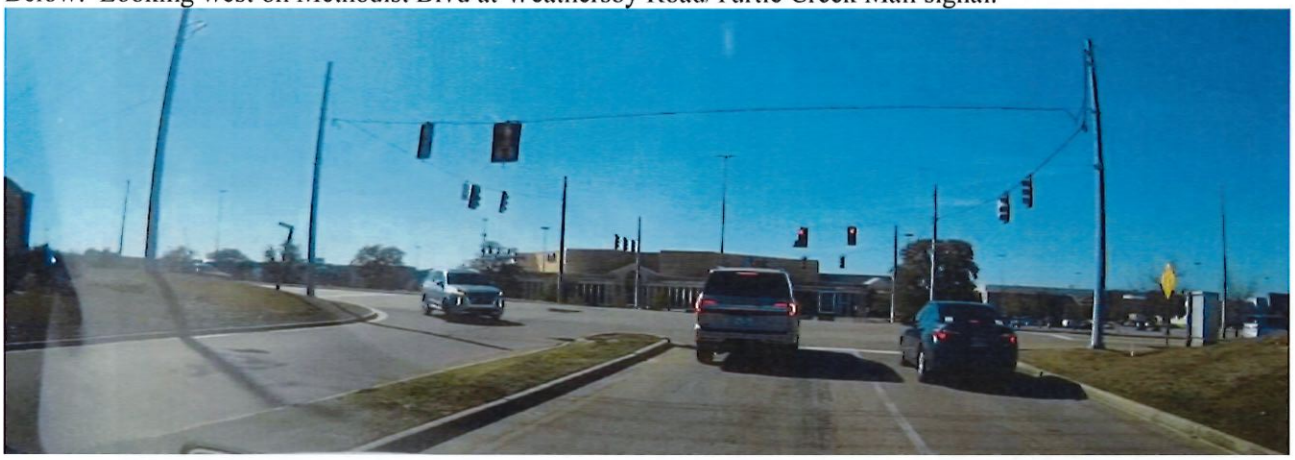


Above: Looking north on Weathersby Road at N. Mall Entrance/transition to 2-lanes.
Below: Looking south on Weathersby Road at Methodist Blvd signalized intersection.





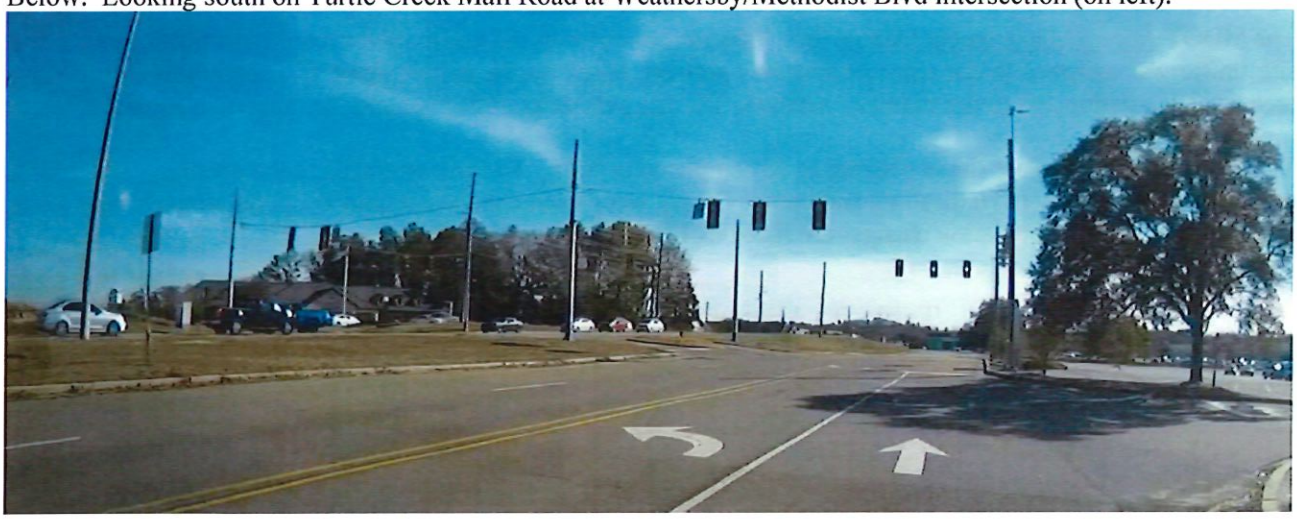

Above: Looking north on Weathersby Road toward Methodist Blvd signal.
Below: Looking west on Methodist Blvd at Weathersby Road/Turtle Creek Mall signal.



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.

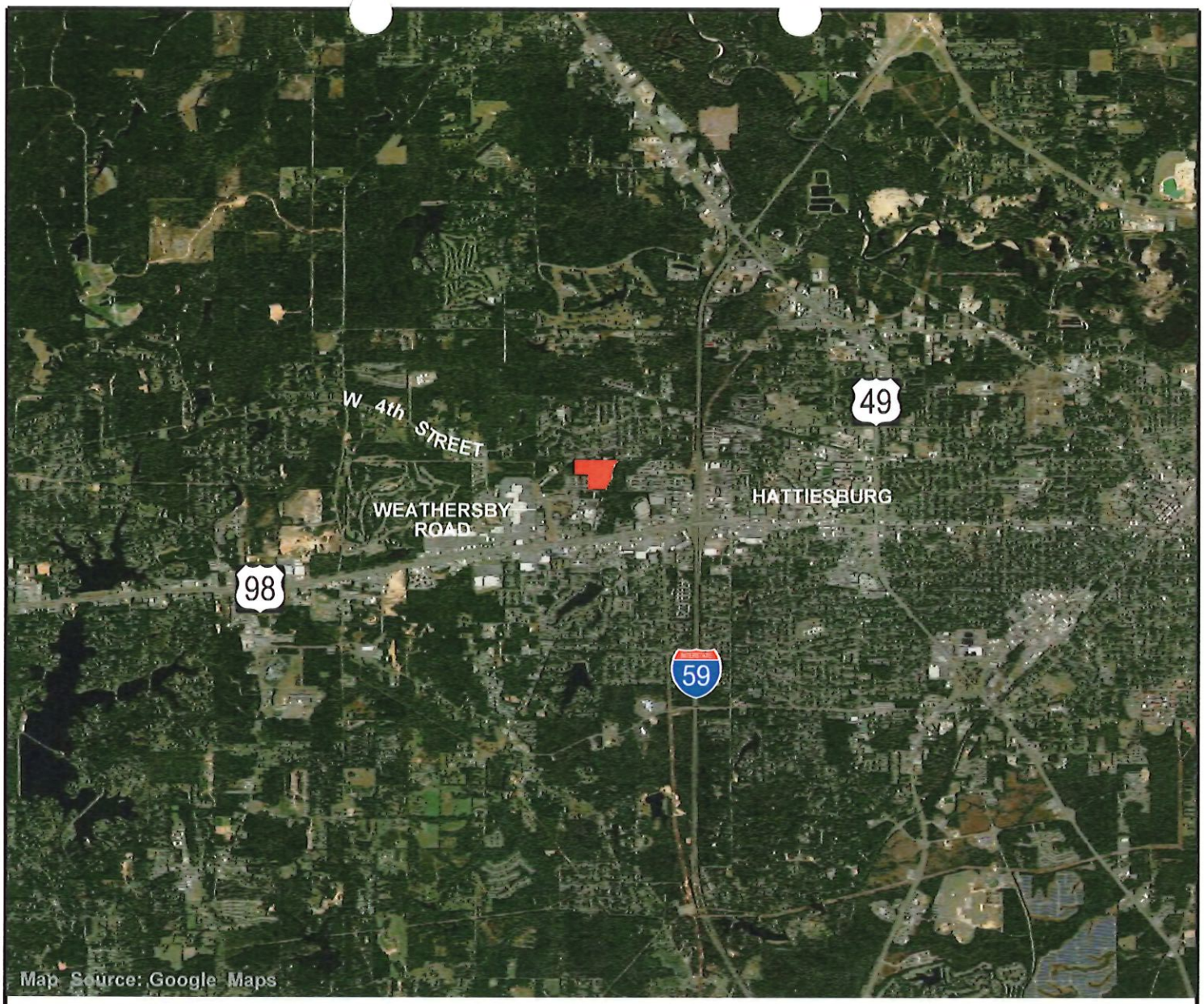
Sincerely,

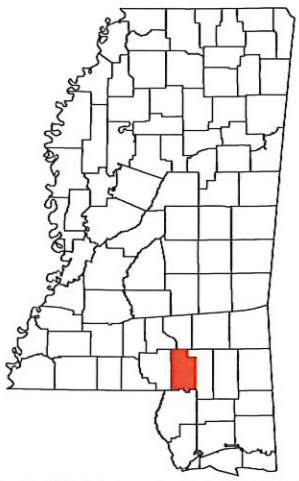
Kiser Traffic and Engineering, LLC

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

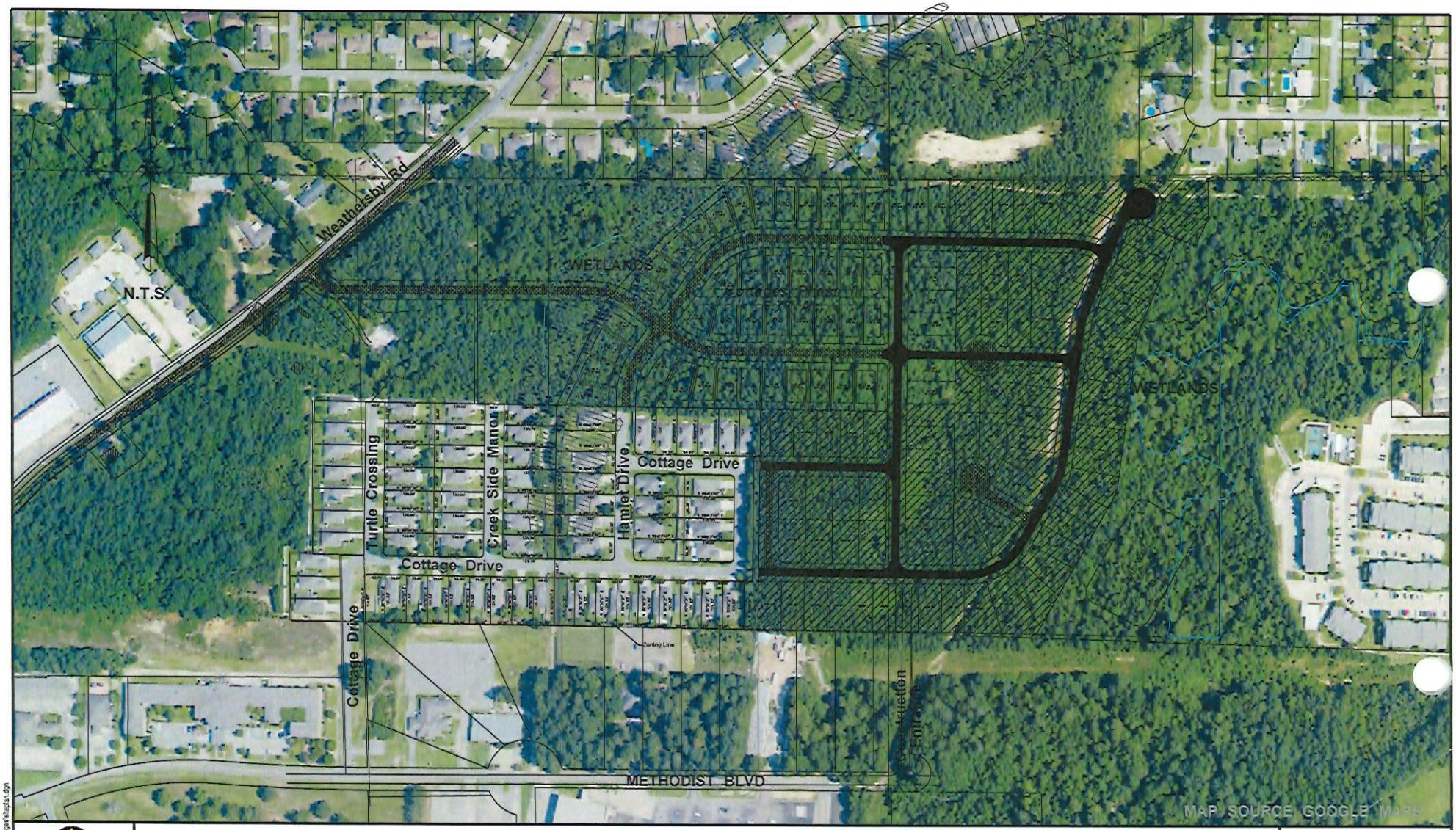
N.T.S.

KISER TRAFFIC AND ENGINEERING

# VICINITY MAP

FIGURE 1

C:\Kiser\CADD\#227 Cottages\vicinity.dgn

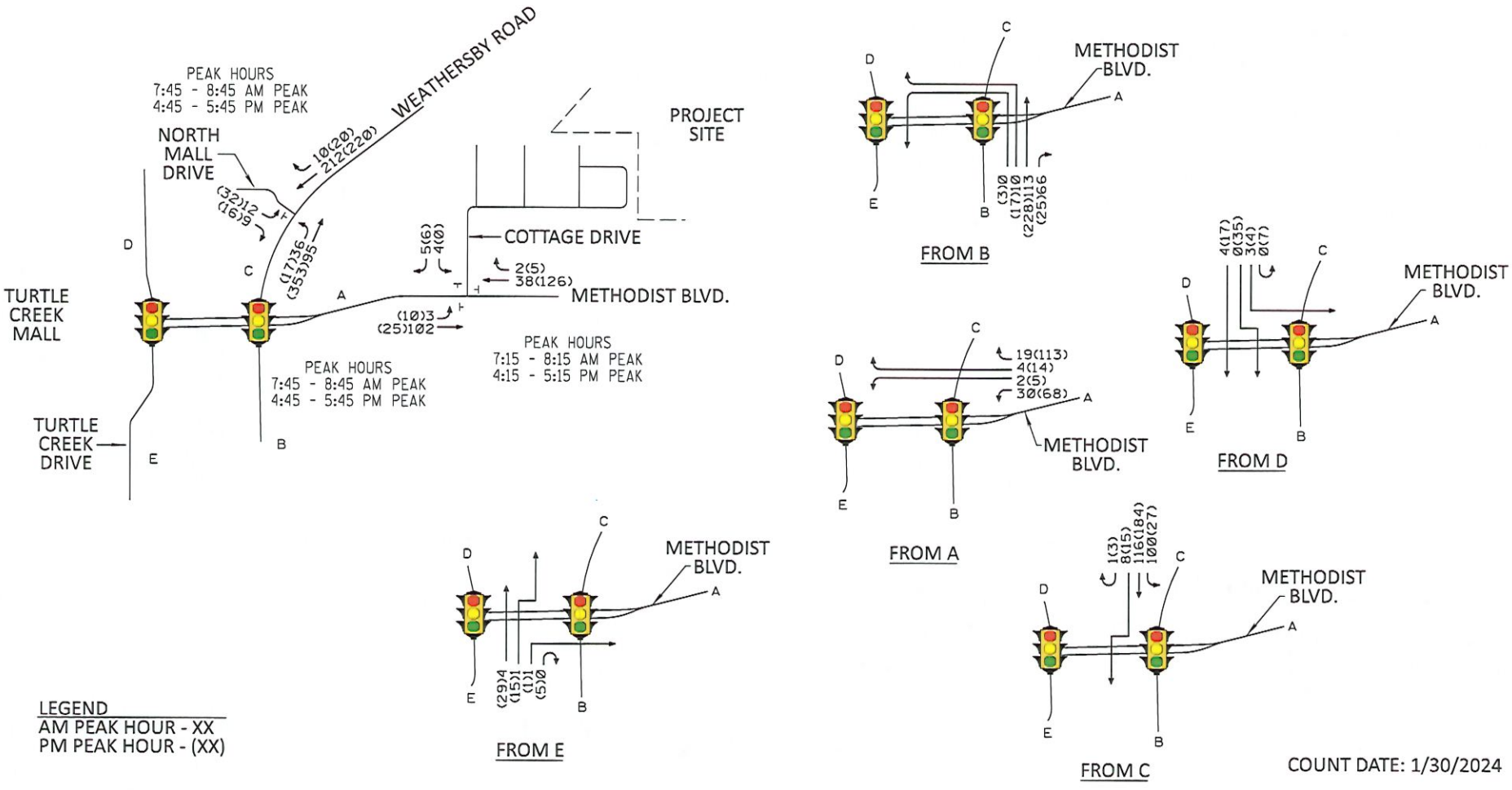



KISER TRAFFIC AND ENGINEERING

SITE PLAN

FIGURE 2

C:\Kiser\CADD\#221 Cottages\Sheet1.dgn



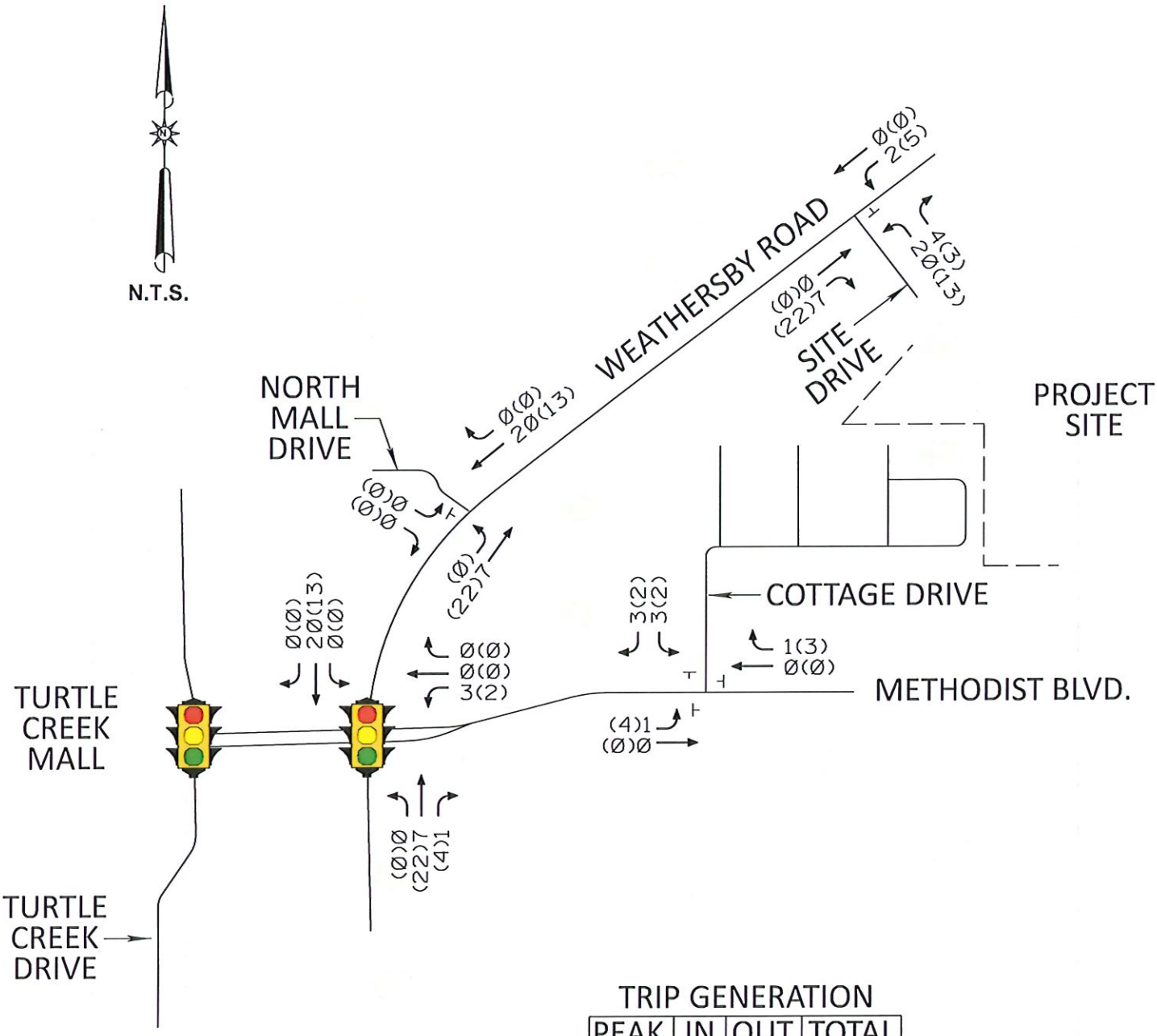

COUNT DATE: 1/30/2024

KISER TRAFFIC AND ENGINEERING

# YEAR 2024 EXISTING TRAFFIC

FIGURE 3

C:\Kiser\CADD\4227 Cottages\Autodesk\graffic.dgn




TRIP GENERATION

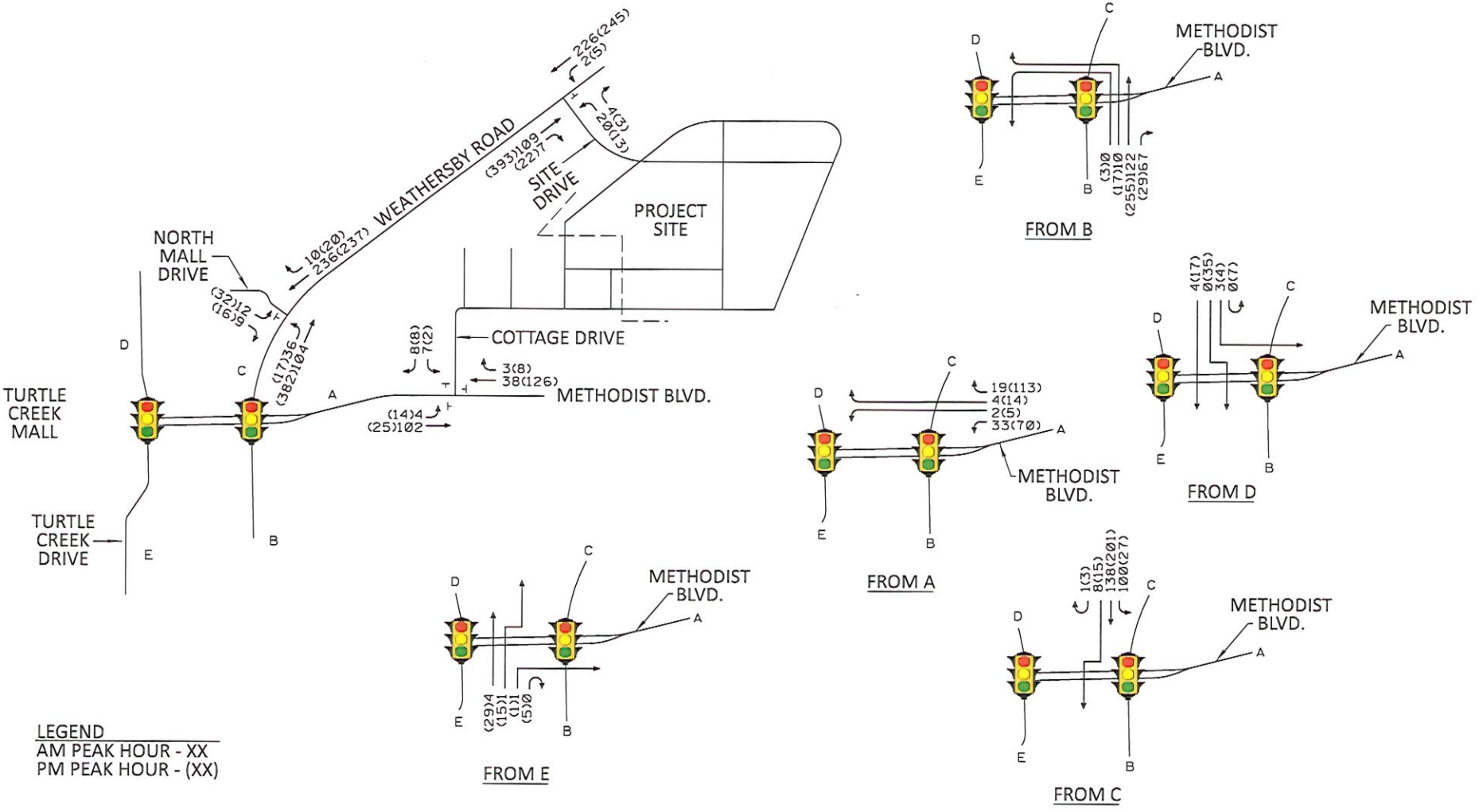
| PEAK | IN | OUT | TOTAL |
|---|---|---|---|
| AM | 11 | 30 | 41 |
| PM | 34 | 20 | 54 |

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

C:\Kiser\CAD\4227 Cottages\Xs\alltraffic.dgn

**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

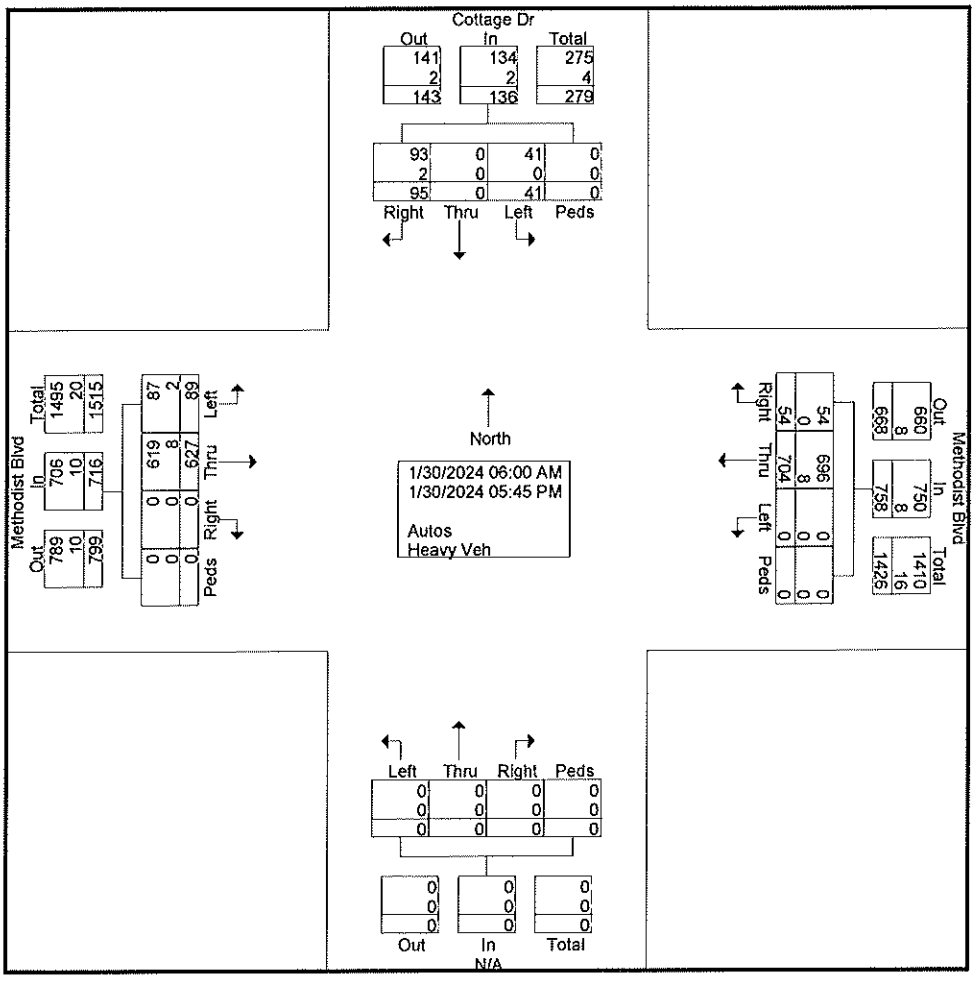
Groups Printed- Autos - Heavy Veh

| | 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 |

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

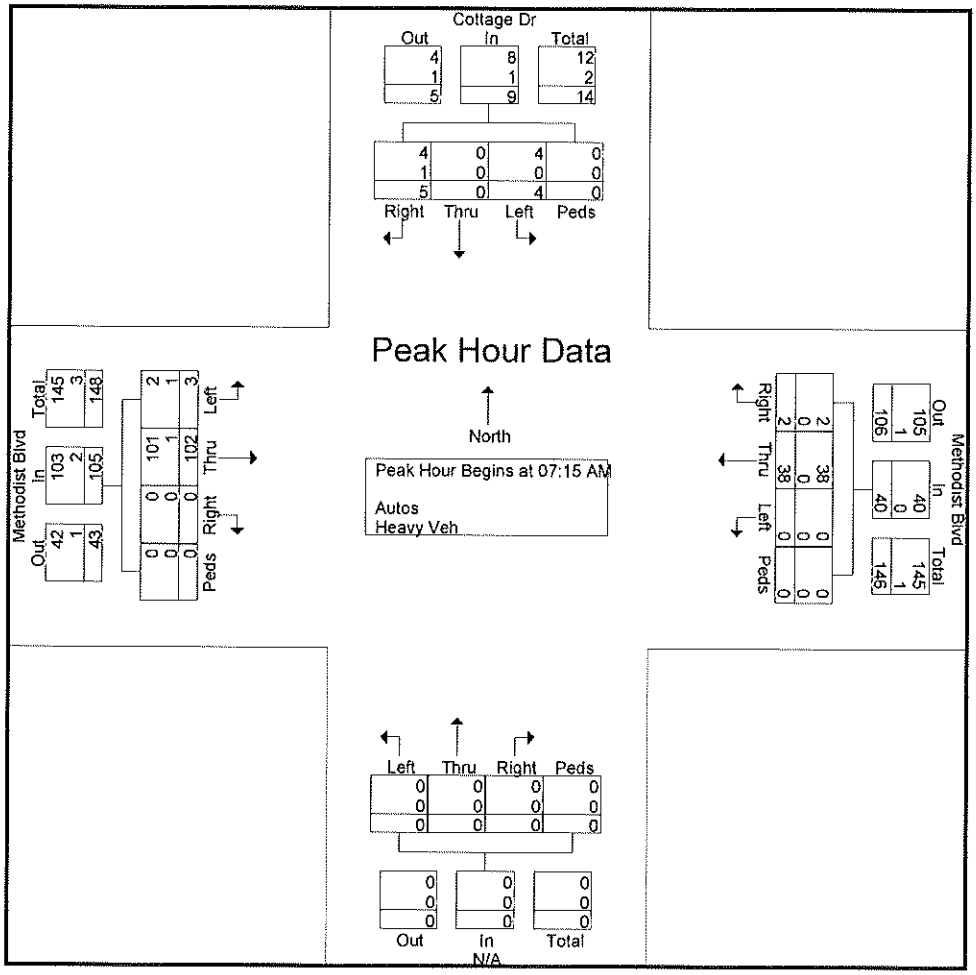


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Intersection: Cottage Dr-Methodist Blvd
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File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 4

| | 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 |

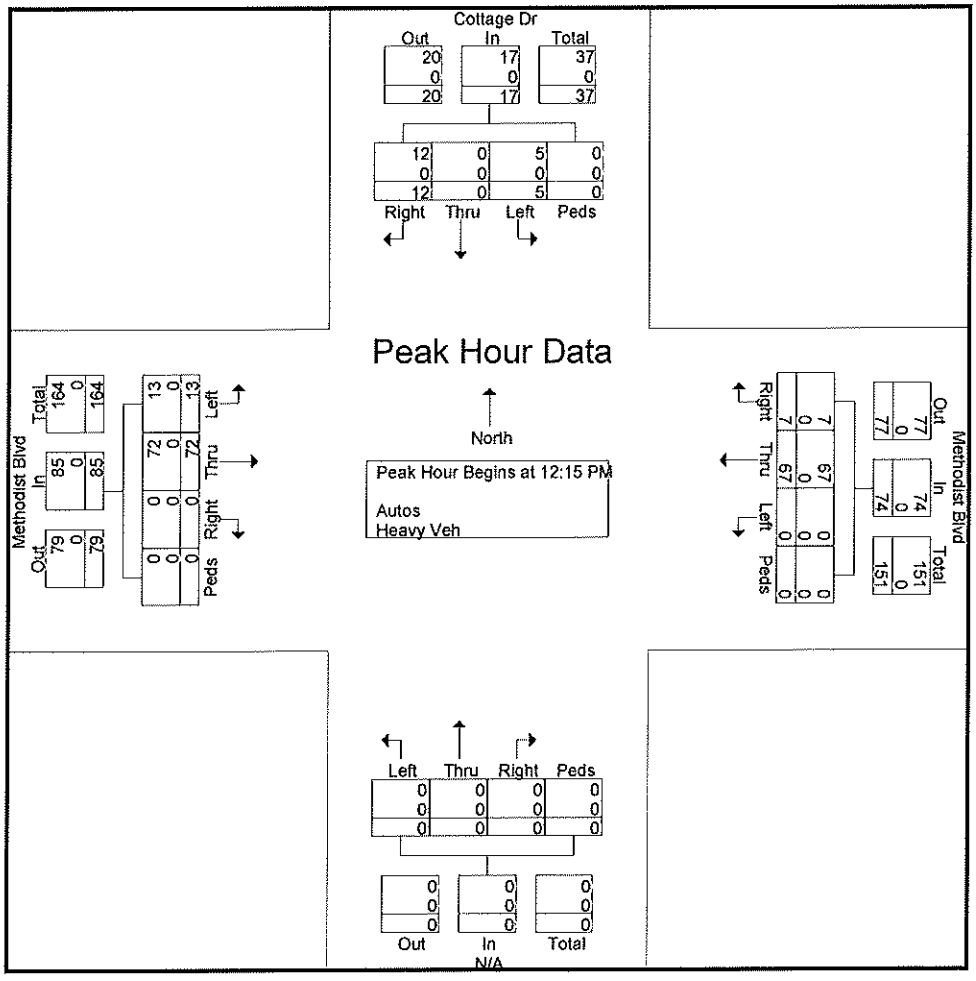


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

Intersection: Cottage Dr-Methodist Blvd
Counter: Spack (Video)
County/State: Hattiesburg/MS
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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 |

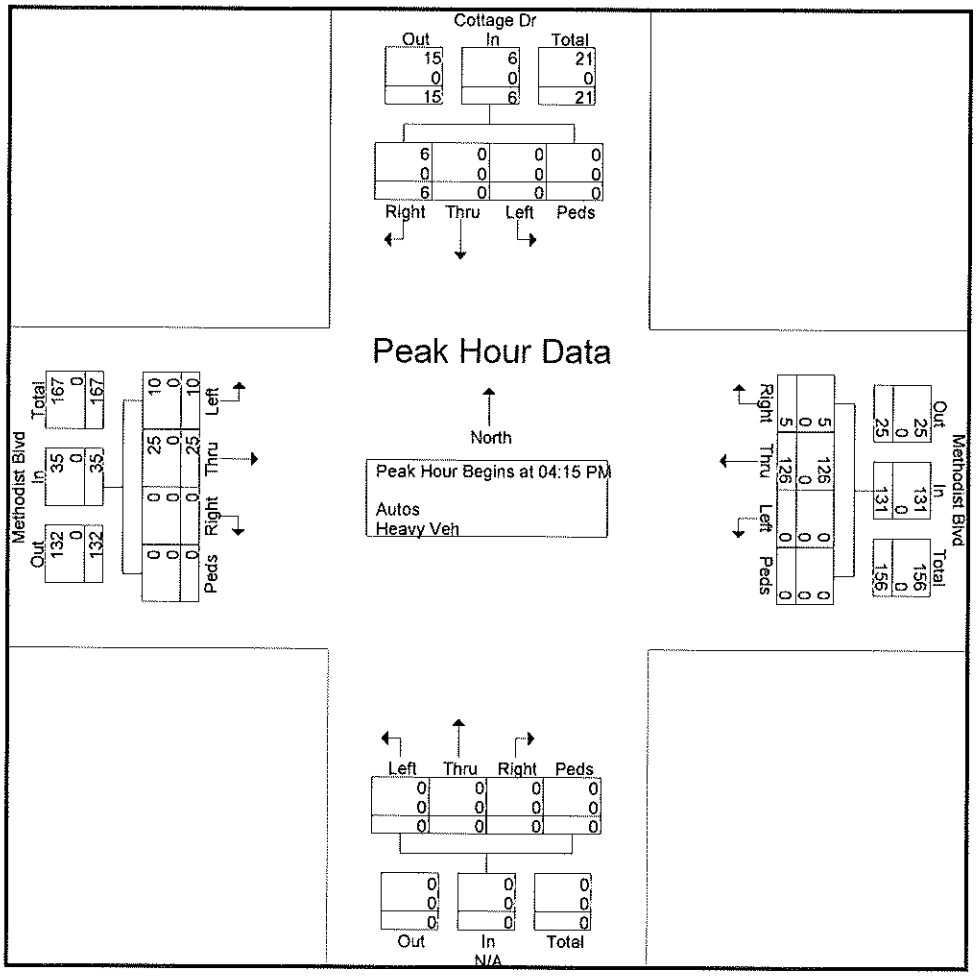


Kiser Traffic and Engineering, LLC
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Intersection: Cottage Dr-Methodist Blvd
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File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 6

| | 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 |



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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
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Intersection: Old 63/Walmart S Dr
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File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 2

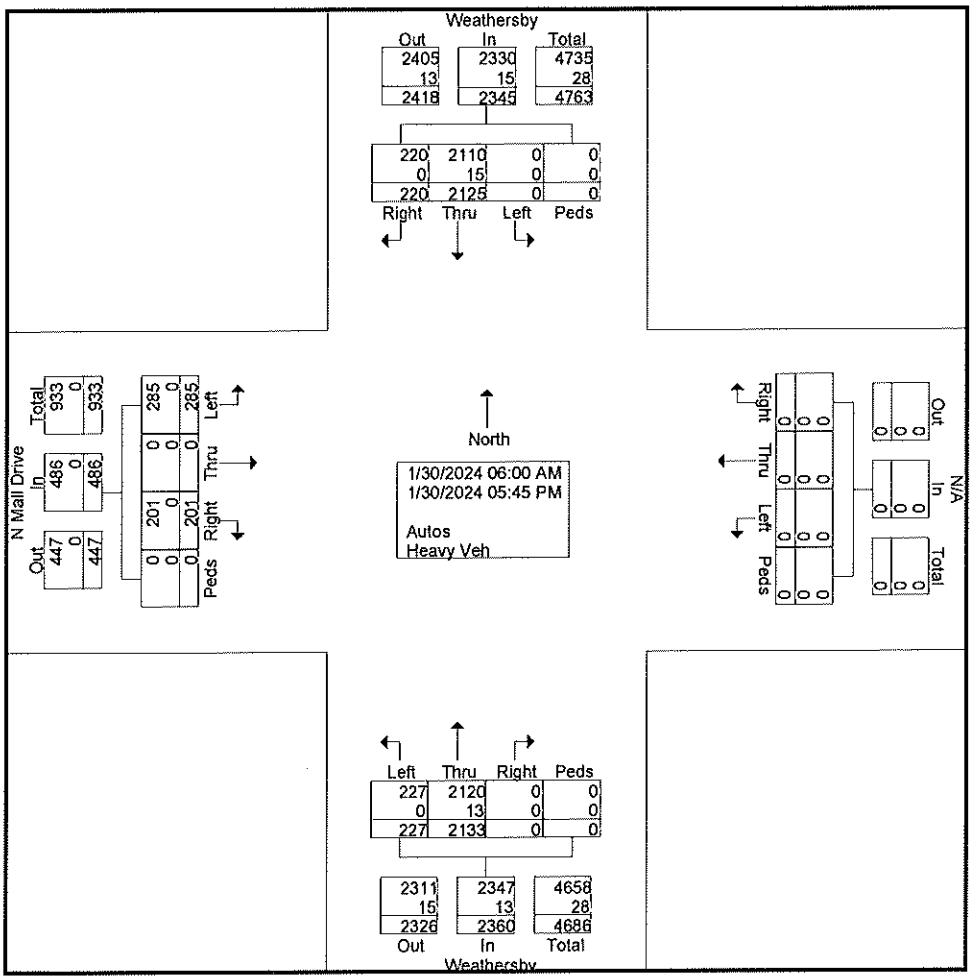
Groups Printed- Autos - Heavy Veh

| | 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 |

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Intersection: Old 63/Walmart S Dr
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File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024

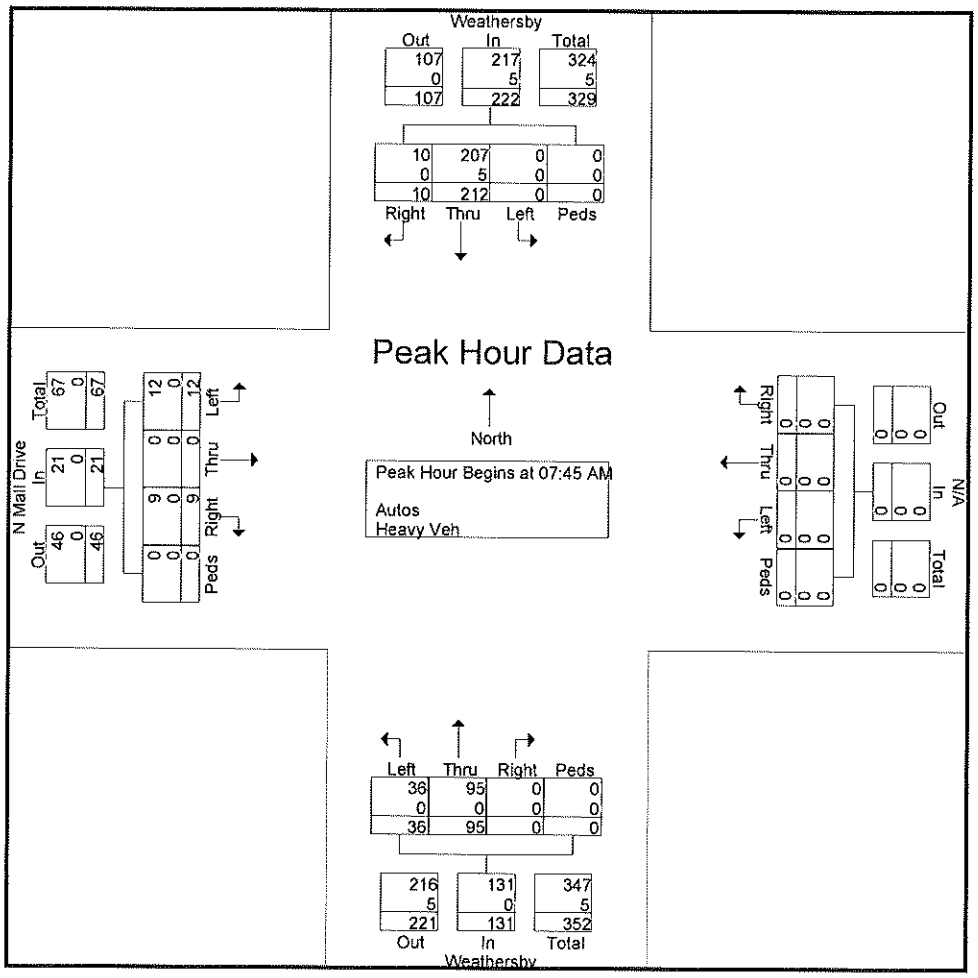



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Site Code : 00000000
Start Date : 1/30/2024
Page No : 4

| | 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 |

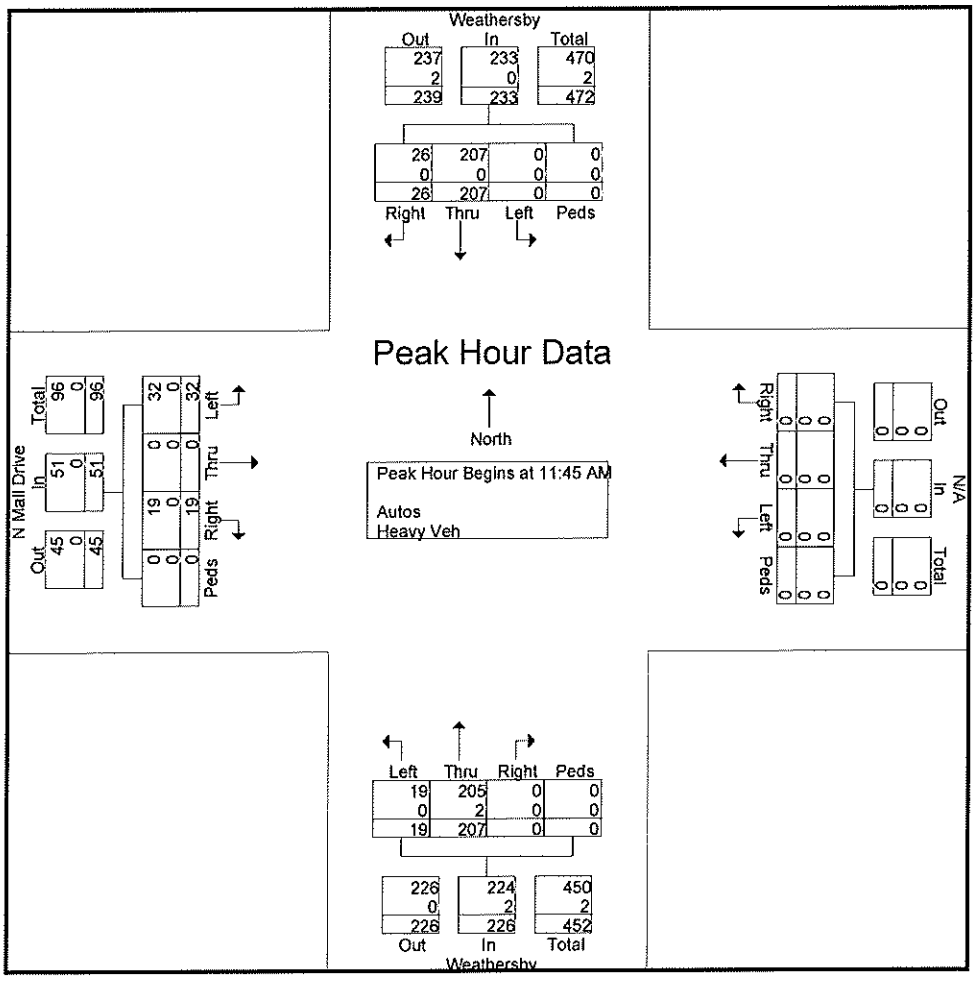


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

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 |

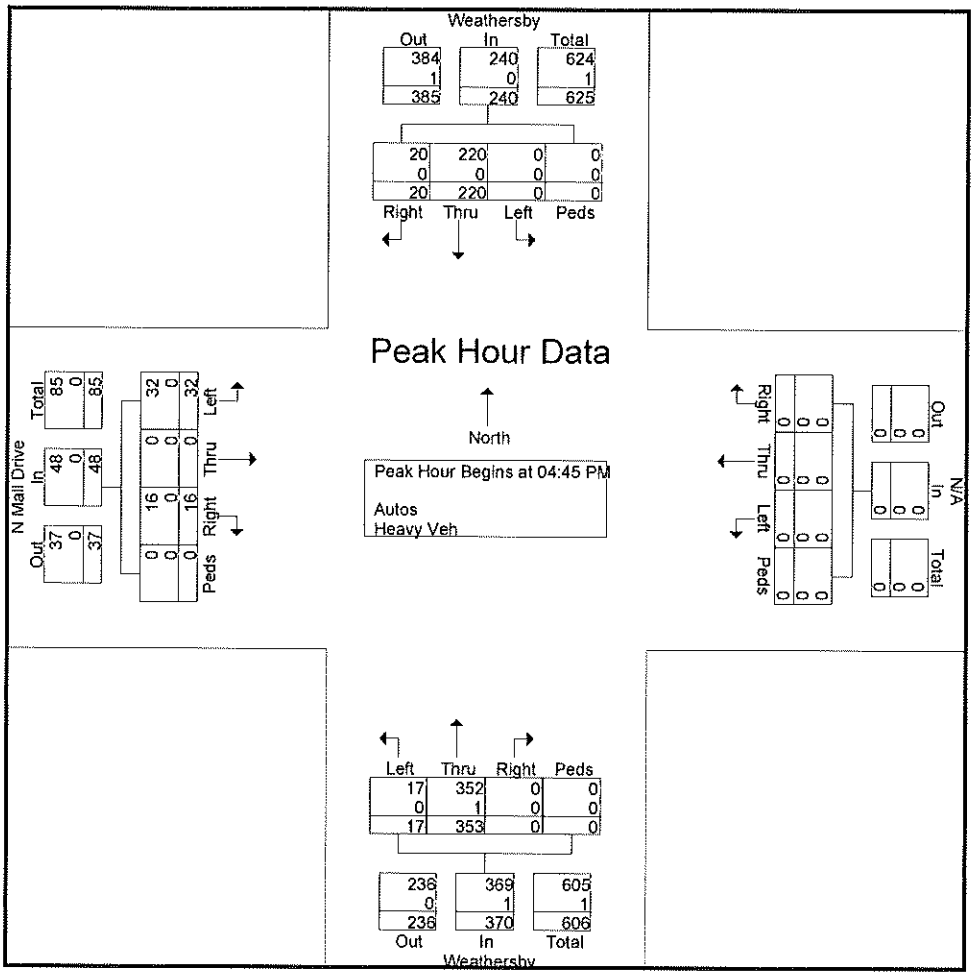


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

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 |

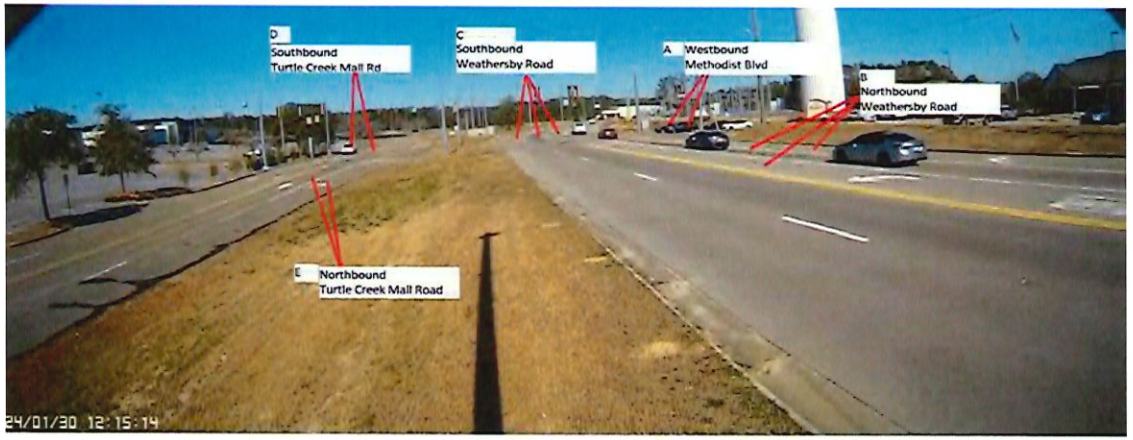


| Intersection Name | Methodist Blvd/Weathersby-Turtle Creek Mall |
|---|---|
| City | Hattiesburg |
| State | MS |
| A | Methodist Blvd - Westbound |
| B | Weathersby Road - Northbound |
| C | Weathersby Road - Southbound |
| D | Turtle Creek Mall Rd - Southbound |
| E | Turtle Creek Mall Rd - Northbound |
| F | |
| G | |

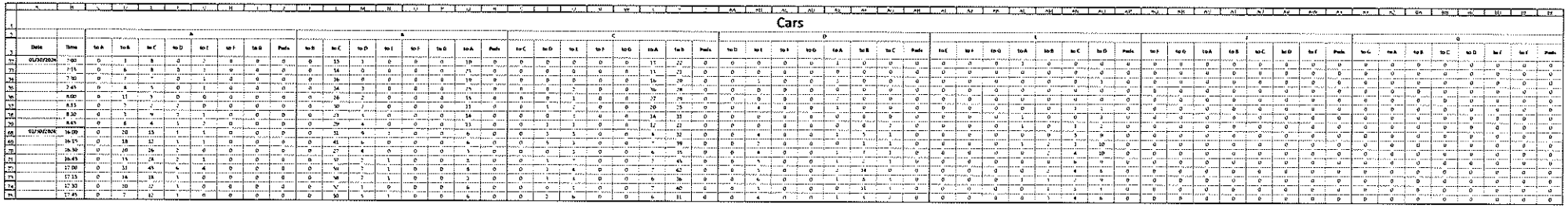
| Date and Time of Start of Count 1 | 1/30/2024 | 7:00:00 |
|---|---|---|
| Date and Time of End of Count 1 | 1/30/2024 | 9:00:00 |
| Date and Time of Start of Count 2 | 1/30/2024 | 16:00:00 |
| Date and Time of End of Count 2 | 1/30/2024 | 18:00:00 |
| Date and Time of Start of Count 3 | | |
| Date 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

## 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
February 7, 2024

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September 6, 2023

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HATTIESBURG PLANNING COMMISSION MEETING

HATTIESBURG, MISSISSIPPI

September 6, 2023

**********

PORTION OF TRANSCRIPT OF PROCEEDINGS

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(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)

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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

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BROWN
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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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Julie Brown

JULIE BROWN, RPR, CCR #1587

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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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(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:
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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

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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.

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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

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# 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.

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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

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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.

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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.

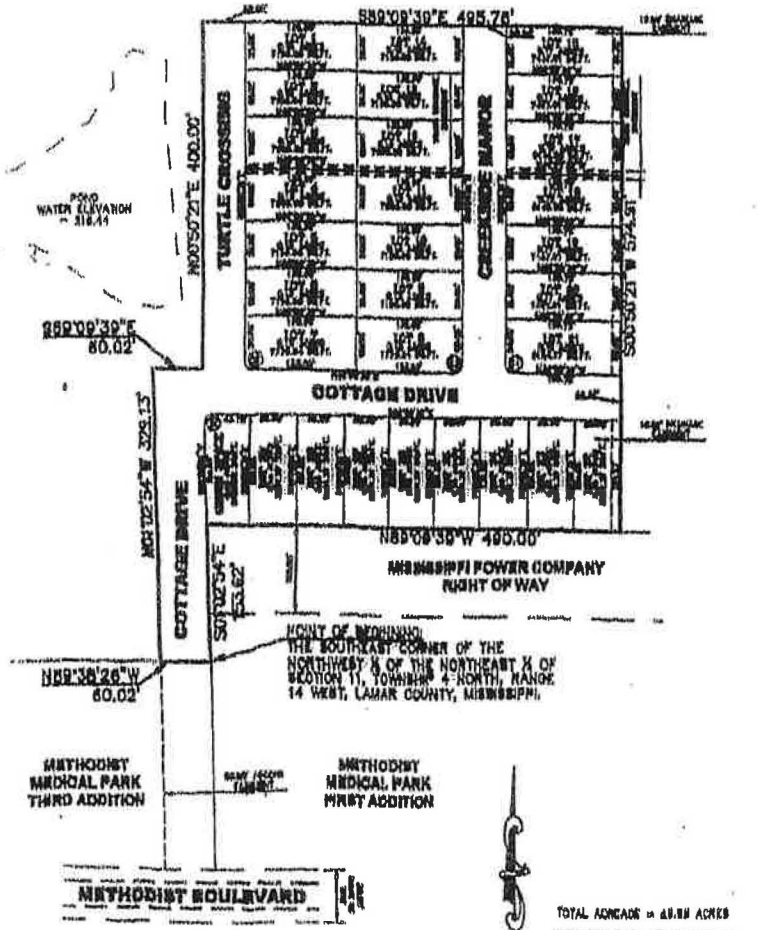
Anita Ward
NOTARY PUBLIC

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

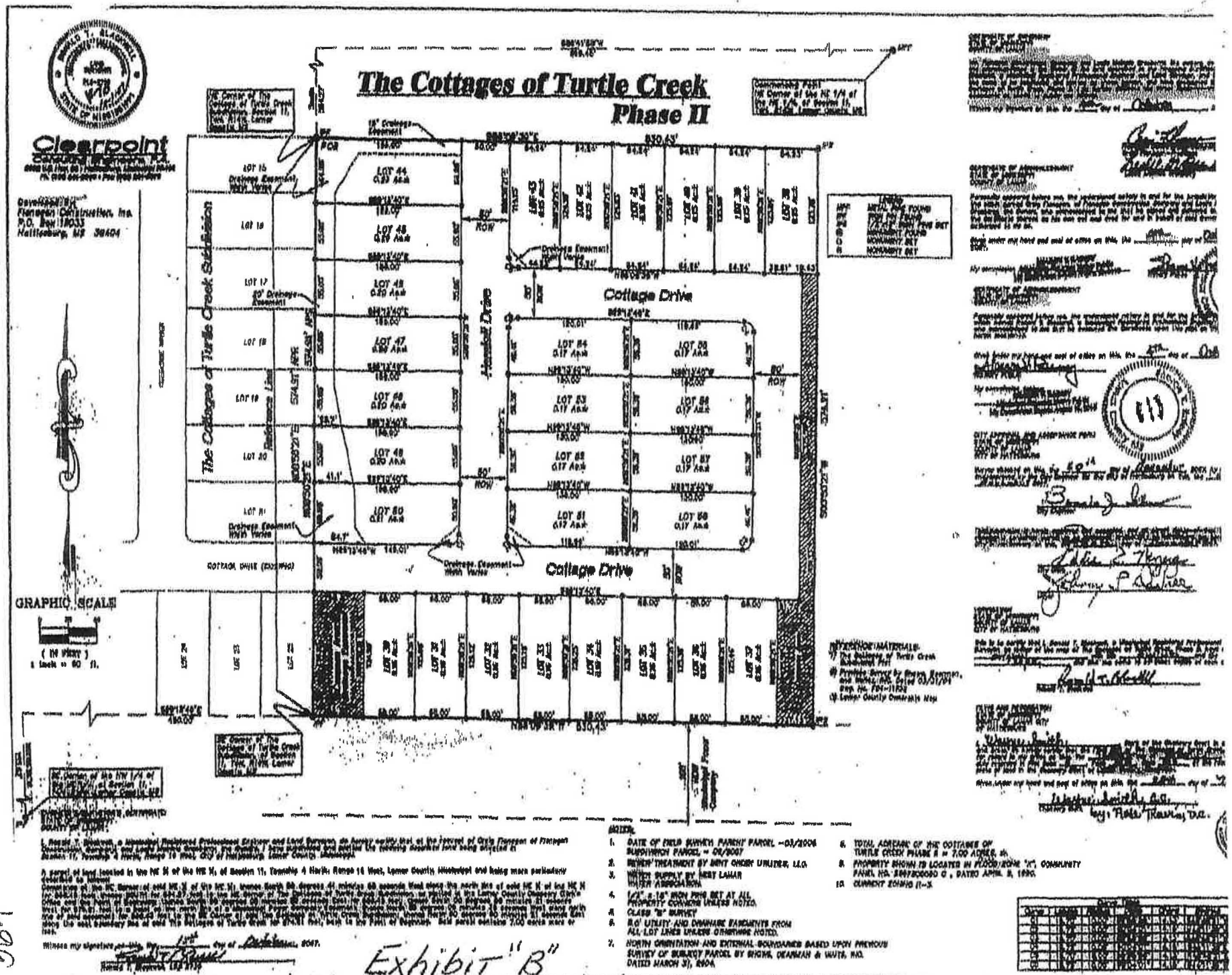
STATE OF MISSISSIPPI, COUNTY OF LAMAR

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"

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# The Cottages at Turtle Creek HOA

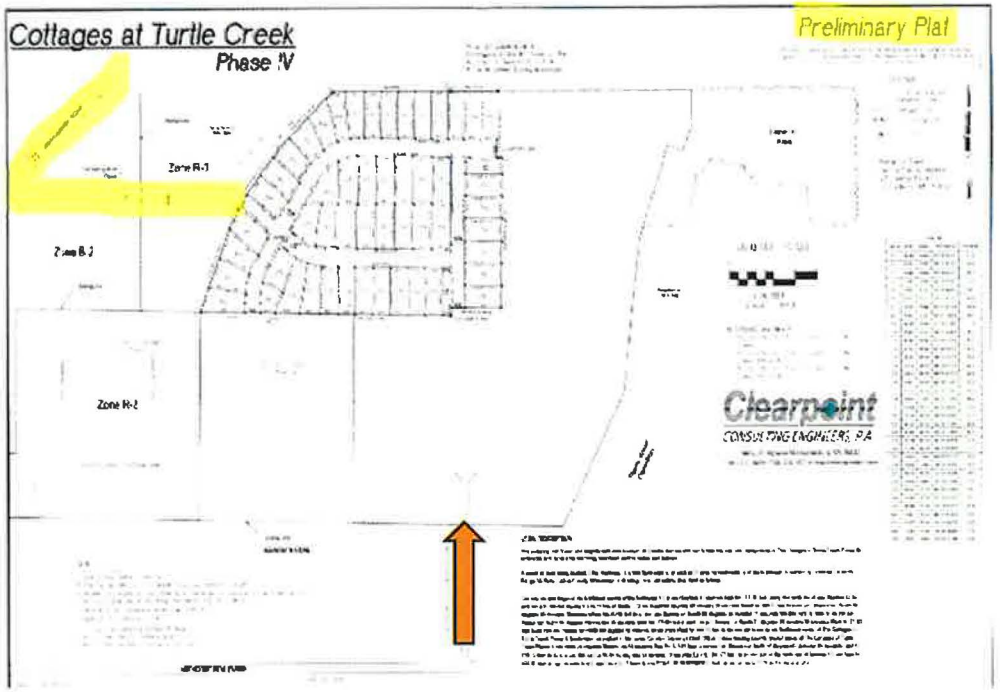
RICHARD A. FILCE
LOWREY & FORTNER, P.A.
HATTIESBURG, MS

# Age-Restricted Retirement Community

- Secure
  - Perimeter fenced
  - No through streets
- Under 70 houses
- Covenants



Originally Proposed Access via Weathersby Rd.




Preliminary Plat

HTL tom A

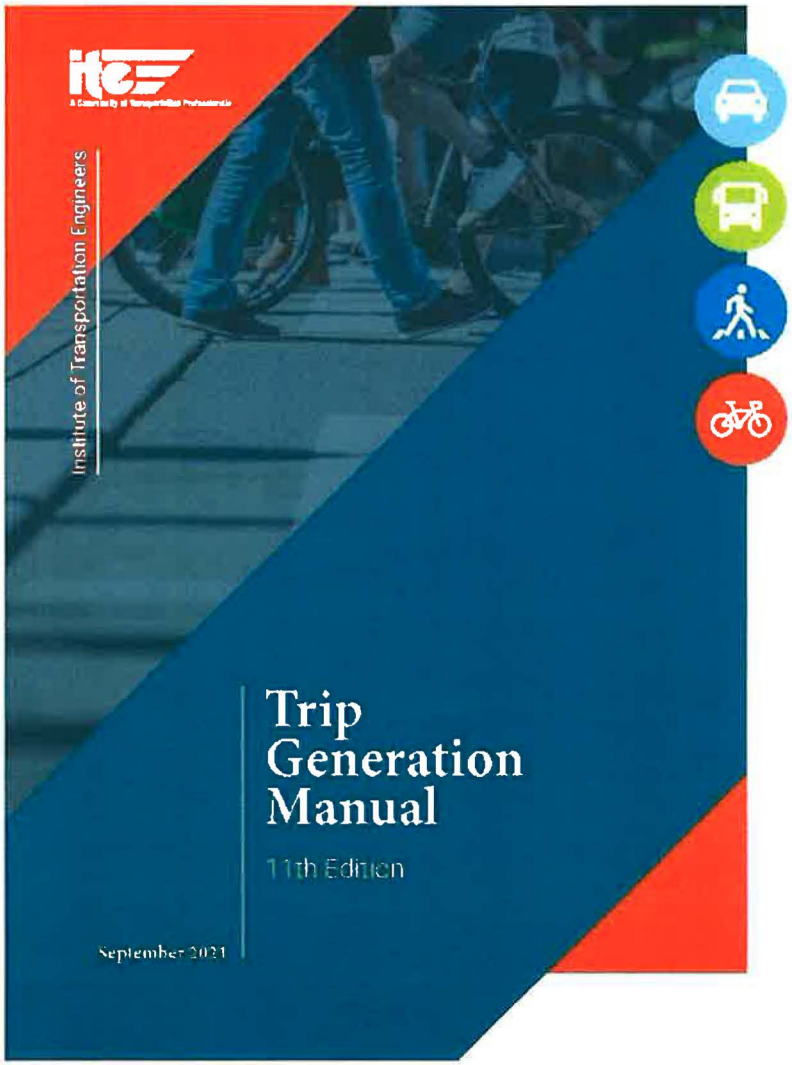
# Access via Hamlett is Flawed

- 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.<br><br>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

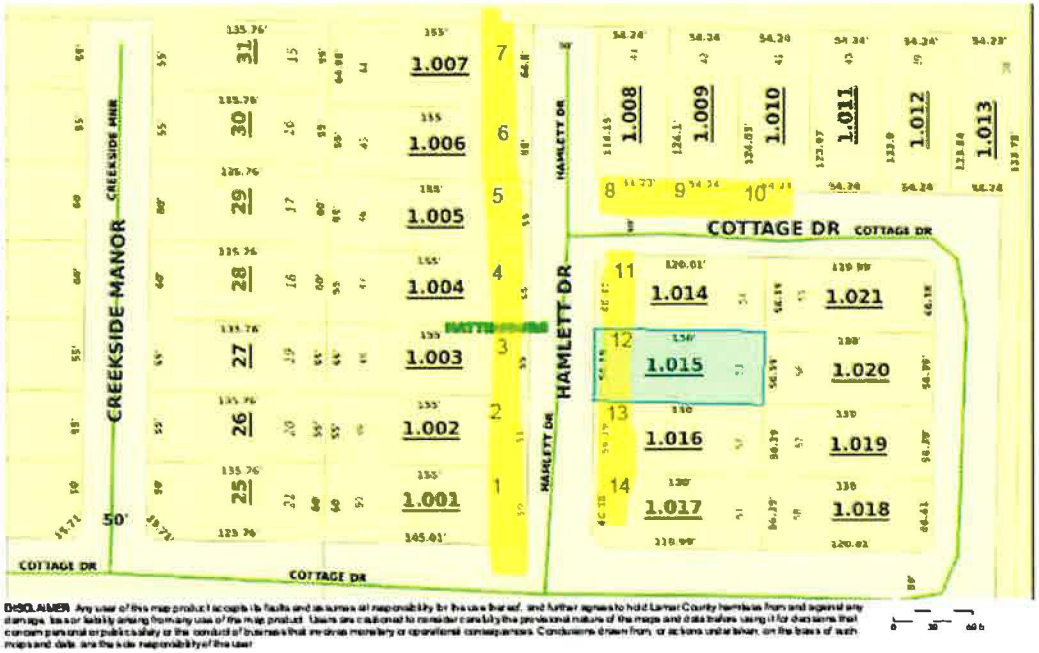
## Hamlett Dr. Currently

14 houses x 9.43 =

132 ADT =

Local Street

Geoportal Map



# Proposal Adds 52 Houses

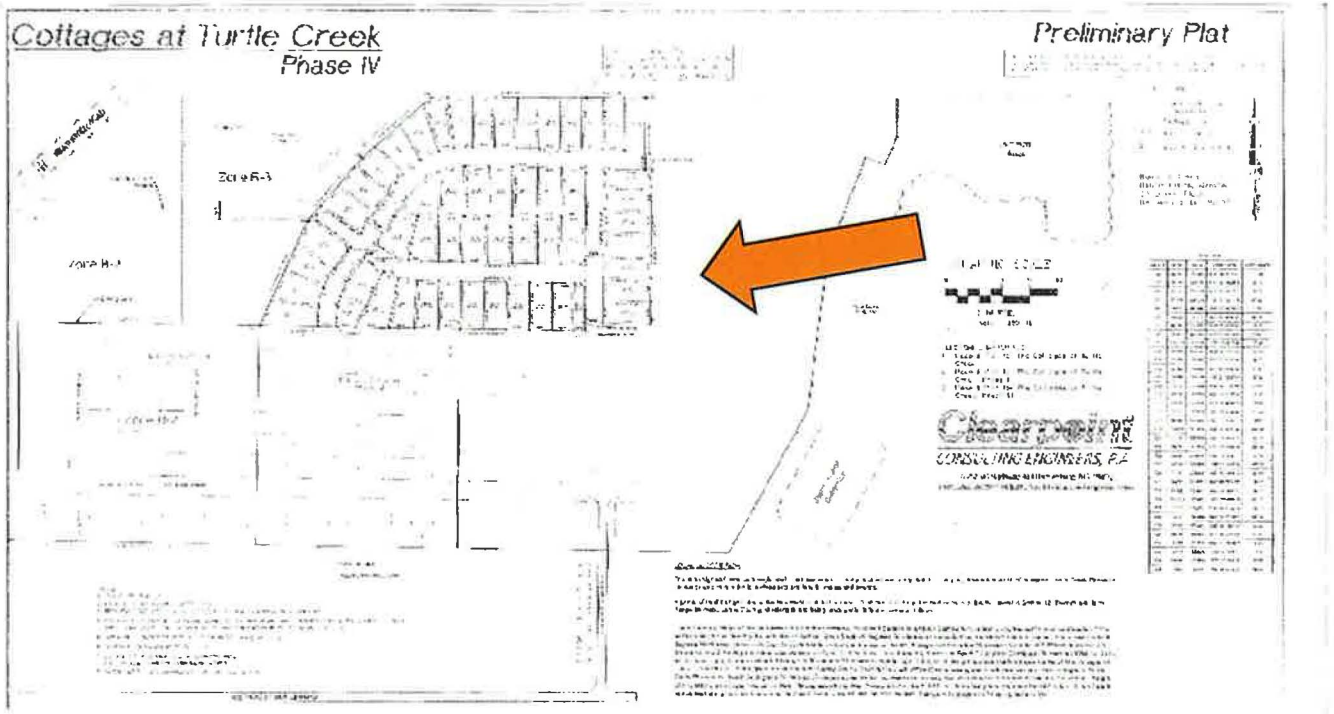
14 (current) + 52 = 66

9.43 x 66 =

622 ADT =

Sub-Collector Street.

<u>30 feet min. width</u>

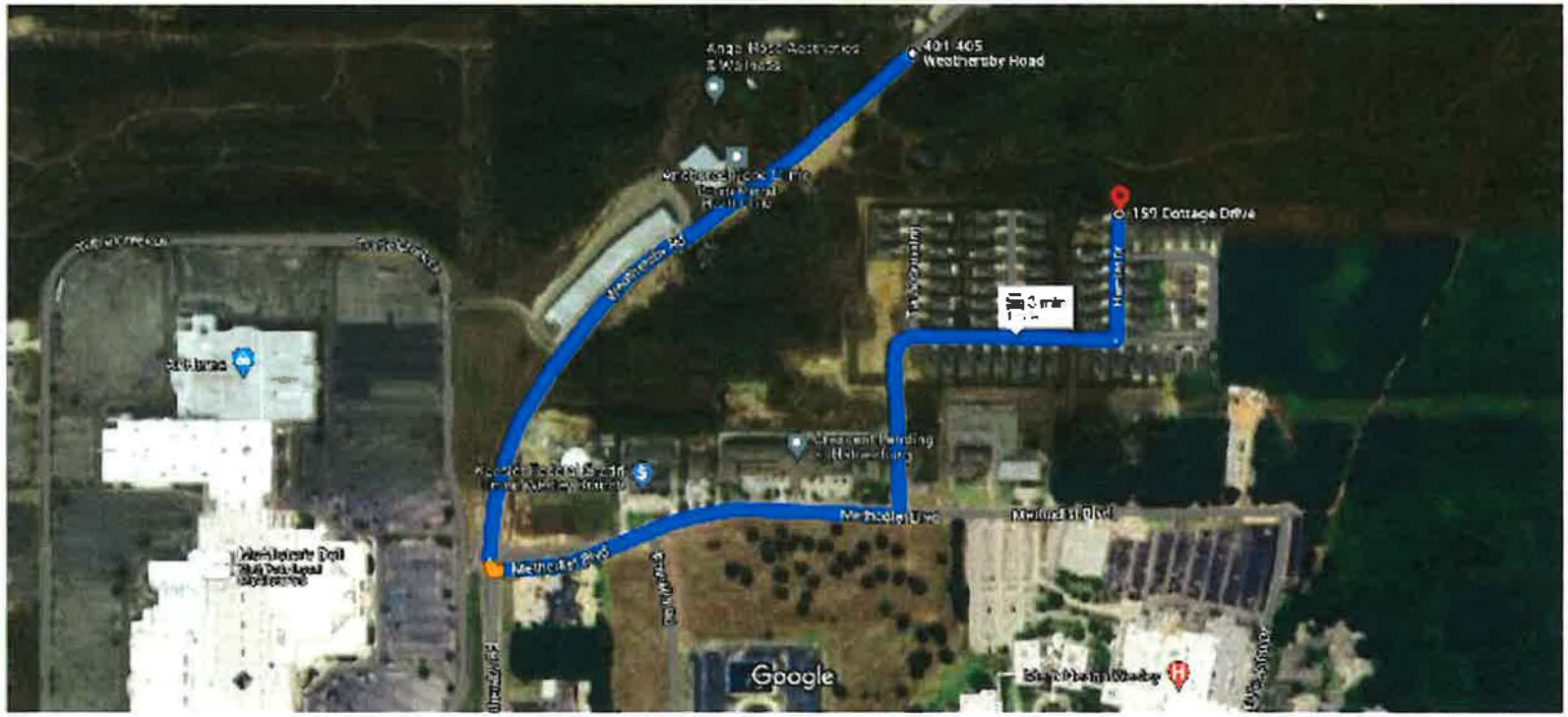


# Longer Emergency Response Time

- Fire
- EMS/ Ambulance
- Police
- High Water Event

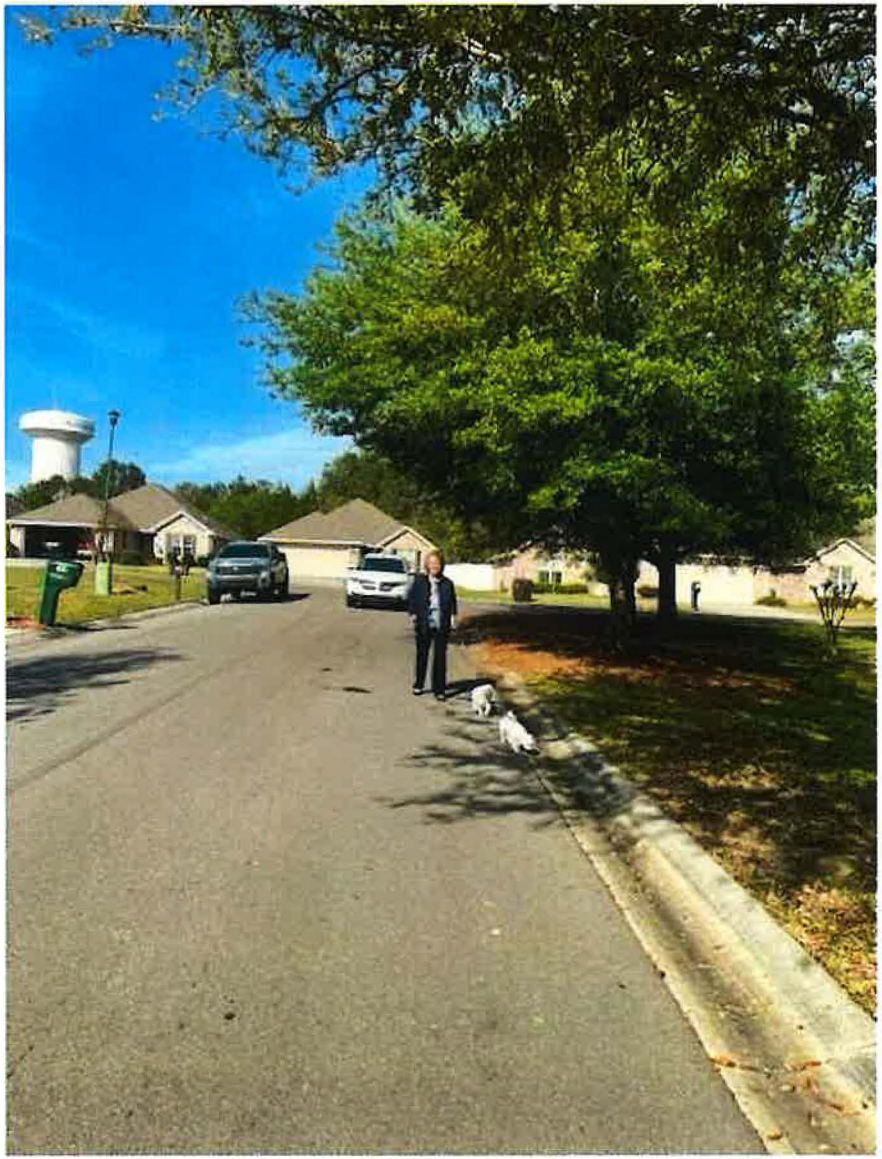
Google Maps **401-405 Weathersby Rd, Hattiesburg, MS 39402 to 159 Cottage Dr, Hattiesburg, MS 39402**

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

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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.

## 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, $\alpha$ 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<br>4:00 PM | City Council<br>Monday Meeting Agenda | Council Chambers<br>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.

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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 | | |

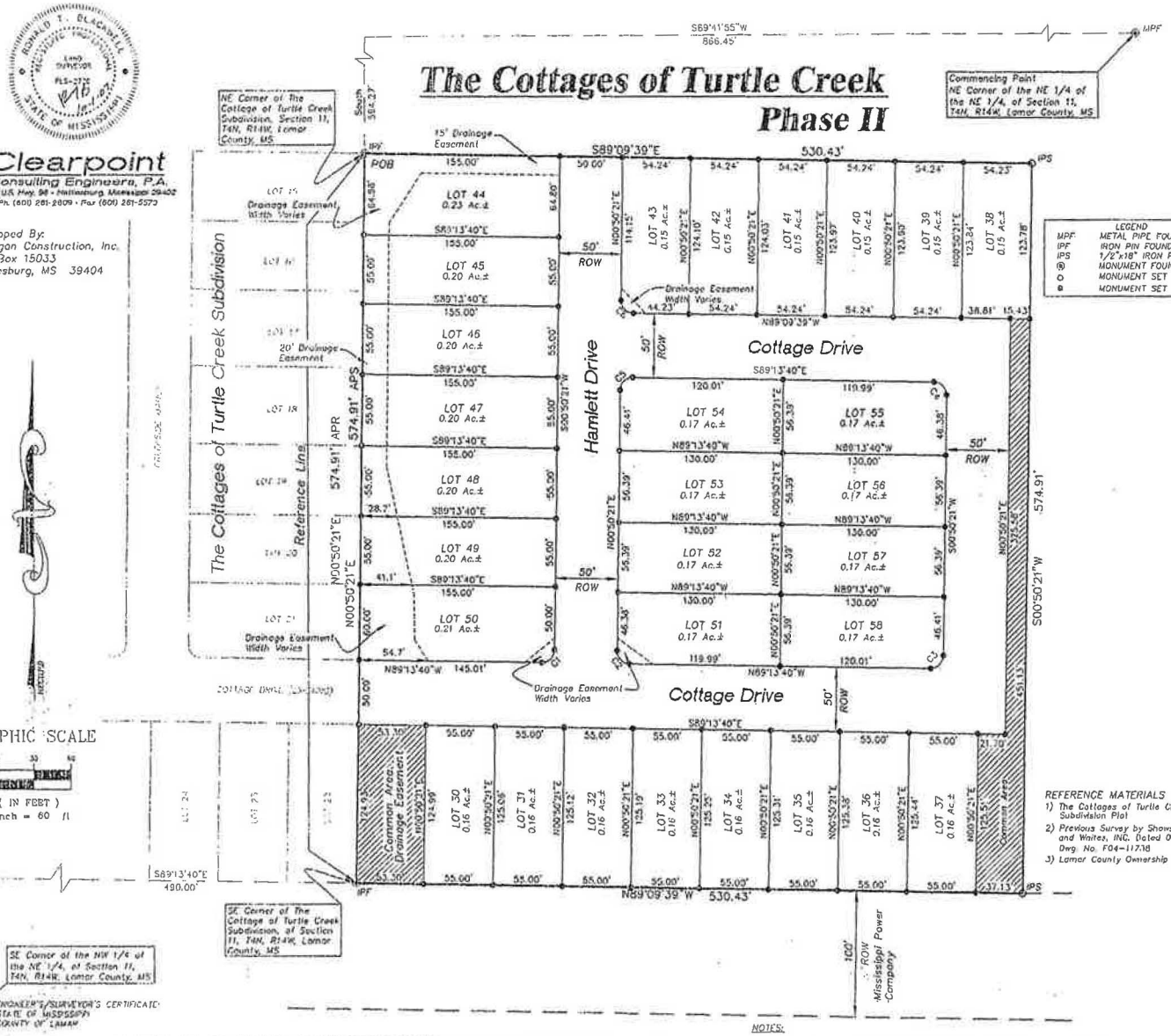
_____

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.

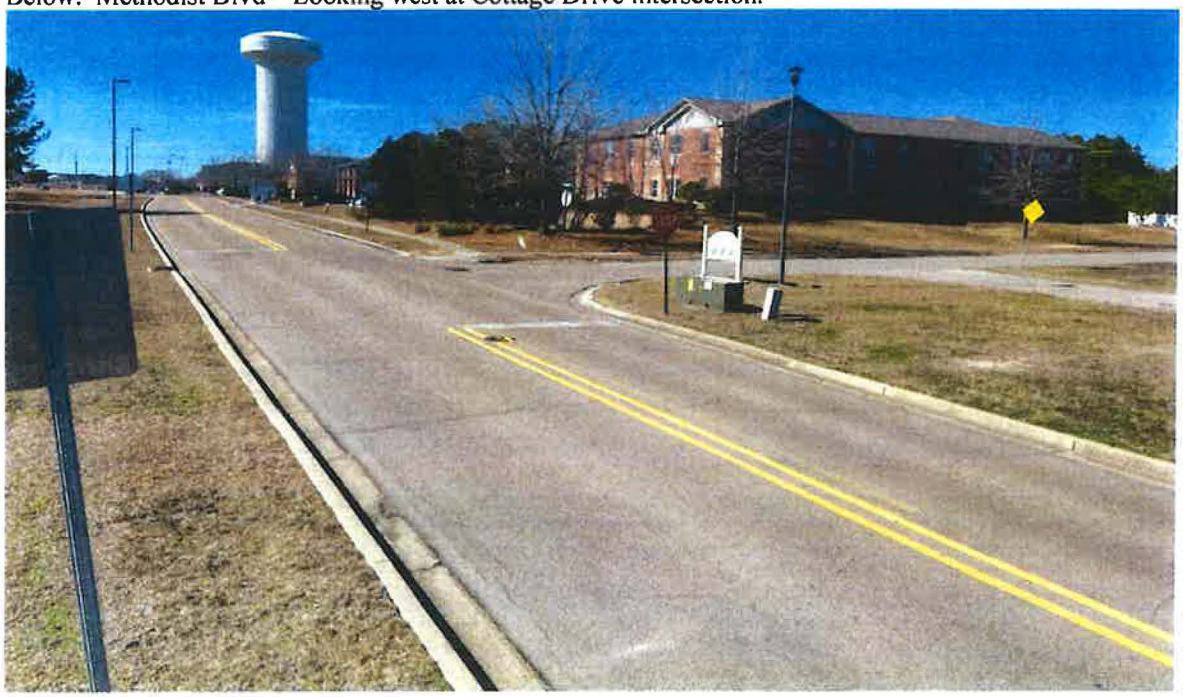
The cross section of Methodist Blvd is 2 lanes with 26 ft of asphalt and 2 ft curb/gutter on the north and south sides of the roadway and street lighting. A 4 ft sidewalk extends west of Cottage Drive, along the north side of Methodist Blvd, offset by ±6 ft behind the curb. The posted speed limit is 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.

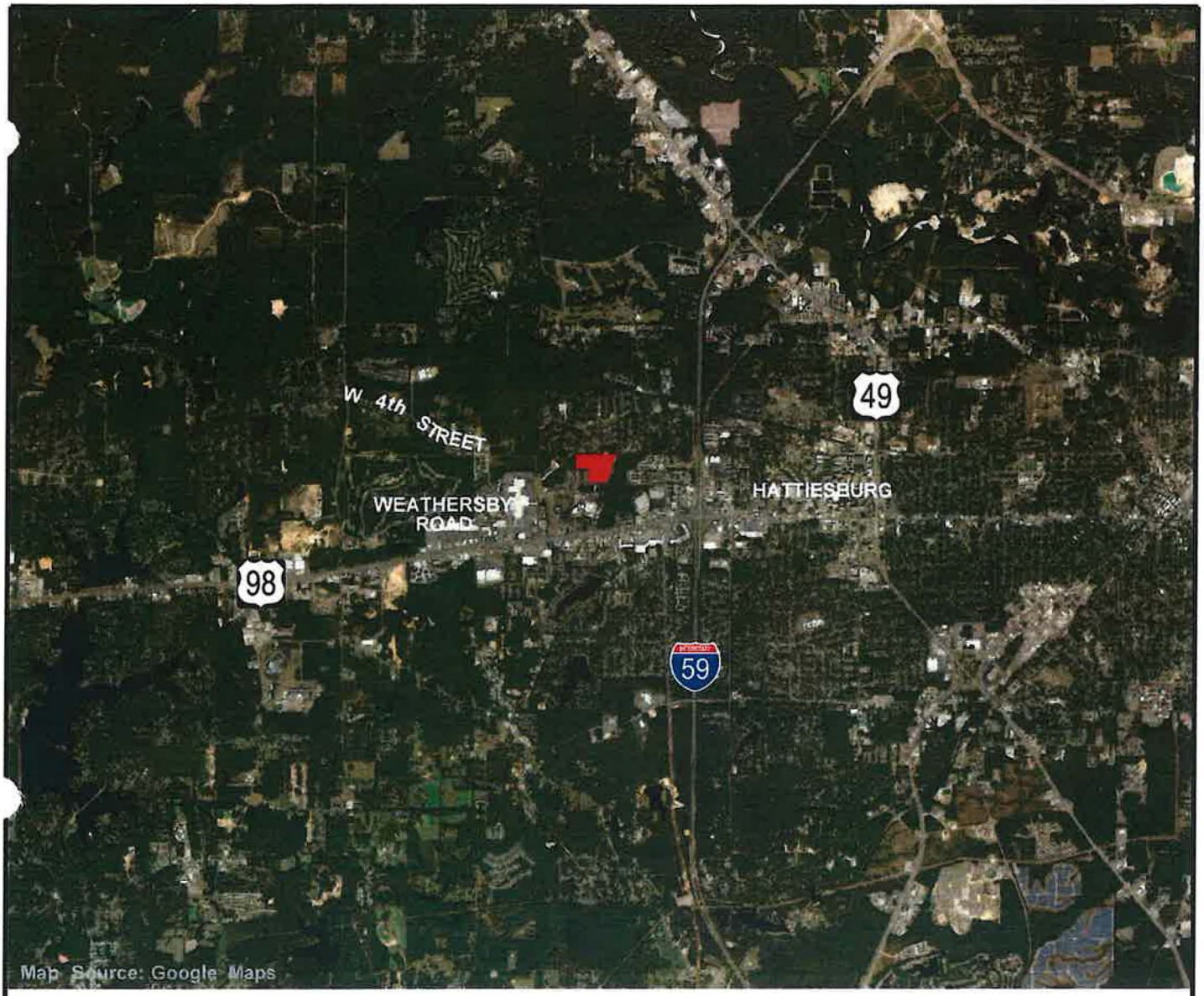
Sincerely,

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

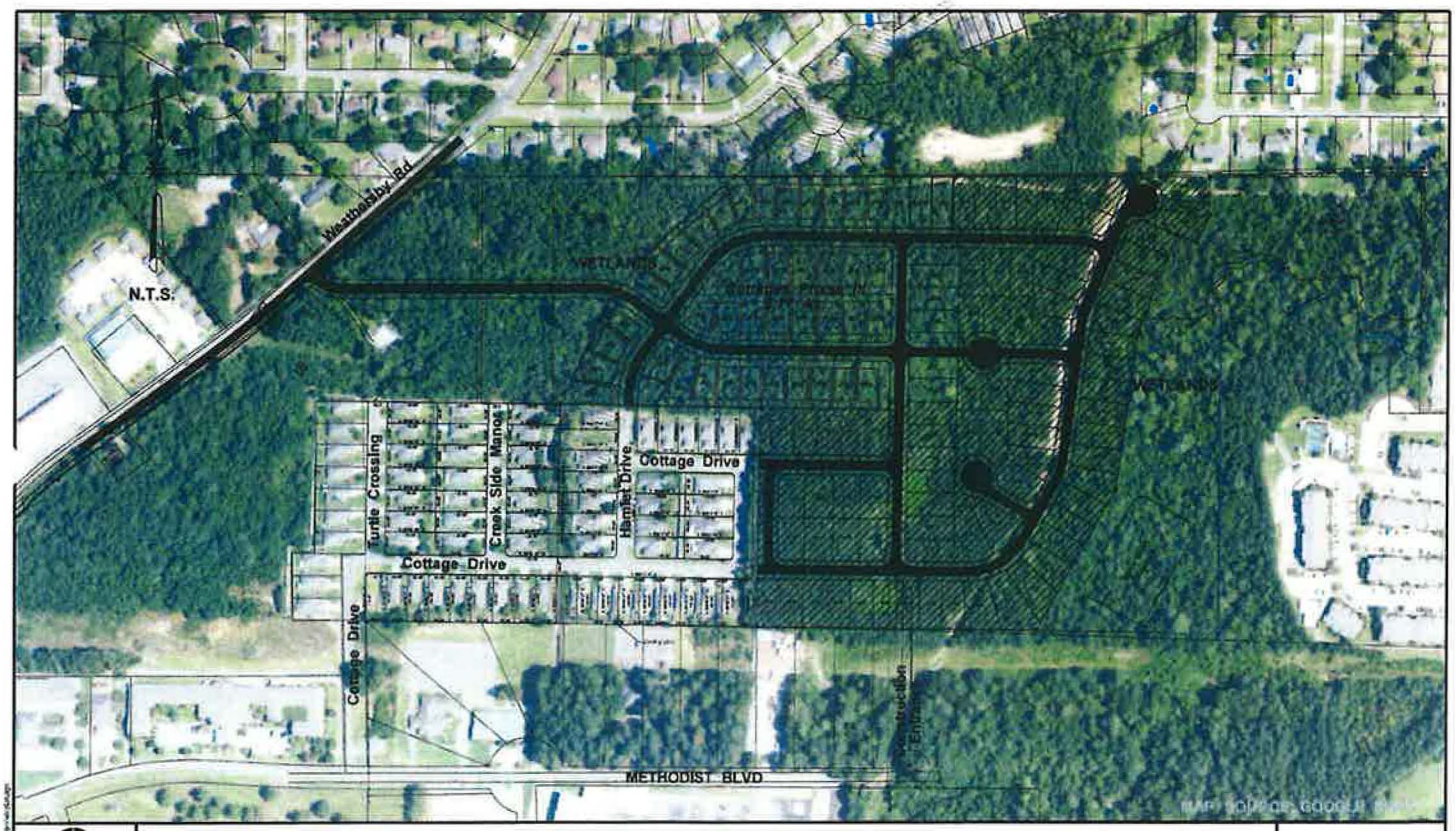
N.T.S.

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KISER TRAFFIC AND ENGINEERING

# VICINITY MAP

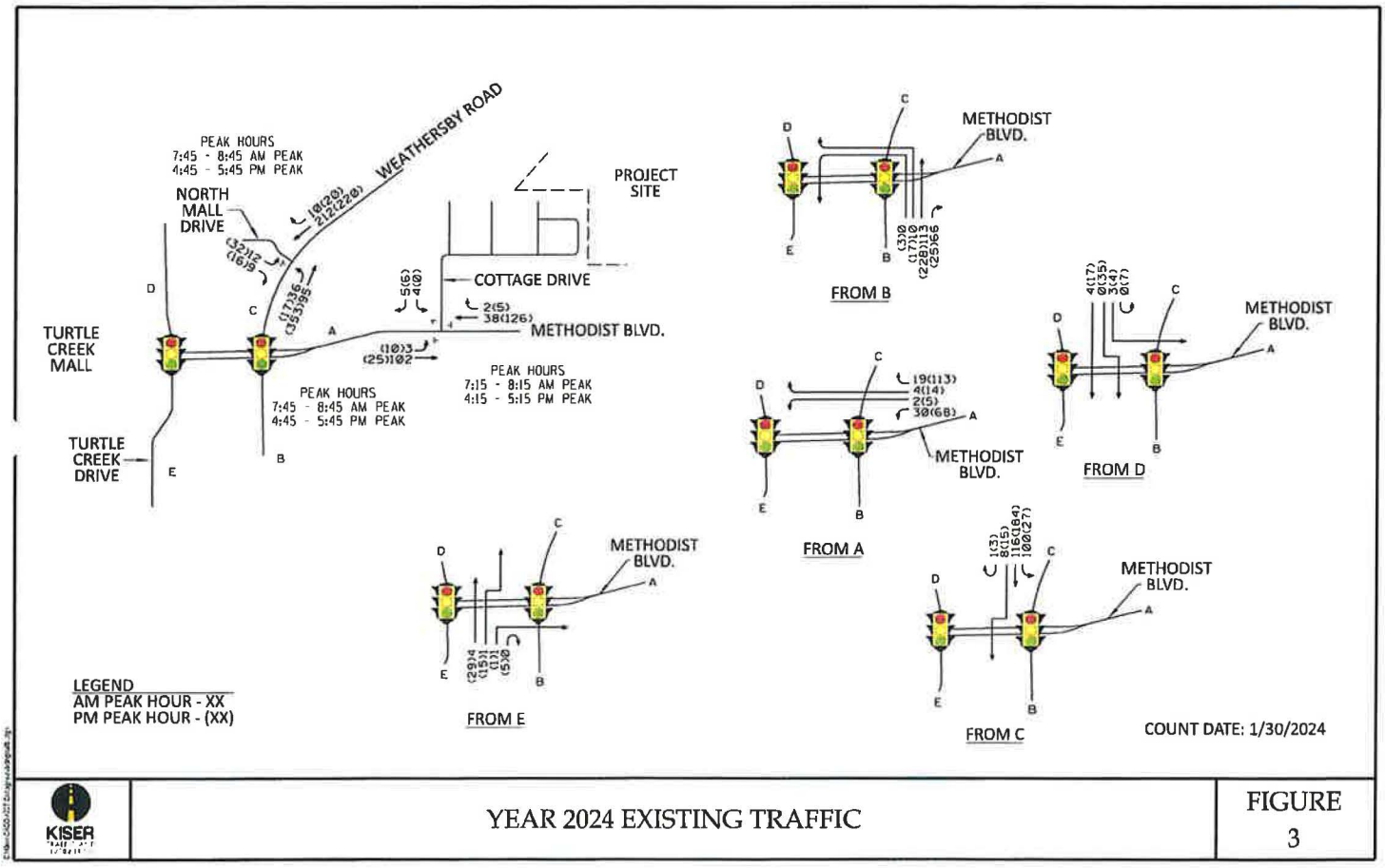
FIGURE 1




KISER

SITE PLAN

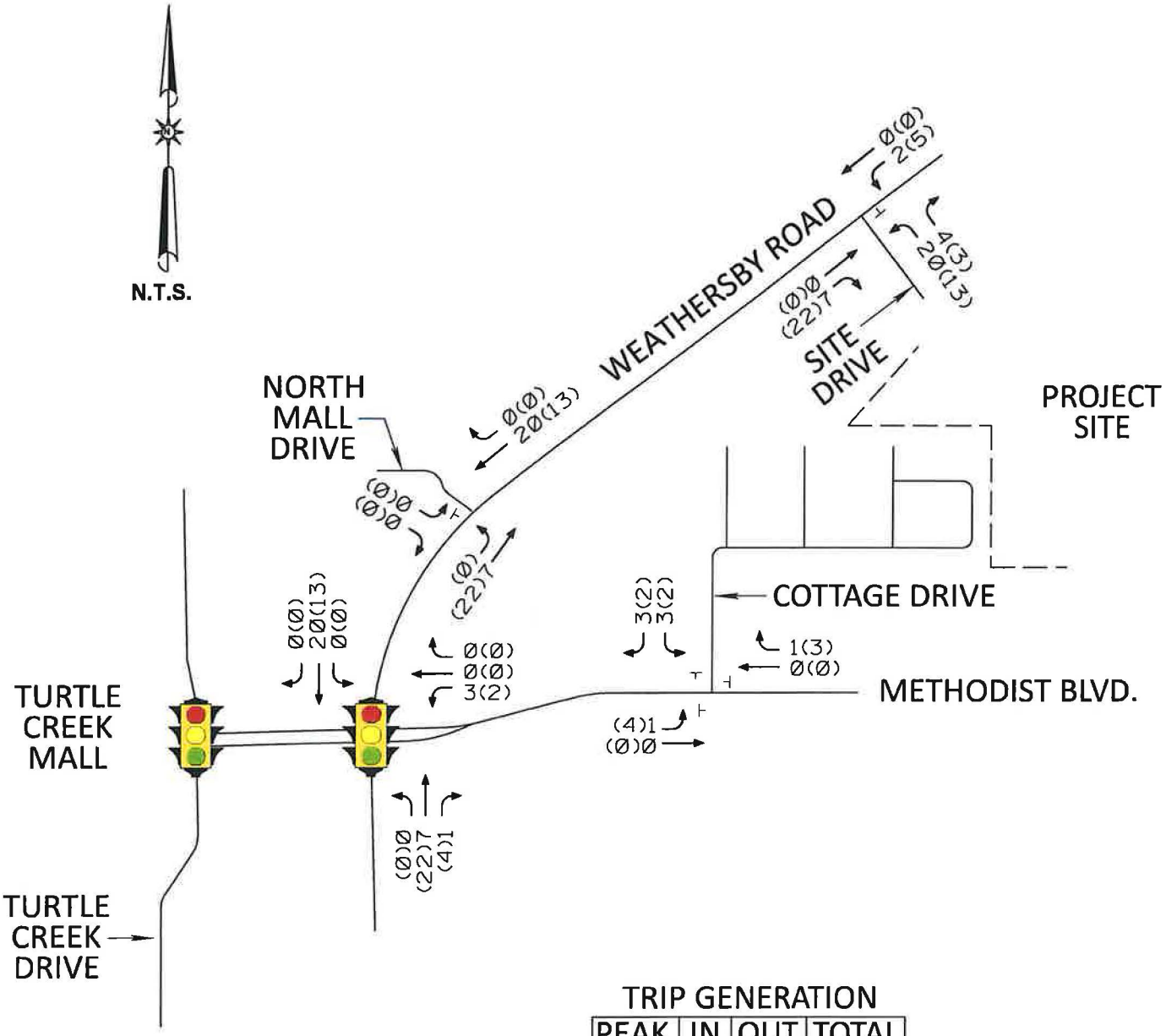
FIGURE 2




KISER

YEAR 2024 EXISTING TRAFFIC

FIGURE 3




TRIP GENERATION

| PEAK | IN | OUT | TOTAL |
|---|---|---|---|
| AM | 11 | 30 | 41 |
| PM | 34 | 20 | 54 |

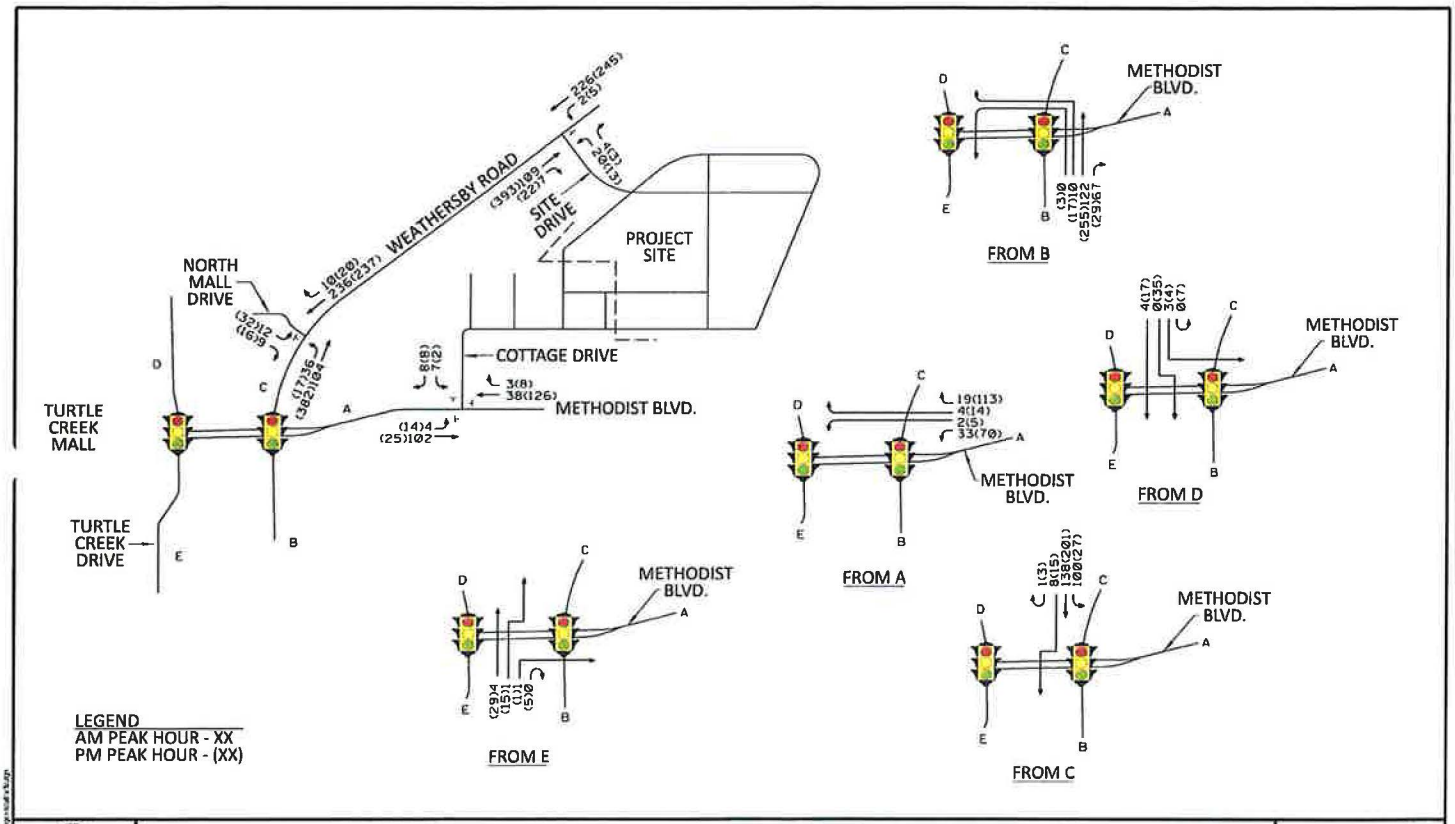
KISER TRAFFIC AND ENGINEERING

# SITE TRAFFIC ASSIGNMENT

FIGURE 4

raffic.dgn

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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

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

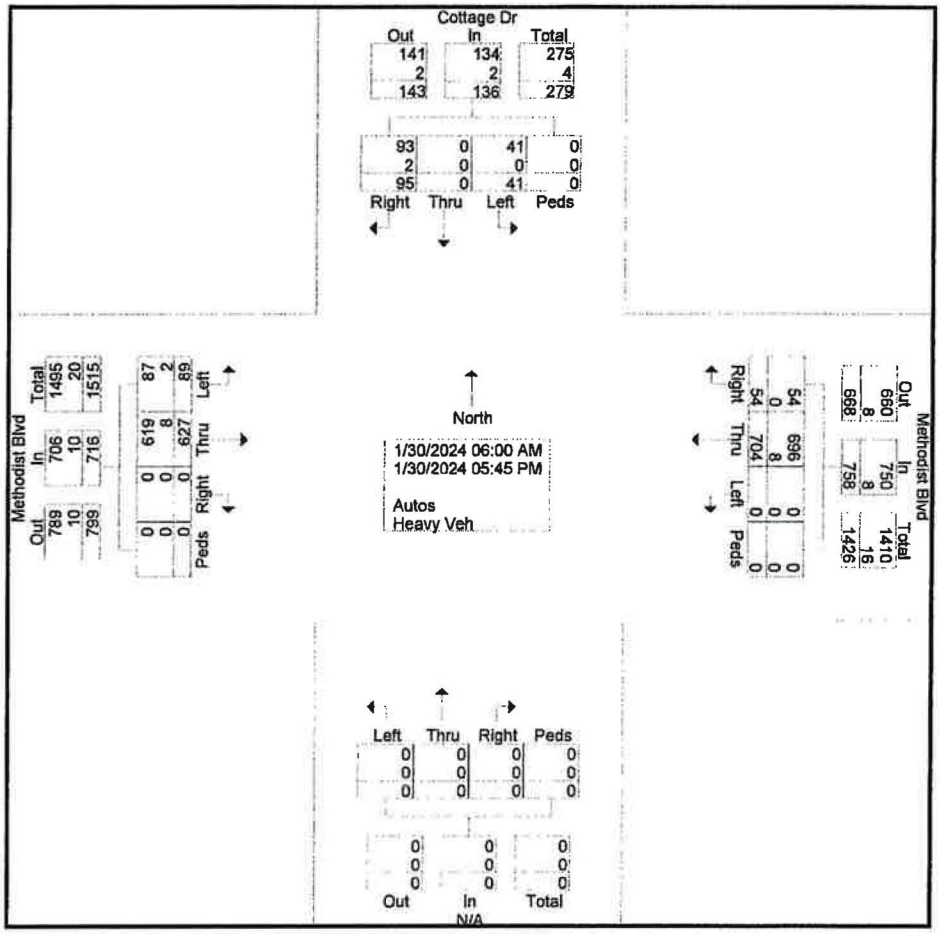
Groups Printed- Autos - Heavy Veh

| | 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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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

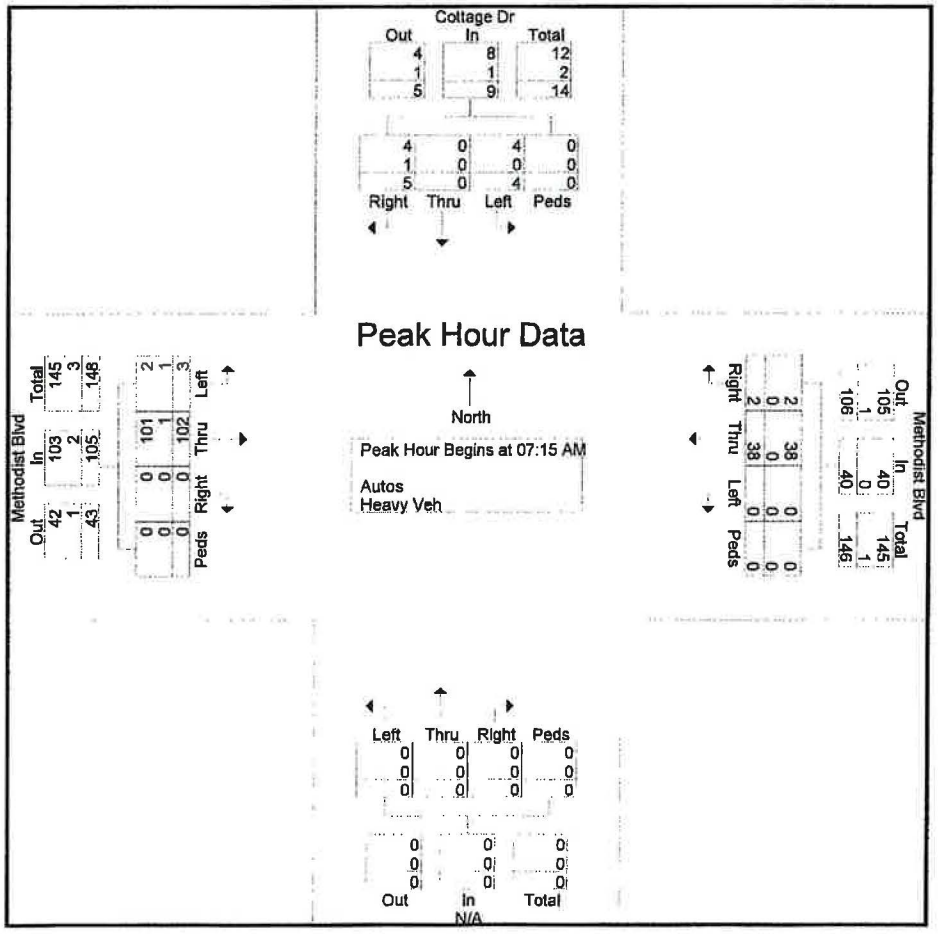


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File Name : methodist-cottage
Site Code : 00000000
Start Date : 1/30/2024
Page No : 4

| | 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 |

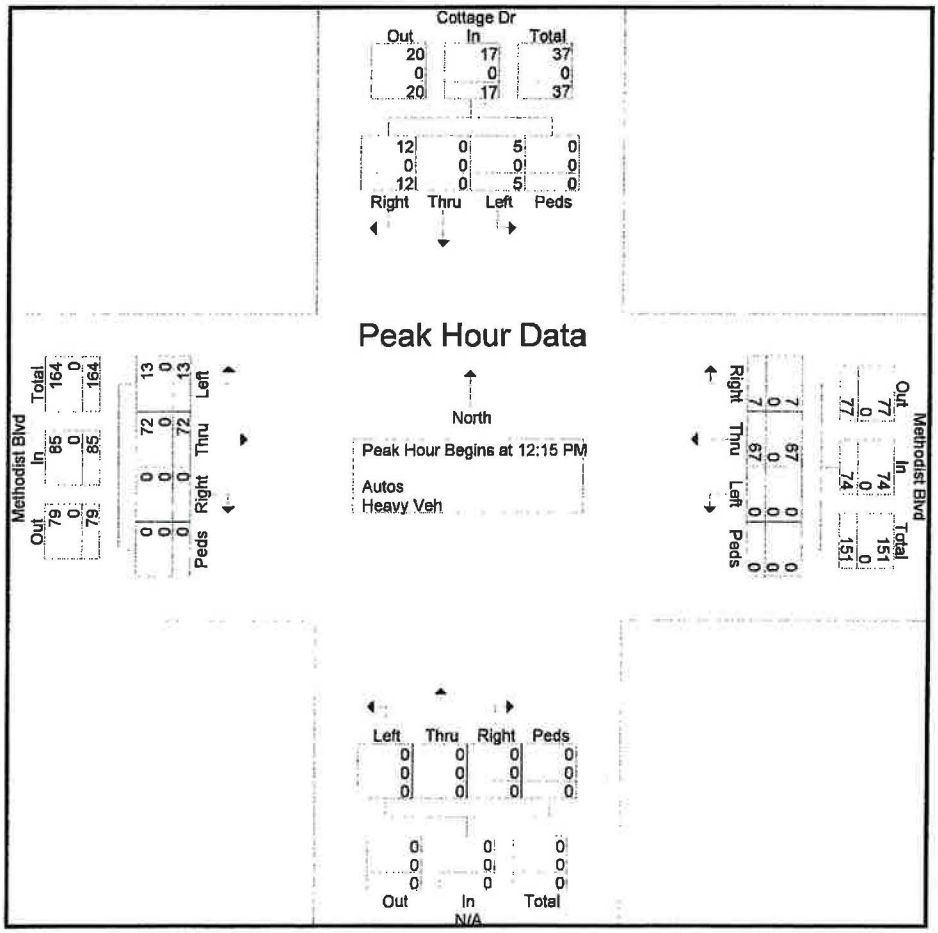


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

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 |

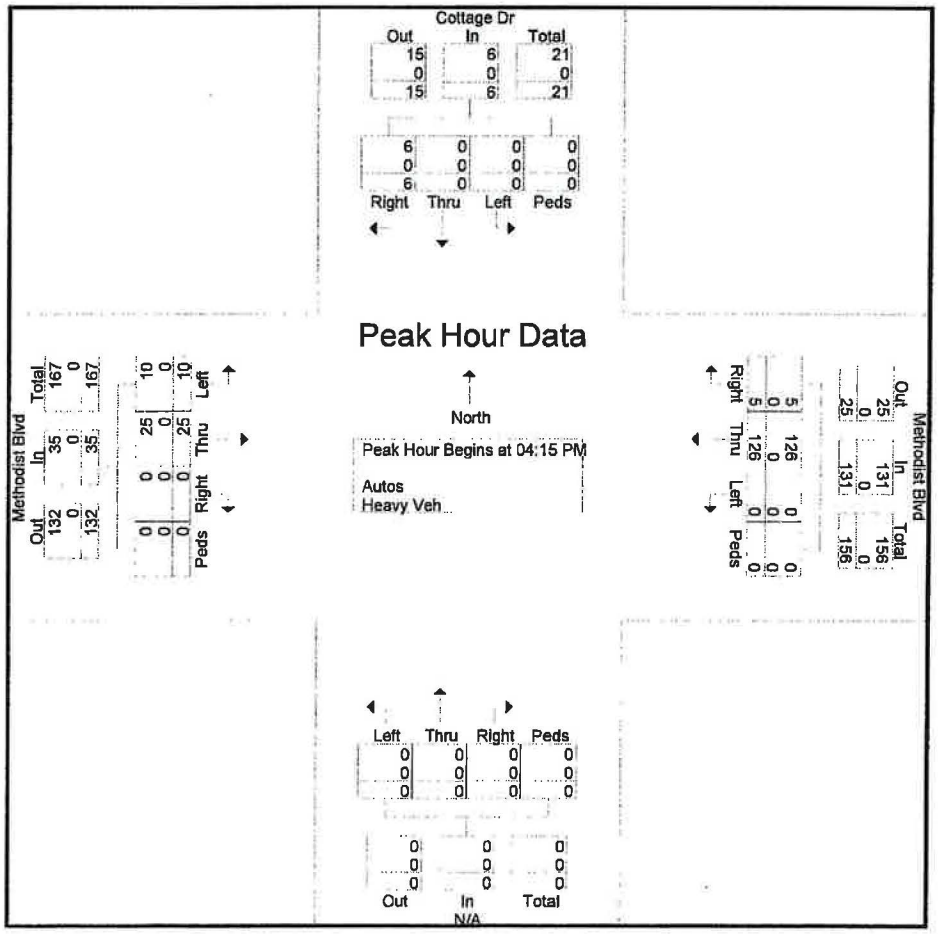


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

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

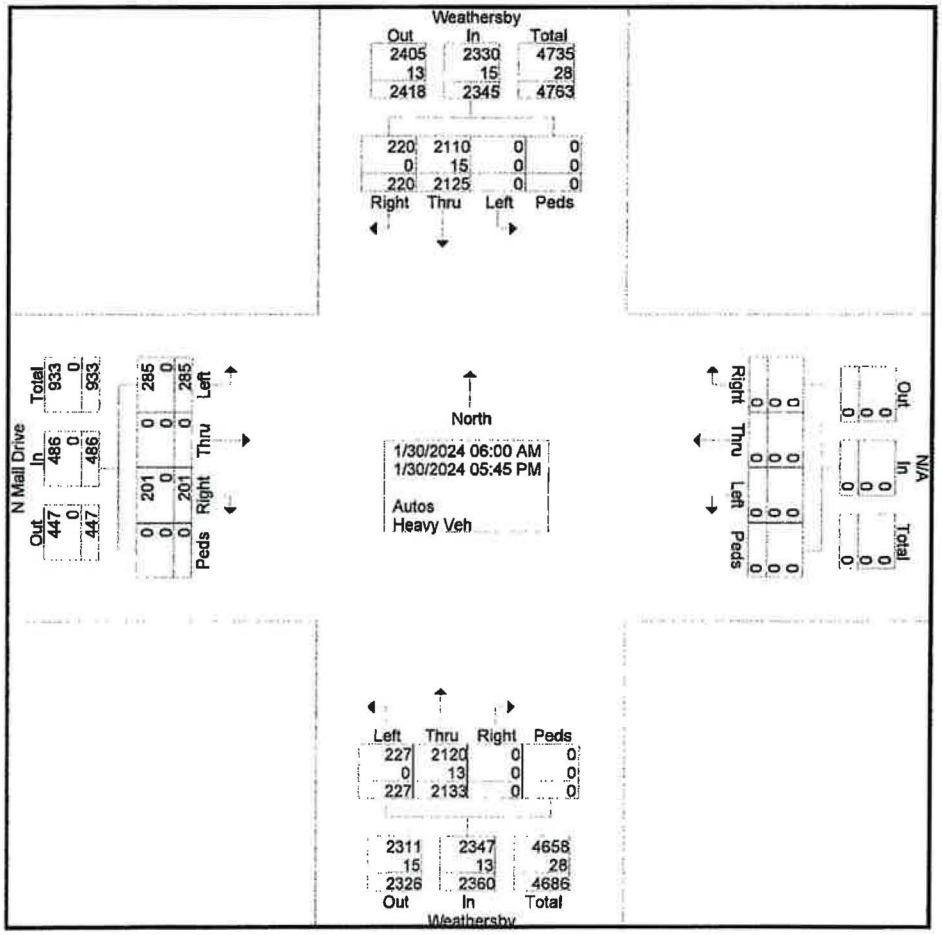
Groups Printed- Autos - Heavy Veh

| | 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
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Intersection: Old 63/Walmart S Dr
Counter: Spack (Video)
County/State: Lucedale/MS
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File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 3

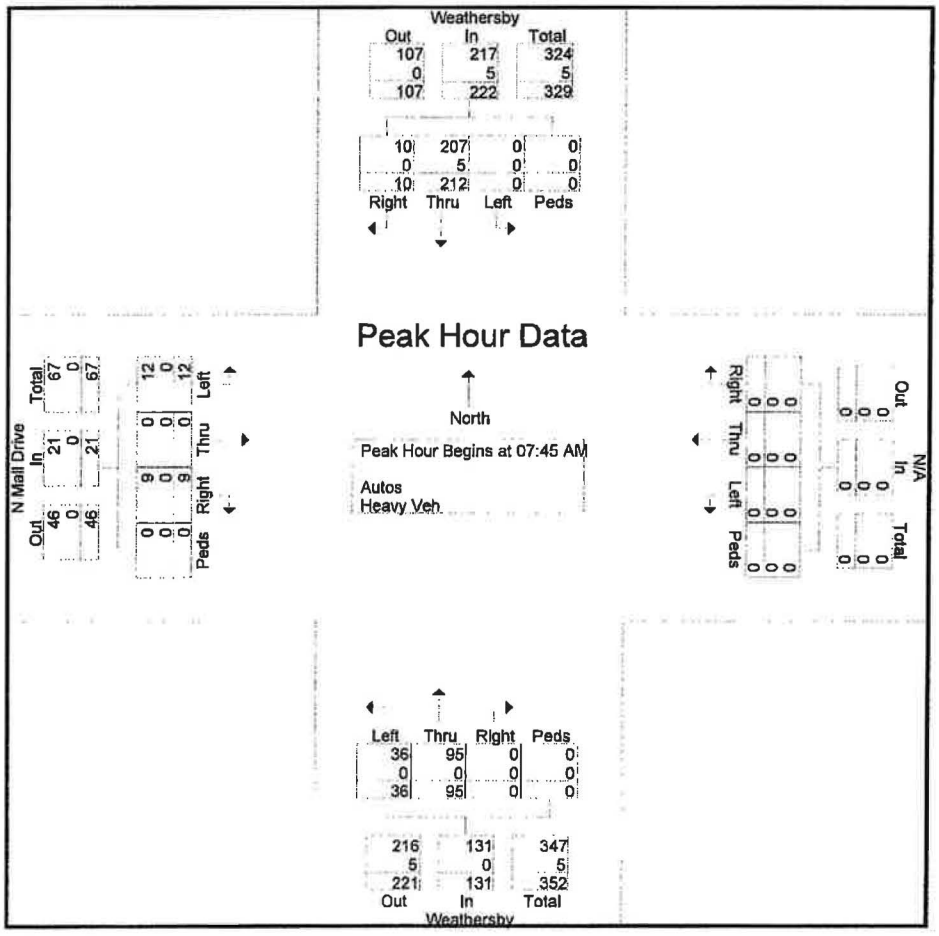


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File Name : N-Mall-Dr-Weath
Site Code : 00000000
Start Date : 1/30/2024
Page No : 4

| | 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 |

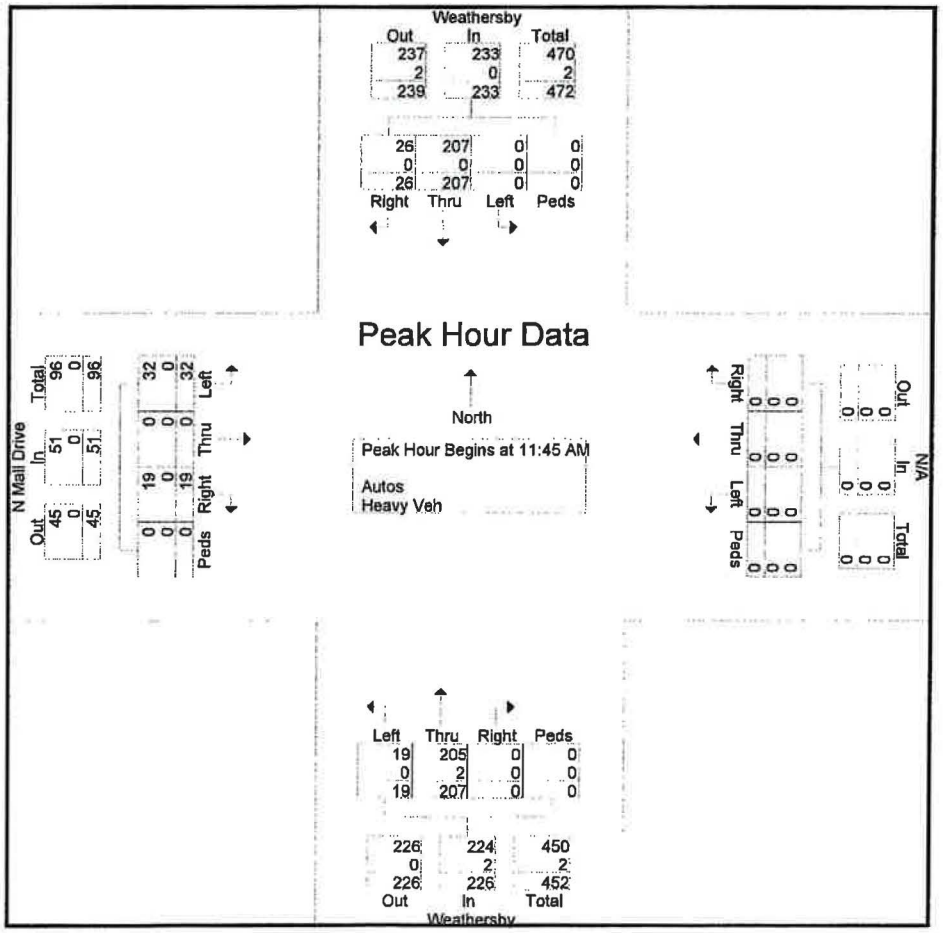


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| | Weathersby Southbound | | | | | N/A Westbound | | | | | Weathersby Northbound | | | | | N Mall Drive Eastbound | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Start Time | Left | Thru | Right | 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 |

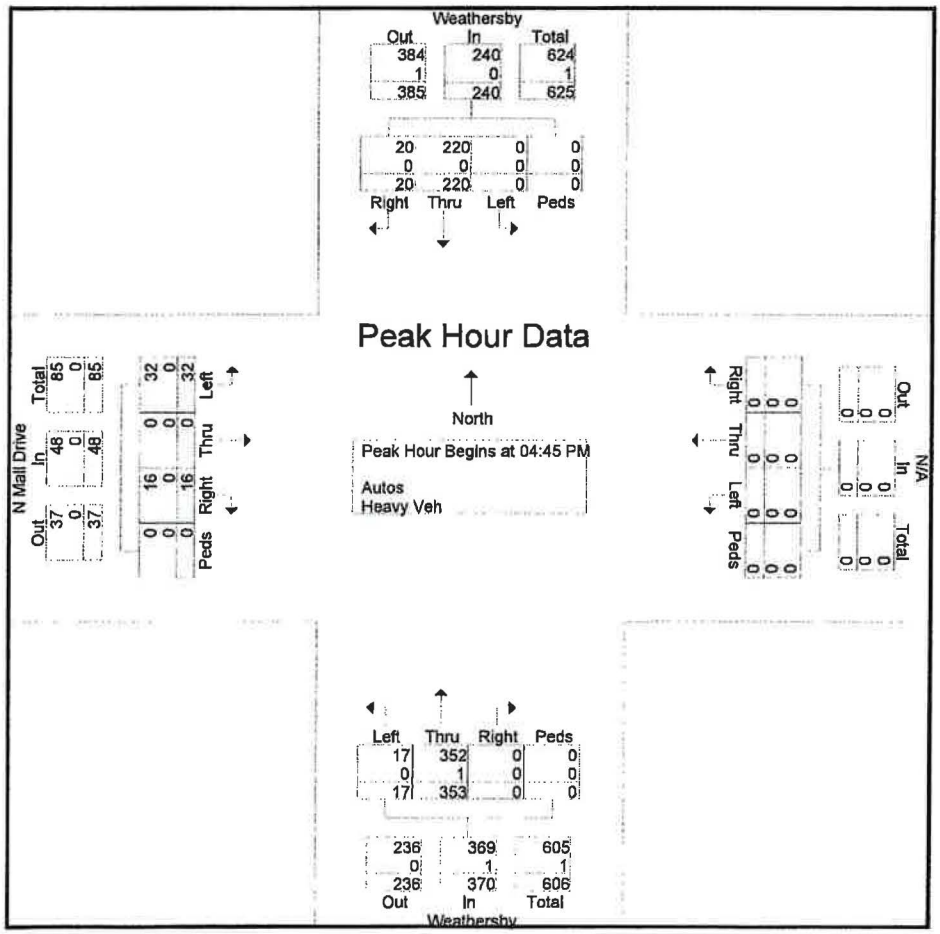


Kiser Traffic and Engineering, LLC
P.O. Box 2441, Madison, MS 39130

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

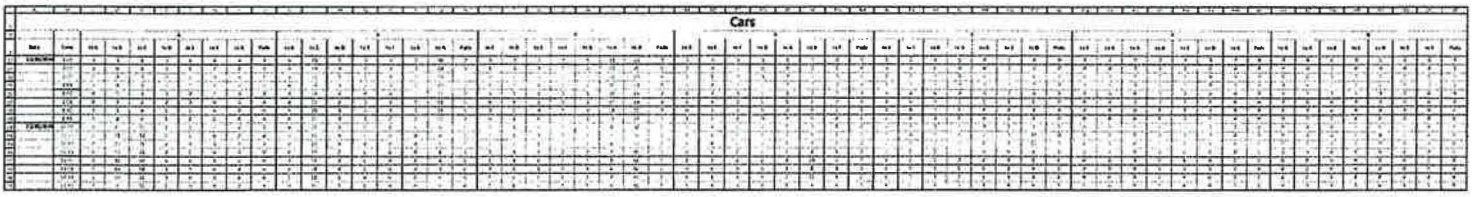
E

F

G

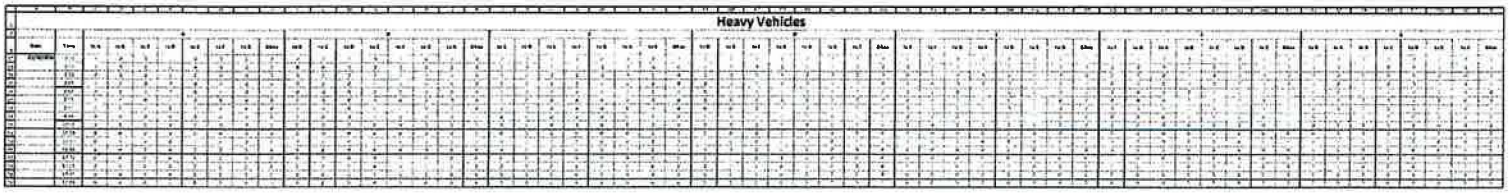


Kiser Traffic and Engineering, LLC 2024






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| 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.

**End of Document**

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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.

**End of Document**

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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

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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

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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,

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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

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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

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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

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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

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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**

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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:

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# 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<br>Joyce S. Pierce | Jerry B. Pierce<br>Joyce S. Pierce |
| 35 | 131 Cottage Drive | (FCC) | |
| 36 | 133 Cottage Drive | Clifton Jack Ramsey, Sr.<br>Carolyn J. Ramsey | Clifton Jack Ramsey Sr<br>Carolyn J. Ramsey |
| 37 | 135 Cottage Drive | Charles L. Brown<br>Katherine Brown | Charles L. Brown<br>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<br>Virginia B. Jones | Attached<br>Attached |

| Lot # | Address | Owners | Signature |
|---|---|---|---|

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| | | | |
|---|---|---|---|
| 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<br>Shirley G. Stuckey | attached |
| 49 | 5 Hamlett Drive | (FCC) | |
| 50 | 3 Hamlett Drive | (FCC) | |
| 51 | 2 Hamlett Drive | John H. Thornton<br>Sallie M. Thornton | |
| 52 | 4 Hamlett Drive | Vernon J. Barre<br>Donna R. Barre | attached |
| 53 | 6 Hamlett Drive | Travis Mitchell<br>Judy Mitchell | attached |
| 54 | 8 Hamlett Drive | Cecil G. Sampson<br>Catherine E. Sampson | attached |
| 55 | 144 Cottage Drive | Kathleen A. Messenger | attached |
| 56 | 142 Cottage Drive | Bertram K. Jenkins<br>Lillian Jenkins | attached |
| 57 | 140 Cottage Drive | Jack E. Chachere<br>Helen D. Chachere | |
| 58 | 138 Cottage Drive | Rich A. Nuss<br>Dawn L. Nuss | attached |

*** (FCC) = Flanagan Construction Co.

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# 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<br>Joyce S. Pierce | |
| 35 | 131 Cottage Drive | (FCC) | |
| 36 | 133 Cottage Drive | Clifton Jack Ramsey, Sr.<br>Carolyn J. Ramsey | |
| 37 | 135 Cottage Drive | Charles L. Brown<br>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<br>Virginia B. Jones | |

| Lot # | Address | Owners | Signature |
|---|---|---|---|

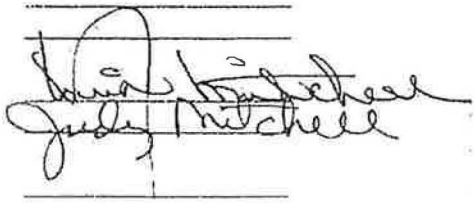
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# Cottages of Turtle Creek Lots 30-58 Phase II

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_____<br>Joyce S. Pierce_____ |
| Lot 35 | 131 Cottage drive | (FCC) |
| Lot 36 | 133 Cottage drive | Clifton Jack Ramsey Sr. _____<br>Carolyn J. Ramsey_____ |
| Lot 37 | 135 Cottage drive | Charles L. Brown_____<br>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_____<br>Virginia B. Jones_____ |
| Lot 42 | 157 Cottage drive | Barbara J. Hannon_____ |

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| | | | |
|---|---|---|---|
| 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<br>Shirley G. Stuckey | _____<br>_____ |
| 49 | 5 Hamlett Drive | (FCC) | |
| 50 | 3 Hamlett Drive | (FCC) | |
| 51 | 2 Hamlett Drive | John H. Thornton<br>Sallie M. Thornton | _____<br>_____ |
| 52 | 4 Hamlett Drive | Vernon J. Barre<br>Donna R. Barre | _____<br>_____ |
| 53 | 6 Hamlett Drive | Travis Mitchell<br>Judy Mitchell |  |
| 54 | 8 Hamlett Drive | Cecil G. Sampson<br>Catherine E. Sampson | _____<br>_____ |
| 55 | 144 Cottage Drive | Kathleen A. Messenger | _____ |
| 56 | 142 Cottage Drive | Bertram K. Jenkins<br>Lillian Jenkins | _____<br>_____ |
| 57 | 140 Cottage Drive | Jack E. Chachere<br>Helen D. Chachere | _____<br>_____ |
| 58 | 138 Cottage Drive | Rich A. Nuss<br>Dawn L. Nuss | _____<br>_____ |

*** (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<br>Shirley G. Stuckey | _____<br>_____ |
| 49 | 5 Hamlett Drive | (FCC) | |
| 50 | 3 Hamlett Drive | (FCC) | |
| 51 | 2 Hamlett Drive | John H. Thornton<br>Sallie M. Thornton | _____<br>_____ |
| 52 | 4 Hamlett Drive | Vernon J. Barre<br>Donna R. Barre | Vernon J. Barre Jr.<br>Donna R. Barre |
| 53 | 6 Hamlett Drive | Travis Mitchell<br>Judy Mitchell | _____<br>_____ |
| 54 | 8 Hamlett Drive | Cecil G. Sampson<br>Catherine E. Sampson | _____<br>_____ |
| 55 | 144 Cottage Drive | Kathleen A. Messenger | _____ |
| 56 | 142 Cottage Drive | Bertram K. Jenkins<br>Lillian Jenkins | _____<br>_____ |
| 57 | 140 Cottage Drive | Jack E. Chachere<br>Helen D. Chachere | _____<br>_____ |
| 58 | 138 Cottage Drive | Rich A. Nuss<br>Dawn L. Nuss | _____<br>_____ |

*** (FCC) = Flanagan Construction Co.

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| | | | |
|---|---|---|---|
| 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<br>Shirley G. Stuckey | Buddy S Stuckey TT.<br>Trust Shirley G Stuckey TT |
| 49 | 5 Hamlett Drive | (FCC) | |
| 50 | 3 Hamlett Drive | (FCC) | |
| 51 | 2 Hamlett Drive | John H. Thornton<br>Sallie M. Thornton | _____<br>_____ |
| 52 | 4 Hamlett Drive | Vernon J. Barre<br>Donna R. Barre | _____<br>_____ |
| 53 | 6 Hamlett Drive | Travis Mitchell<br>Judy Mitchell | _____<br>_____ |
| 54 | 8 Hamlett Drive | Cecil G. Sampson<br>Catherine E. Sampson | _____<br>_____ |
| 55 | 144 Cottage Drive | Kathleen A. Messenger | _____ |
| 56 | 142 Cottage Drive | Bertram K. Jenkins<br>Lillian Jenkins | _____<br>_____ |
| 57 | 140 Cottage Drive | Jack E. Chachere<br>Helen D. Chachere | _____<br>_____ |
| 58 | 138 Cottage Drive | Rich A. Nuss<br>Dawn L. Nuss | _____<br>_____ |

*** (FCC) = Flanagan Construction Co.

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| | | | |
|---|---|---|---|
| 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<br>Shirley G. Stuckey | _____<br>_____ |
| 49 | 5 Hamlett Drive | (FCC) | |
| 50 | 3 Hamlett Drive | (FCC) | |
| 51 | 2 Hamlett Drive | John H. Thornton<br>Sallie M. Thornton | _____<br>_____ |
| 52 | 4 Hamlett Drive | Vernon J. Barre<br>Donna R. Barre | _____<br>_____ |
| 53 | 6 Hamlett Drive | Travis Mitchell<br>Judy Mitchell | _____<br>_____ |
| 54 | 8 Hamlett Drive | Cecil G. Sampson<br>Catherine E. Sampson | _____<br>_____ |
| 55 | 144 Cottage Drive | Kathleen A. Messenger | _____ (granddaughters) |
| 56 | 142 Cottage Drive | Bertram K. Jenkins<br>Lillian Jenkins | _____<br>_____ |
| 57 | 140 Cottage Drive | Jack E. Chachere<br>Helen D. Chachere | _____<br>_____ |
| 58 | 138 Cottage Drive | Rich A. Nuss<br>Dawn L. Nuss | _____<br>_____ |

*** (FCC) = Flanagan Construction Co.

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| | | | |
|---|---|---|---|
| ~~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<br>Shirley G. Stuckey | _____<br>_____ |
| 49 | 5 Hamlett Drive | (FCC) | |
| 50 | 3 Hamlett Drive | (FCC) | |
| ~~51~~ | 2 Hamlett Drive | John H. Thornton<br>Sallie M. Thornton | _____<br>_____ |
| ~~52~~ | 4 Hamlett Drive | Vernon J. Barre<br>Donna R. Barre | _____<br>_____ |
| 53 | 6 Hamlett Drive | Travis Mitchell<br>Judy Mitchell | _____<br>_____ |
| ~~54~~ | 8 Hamlett Drive | Cecil G. Sampson<br>Catherine E. Sampson | _____<br>_____ |
| ~~55~~ | 144 Cottage Drive | Kathleen A. Messenger | _____ |
| 56 | 142 Cottage Drive | Bertram K. Jenkins<br>Lillian Jenkins | Bertram K. Jenkins<br>Lillian Jenkins |
| 57 | 140 Cottage Drive | Jack E. Chachere<br>Helen D. Chachere | _____<br>_____ |
| 58 | 138 Cottage Drive | Rich A. Nuss<br>Dawn L. Nuss | _____<br>_____ |

*** (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<br>Shirley G. Stuckey | |
| Lot 49 | 5 Hamlett drive | (FCC) | |
| Lot 50 | 3 Hamlett drive | (FCC) | |
| Lot 51 | 2 Hamlett drive | John H. Thornton<br>Sallie M. Thornton | John H Thornton<br>Sallie M. Thornton |
| Lot 52 | 4 Hamlett drive | Vernon J. Barre<br>Donna R. Barre | |
| Lot 53 | 6 Hamlett drive | Travis Mitchell<br>Judy Mitchell | |
| ✓ Lot 54 | 8 Hamlett drive | Cecil G. Sampson<br>Catherine E. Sampson | Cecil G Sampson<br>Catherine E Sampson |
| ✓ Lot 55 | 144 Cottage drive | Kathleen A. Messenger | |
| Lot 56 | 142 Cottage drive | Bertram K. Jenkins<br>Lillian Jenkins | |
| Lot 57 | 140 Cottage drive | Jack E. Chachere<br>Helen D. Chachere | |
| Lot 58 | 138 Cottage drive | Rich A. Nuss<br>Dawn L. Nuss | Richard A Nuss<br>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

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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
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Telephone 601-428-0402
Facsimile 601-428-0452

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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

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**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.

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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

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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.

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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

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(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.

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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.

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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

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(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.

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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.

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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

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(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.

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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.

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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

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(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.

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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.

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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

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(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.

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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.

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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

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(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.

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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.

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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

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(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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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.

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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 |

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**Phases I and II**

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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

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(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.

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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.

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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

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(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.

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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:

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.

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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

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(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.

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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.

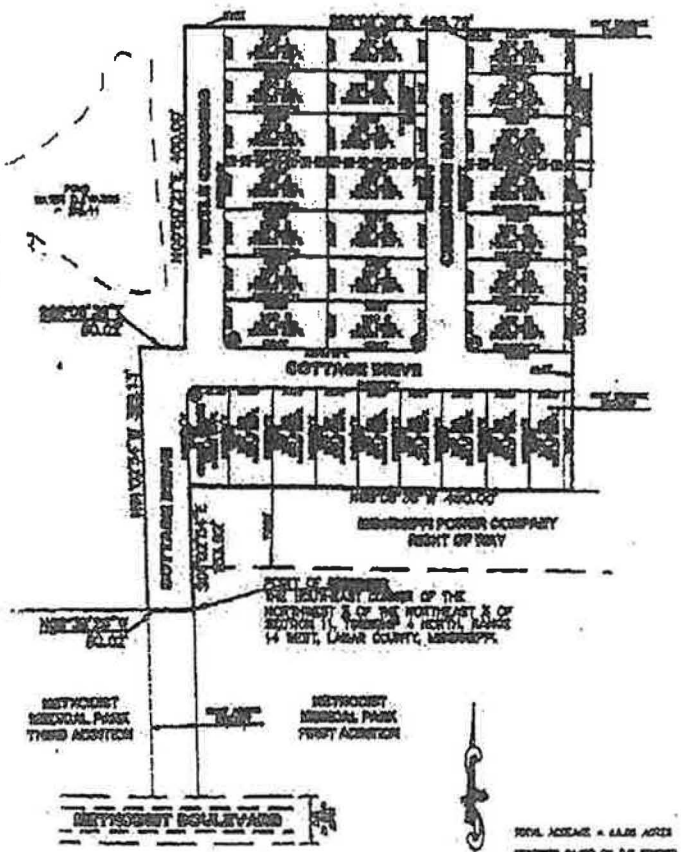
The following members consent to the amendment and authorize the President to record the amendment in the Land Records in the Office of the Chancery Clerk of Lamar County, Mississippi.

*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 |

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# COTTAGES OF TURTLE CREEK SUBDIVISION




| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE No. | RADIUS | LENGTH | CHORD BEARING | CHORD DISTANCE |
| C1 | 14.00' | 22.00' | N44°59'44"E | 19.80' |
| C2 | 15.00' | 15.71' | N44°59'59"W | 14.14' |
| C3 | 14.00' | 15.71' | S45°00'01"W | 14.14' |
| C4 | 15.00' | 23.71' | N44°59'59"W | 14.14' |

STATE OF MISSISSIPPI, COUNTY OF LAMAR

A part of the North ½ of the Northwest 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 Southwest corner of the Northwest ¼ of said Northwest ¼ of Section 11; thence run N01°20'30"W along the West Line of said Northwest ¼ of the Northwest ¼ for 660.00 feet; thence run N88°39'30"E and parallel with the South Line of said Northwest ¼ of the Northwest ¼ for 660.00 feet; thence run S01°20'30"E for 660.00 feet to a Point on the South Line of the Northwest ¼ of the Northwest ¼; thence run S88°39'30"W for 660.00 feet to the POINT OF BEGINNING, containing 10.00 Acres, more or less.

STATE OF MISSISSIPPI, COUNTY OF LAMAR

We, Evergreen Construction Company and Lamb Holmes Greenberry, the Owners, do hereby certify that the aforementioned are the Owners of the land shown in the foregoing certificate of Raymond H. Swanson, a Mississippi Registered Professional Engineer, and that acting on the duly authorized direction of the aforementioned have caused the same to be subdivided and platted as shown hereon, and have designated the name as Cottages of Turtle Creek Subdivision.

Witness our Signature(s) on this, the ____ day of _____, 20__.

Lamb Holmes Greenberry, President
Evergreen Construction Company

Lamb Holmes Greenberry

STATE OF MISSISSIPPI, COUNTY OF LAMAR

Personally appeared before me, the undersigned Notary in and for the jurisdiction aforesaid, duly Partners of the within named Evergreen Construction Company and Lamb Holmes Greenberry, the Owners, who have acknowledged to me that they signed and delivered the plat and the foregoing Surveyor as their act and deed for and in behalf of said Owners, after being authorized so to do, and Raymond H. Swanson, a Mississippi Registered Professional Engineer, who acknowledged to me that he signed and delivered this plat and the foregoing Surveyor.

Given under my hand and seal of office on this, the ____ day of _____, 20__.

Notary Public

(SEAL)

My commission expires: _____

STATE OF MISSISSIPPI, COUNTY OF LAMAR

Survey checked on this the ____ day of _____, 20__, by Raymond H. Swanson 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 hereby approved and accepted, and all improvements constructed thereon 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

I, Wayne Smith, Chancery Court Clerk of said County and Raymond H. Swanson, a Mississippi Registered Professional Engineer, do hereby certify that we have carefully examined this plat of Cottages of Turtle Creek Subdivision, with the original/recorded/survey thereof, as made by the said Raymond H. Swanson 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 ____ day of _____, 20__.

Raymond H. Swanson, PE

Chancery Clerk

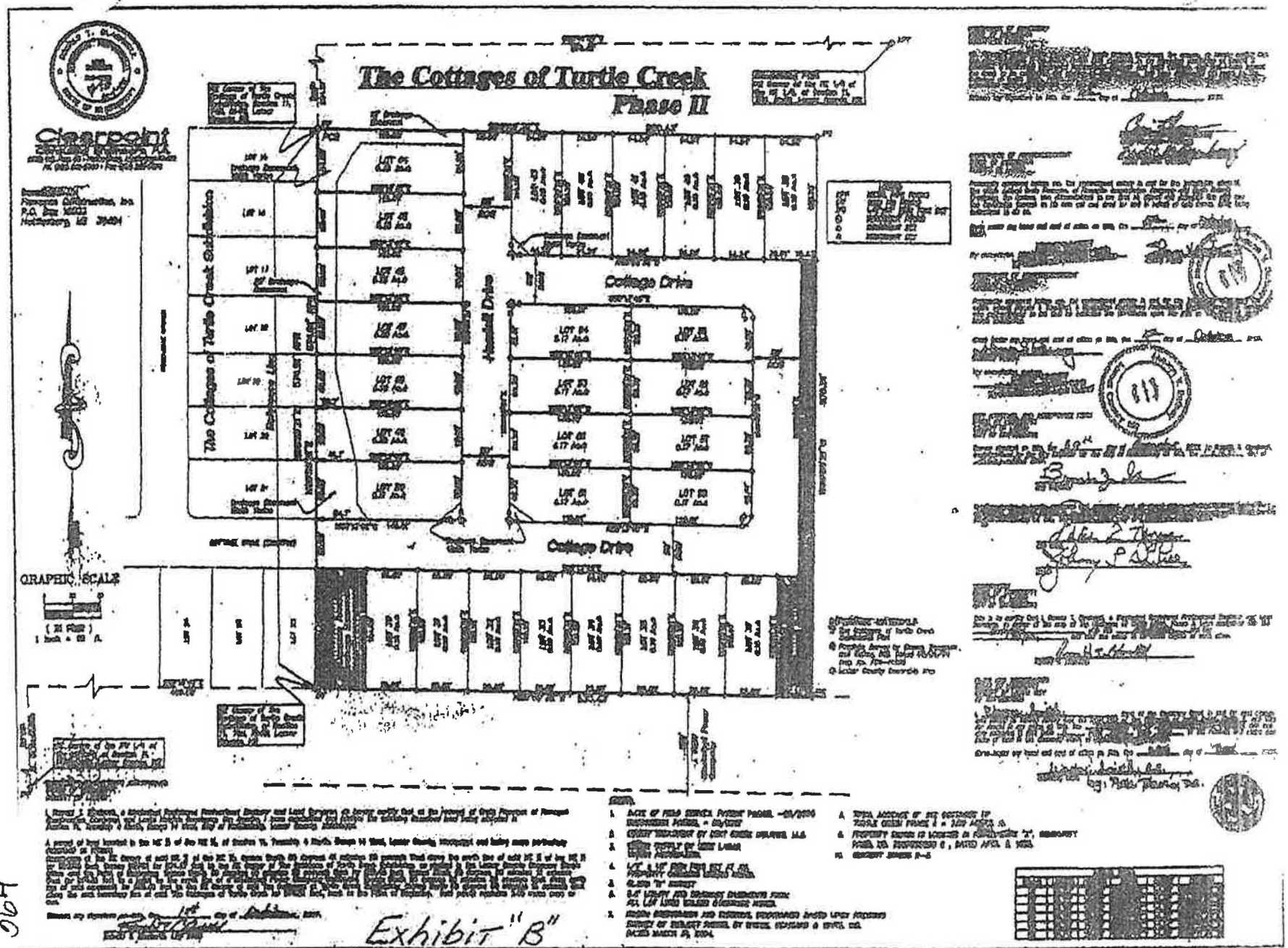
STATE OF MISSISSIPPI, COUNTY OF LAMAR

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 ____ day of _____, and was duly recorded in Plat Book ____ Page ____ 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 ____ day of _____, 20__.

Chancery Clerk

Exhibit "A"


The Cottages of Turtle Creek
Phase II
College Drive
Arnold Drive
College Drive
GRAPHIC SCALE
Exhibit "B"

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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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**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

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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

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JAMES AULTMAN PM 2:19

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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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ls

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, Chief Administrative Officer**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Take from the Table; 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 May 7, 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<br>□ Permitted with conditions<br>♦ Conditional Use<br>× 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.

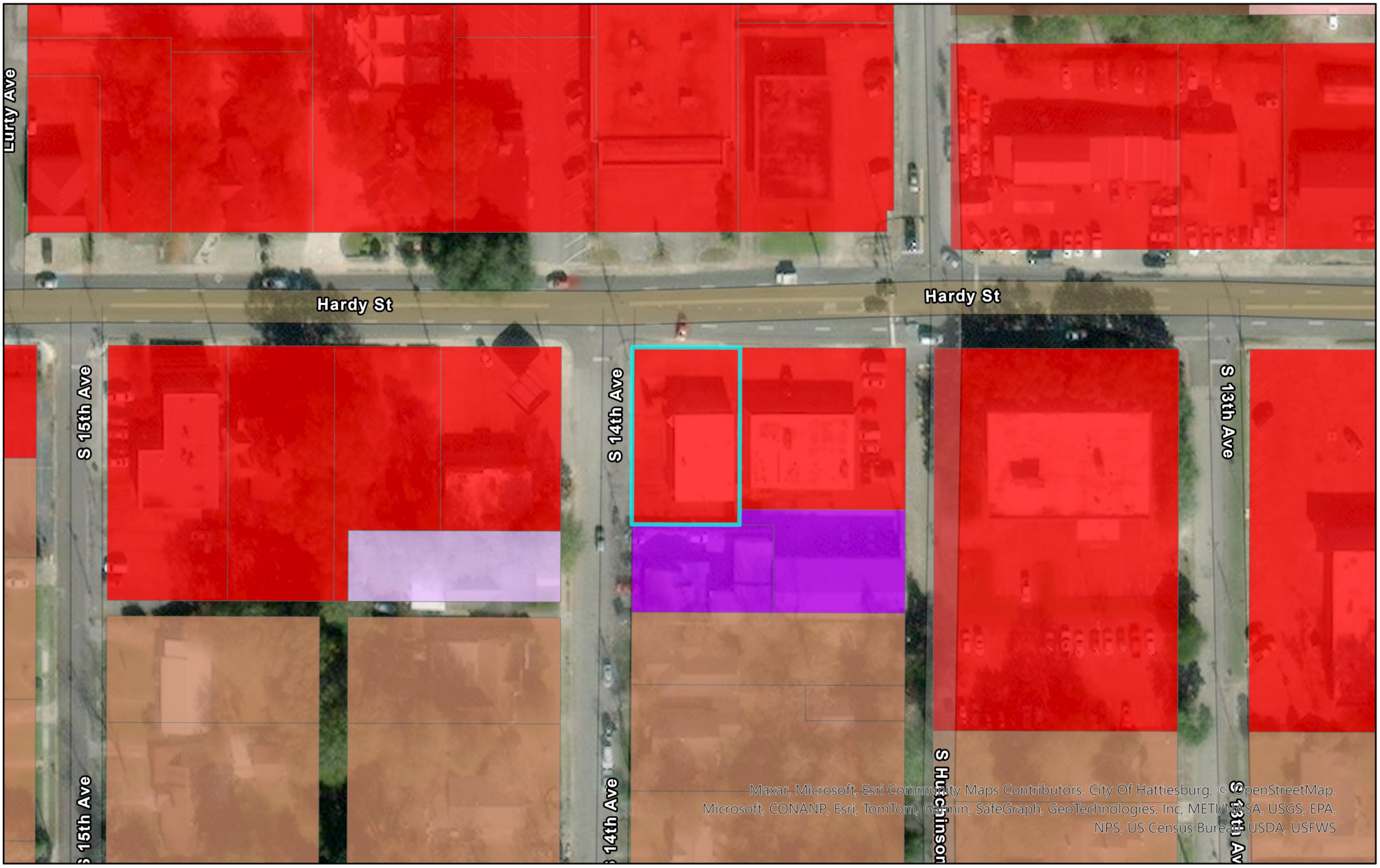
# SUBJECT PARCEL

## 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

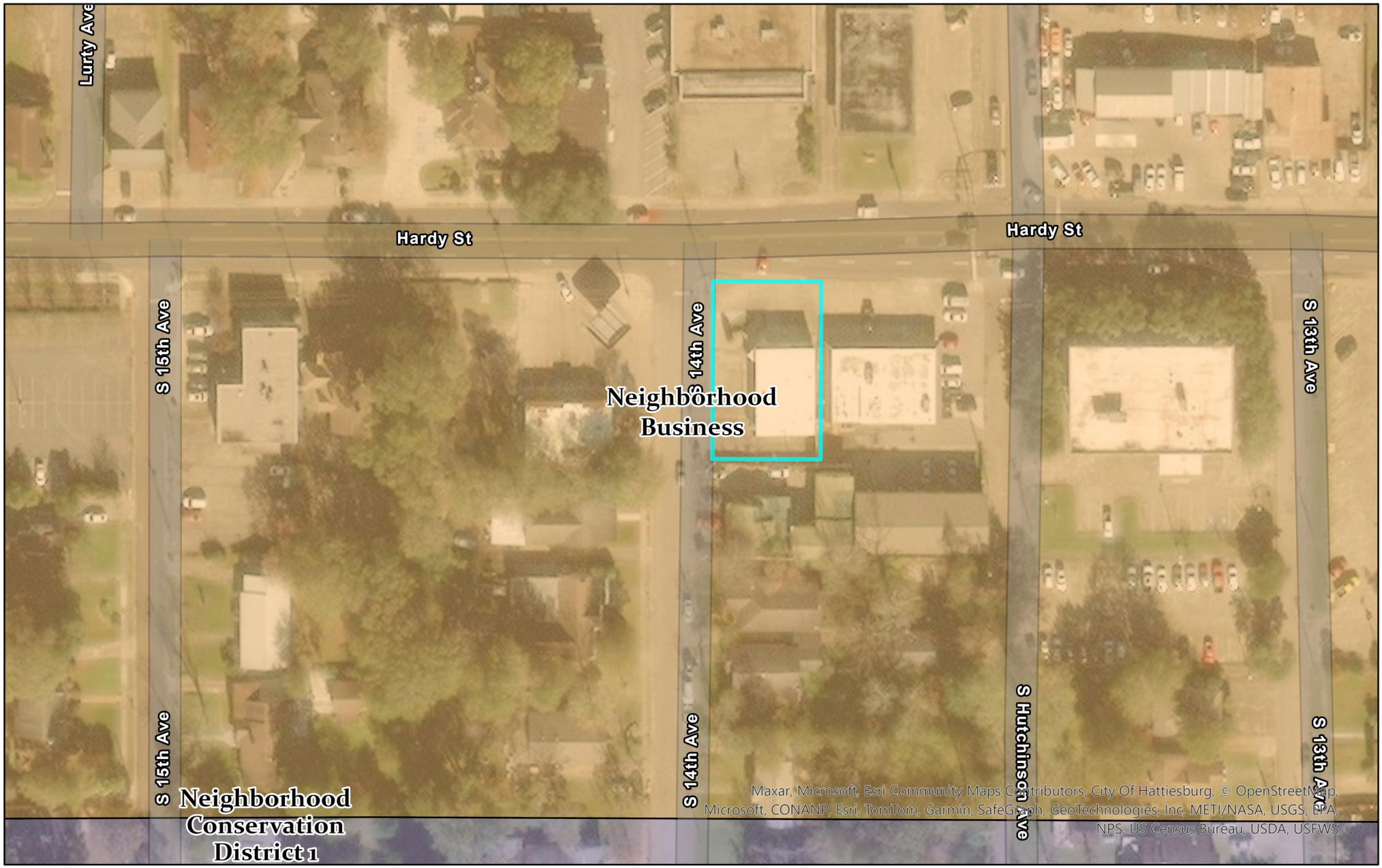
Property is located at 1306 Hardy Street, zoned B-3 (PPIN 20045, Ward 4, Forrest County).

CITY OF HATTIESBURG MISSISSIPPI

**URBAN DEVELOPMENT**
**PLANNING DIVISION**

0 0.03 0.06 Miles

N
W E
S




**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<br>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.

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**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 |

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**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 | | |

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| | | | |
|---|---|---|---|
| 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:** **Wiley Quinn, Urban Development Director**

**cc:** **Charles Copeland, Division Manager**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.**
**File Number: 2024-135**
**Minute Book #**

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**Summary**
Adopt Resolutions of Adjudication 05 07 2024

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

Please place this on the May 7, 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*** |

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: May 7, 2024

RE: Adopt Resolutions of Adjudication

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

| Owner | Address | Clean Up Costs | WARD | PPIN |
|---|---|---|---|---|
| Alan Prunera | 86 Canal Drive | $1808.75 | 3 | 27700 |
| Walter & Yvonne Early | 100 Claiborne Avenue | $2546.00 | 5 | 13533 |
| Dorothy Garrett | 104 North 22nd Avenue | $6059.78 | 4 | 16208 |
| Varrone Dillard | 123 E Florence Street | $4713.51 | 5 | 21319 |
| Norma Gates | 140 East 7th Street | $25,970.42 | 2 | 25849 |
| Christopher Marchetta | 200 St Paul Street | $14,361.34 | 4 | 20911 |
| Gerald Greenwood | 202 Lewis Street | $7973.00 | 2 | 20565 |
| Willie & Sherry Ross | 315 JC Killingsworth Drive | $14,418.30 | 5 | 21415 |
| Silvia Leticia Isidro Gardona | 535 W 4th Street | $13,918.00 | 4 | 14464 |
| Ganesha Tax Investments LLC | 543 W 4th Street | $6603.48 | 2 | 14466 |
| Romeo Martin Perez Agustin | 1406 Concart Street | $5241.25 | 4 | 16865 |

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

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

**RESOLUTION**

**INDEXING INSTRUCTIONS: Parcel # 057A-25-022.000, PPIN # 27700, Lot 20, Canal Place, Lamar County, Mississippi.**

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

**WHEREAS,** the following property has been cleaned by MSP on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Alan Prunera | 86 Canal Drive | 057A-25-022.000 | $1808.75 |
| | | | Total: $1808.75 |

**86 Canal Drive, Hattiesburg, MS 39402, PPIN: 27700, Parcel: 057A-25-022.000, and better described as: Lot 20, Canal Place, as per the map or plat thereof on file in the office of the Chancery Clerk of Lamar County, Mississippi, in Plat Book 3, Page 244, Slide 308; together with all improvements thereon and appurtenances thereunto belonging.**

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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# RESOLUTION

**INDEXING INSTRUCTIONS: PARCEL 2-038G-15-042.00, 100 Claiborne Avenue, PPIN 13533, Hattiesburg, MS, and better described as: Lots 7, 8, and 9 in Block 8 of the Burkett Subdivision**

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

**WHEREAS,** the following property has been cleaned by Public Works on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Walter & Yvonne Early | 100 Claiborne Avenue | 2-038G-15-042.00 | $2546.00 |
| | | | Total: $2546.00 |

**100 Claiborne Avenue, Hattiesburg, MS 39401, PPIN: 13533, Parcel: 2-038G-15-042.00, and better described as: Lots 7, 8 and 9 in Block 8 of the Burkett Subdivision of the South Half of Section 15, Township 4 North, Range 13 West as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, MS said property being assessed on the 2010 Forrest County Tax Rolls as PPIN 013532 and 013533.**

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

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

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

Return to:
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(601) 545-4550

**RESOLUTION**

**INDEXING INSTRUCTIONS: 104 North 22nd Avenue, Hattiesburg, MS 39401, PPIN: 16208, Parcel: 2-028J-08-292.00, and better described as: Lot Eight (8) in Block Twenty-One (21) of the Hattiesburg Heights Survey of the City of Hattiesburg, Forrest County, Mississippi.**

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

**WHEREAS,** the following property has been cleaned by MSP on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Dorothy Garrett | 104 North 22nd Avenue | 2-028J-08-292.00 | $6059.78 |
| | | | Total: $6059.78 |

**104 North 22nd Avenue, Hattiesburg, MS 39401, PPIN: 16208, Parcel: 2-028J-08-292.00, and better described as: All of Lot Eight (8) in Block Twenty-One (21) of the Hattiesburg Heights Second Survey of the City of Hattiesburg, Forrest County, Mississippi, according to the official plat of said survey on file and of record in the office of Chancery Clerk of said county and state; together with all improvements located on said property which property is known as Municipal No. 104 North 22nd Avenue in said City of Hattiesburg, Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.**

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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**RESOLUTION**

**INDEXING INSTRUCTIONS: Parcel # 2-038C-16-257.00, PPIN # 21319, NE 125 FT OF 13 BLK 3 PREV #:H0628-02-012 MCINNIS D D 3RD ADD**

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

**WHEREAS,** the following property has been cleaned by MSP & Terry's Backhoe and Tree Service on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Varrone Dillard | 123 E Florence Street | 2-038C-16-257.00 | $4713.51 |
| | | | Total: $4713.51 |

**123 E Florence Street, Hattiesburg, MS 39401, PPIN: 21319, Parcel: 2-038C-16-257.00, and better described as: A part of lots 13 and 14, Block 3 according to the McInnis 3rd Survey or Addition to the City of Hattiesburg as per plat now on file in the office of the Chancery Clerk of Forrest County, Mississippi, being a part of Section 16 Township 4, North Range 13 West, Forrest County, Mississippi.**

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

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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**RESOLUTION**

**INDEXING INSTRUCTIONS: Pt NW ¼ of SW ¼ Sec 3 T4N R13W**

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

**WHEREAS,** the following property has been cleaned by Terry's Backhoe and Tree Service on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Norma Gates | 140 East 7th Street | 2-029G-03-322.00 | $25,970.42 |
| | | | Total: $25,970.42 |

**140 E. 7th Street, PPIN: 25849, Parcel: 2-029G-03-322.00, and better described as: Receipt #10115 Parcel #2-029G-03-322.00 PPIN #25849. All that pt. NW ¼ SW ¼ lying E. of G&S I RR E & S of Meridian Fert Fact W to Gravel line of no & NERR & N or 7th St. & VC 7th St. S of Sd land & S of Hattiesburg Gin. STR 3-4N-13W Previous # 1H1004-00-002.**

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

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**RESOLUTION**

**INDEXING INSTRUCTIONS: Parcel # 2-029K-09-391.00, PPIN # 20911, The South Forty Five (45) feet of Lots 1, 2, 3. and 4; the North Twenty-Six (26) feet of Lots 21 and 22; all of Lot 24; and a part of Lot 23 described as beginning at the SE corner of Lot 23 and run West of 11.67 feet, thence run North for 77 feet, thence run West for 18 feet, thence run North for 42 feet, thence run West for 18.66 feet to the West line of Lot 23, thence run North for 26 feet to the NW corner of lot 23, thence run East for 48.33 feet to the NE corner of Lot 23, thence run South for 145 feet to the beginning; all of the above described property being in Block 5 of the Moseley & Dozier Survey of Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof in the office of the Chancery Clerk of Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.**

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

**WHEREAS,** the following property has been cleaned by MSP on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Christopher Marchetta | 200 St Paul Street | 2-029K-09-391.00 | $14,361.34 |
| | | | Total: $14,361.34 |

**200 St Paul Street, Hattiesburg, MS 39401, PPIN: 20911, Parcel: 2-029K-09-391.00, and better described as: The South Forty Five (45) feet of Lots 1, 2, 3, and 4; the North Twenty-Six (26) feet of Lots 21 and 22; all of Lot 24; and a part of Lot 23 described as beginning at the SE corner of Lot 23 and run West of 11.67 feet, thence run North for 77 feet, thence run West for 18 feet, thence run North for 42 feet, thence run West for 18.66 feet to the West line of Lot 23, thence run North for 26 feet to the NW corner of lot 23, thence run East for 48.33 feet to the NE corner of Lot 23, thence run South for 145 feet to the beginning; all of the above described property being in Block 5 of the Moseley & Dozier Survey of Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat**

**thereof in the office of the Chancery Clerk of Forrest County, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.**

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

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

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**RESOLUTION**

**INDEXING INSTRUCTIONS: Lots 1 and 2 in Block 5 of C.J. Miller Survey.**

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

**WHEREAS,** the following property has been cleaned by MSP on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Gerald Greenwood | 202 Lewis Street | 2-029K-09-076.00 | $7973.00 |
| | | | Total: $7973.00 |

**202 Lewis Street, Hattiesburg, MS 39401, PPIN: 20565, Parcel: 2-029K-09-076.00 and better described as: A part of Lots 1 and 2 in block 5 of the C.J. Miller Survey or Addition to the City of Hattiesburg, Forrest County, Mississippi and being more particularly described as commencing at the Northeast Corner of said Lot 1, Block 5, and run South and along the East line of said Lot 1, Block 5 for 70.45 feet to and for the Point of Beginning; thence continue South along said line 62.05 feet; thence West and parallel to the North line of said Lots 1 and 2, Block 5, for 100 feet to the West line of said Lot 2, thence North along the West line of said Lot 2, Block 5, for 57.5 feet; thence East for 2 feet; thence North 4.55 feet; thence East 98 feet to the Point of Beginning, together with all improvements and appurtenances thereunto belonging.**

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Prepared by:
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Code Enforcement
P.O. Box 1898
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# RESOLUTION

**INDEXING INSTRUCTIONS: A part of Lot 4 in Block 22 of the D.D. McInnis Third Addition, Hattiesburg, Forrest County, Mississippi.**

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

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

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Willie & Sherry Ross | 315 JC Killingsworth Drive | 2-038F-16-142.00 | $14,418.30 |
| | | | Total: $14,418.30 |

**315 JC Killingsworth Drive, Hattiesburg, MS 39401, PPIN: 21415, Parcel: 2-038F-16-142.00, and better described as: The unexpired portion of the above referenced 99-year leasehold described as: A part of Lot 4 in Block 22 of the D.D. McInnis Third Addition, described as: Beginning at the Northernmost corner of said Block 22, being at the intersection of the South line of 23rd Avenue, with the West line of Ashford Street, and run Southeasterly along the West line of Ashford Street for 127.0 feet to and for the Point of Beginning; thence continue Southeasterly along the West line of Ashford Street for 73.0 feet; thence run Southwesterly for and at right angles to Ashford Street, 200.00 feet to the center of said Block; thence at right angles, run Northwesterly for 73.0 feet; thence run Northeasterly for 200.00 feet to the Point of Beginning; together with all improvements thereon and appurtenances thereunto belonging.**

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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Return to:
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**RESOLUTION**

**INDEXING INSTRUCTIONS: 2-029F-04-192.00 535 W. 4th Street, Hattiesburg, MS, CRITTENDEN SURVEY, PT 3 BEG 30 FT N & 313.45FT E OF SW COR SE ¼ SCE 4T RG 4 13 W N 281 FT E 97.5 FT S 272.5 FT TO 4TH ST W 100FT TO BEG BLK 171 PREV # H1044-02-013**

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

**WHEREAS,** the following property has been cleaned by MSP on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Silvia Leticia Isidro Gardona | 535 W 4th Street | 2-029F-04-192.00 | $13,918.00 |
| | | | Total: $13,918.00 |

**535 W 4th Street, Hattiesburg, MS 39401, PPIN: 14464, Parcel: 2-029F-04-192.00, and better described as: A part of the Southwest Quarter of the Southeast Quarter (SW ¼ of SE ¼) of Section Four (4), Township (4) North, Range Thirteen (13) West in the County of Forrest, State of Mississippi, more particularly described as follows, to-wit:**

**Commencing at the concrete monument in Fourth Street set and established as and for the Southwest corner of the Southeast Quarter of the above described Section Four (4), and run thence East along the Section Four (4), for a distance of 313.45 feet, thence North for a distance of 30 feet to the North margin of Fourth Street to and for a point of beginning, thence North and along an old fence line for a distance of 281 feet to the right-of-way of the Mississippi Central Railroad, thence easterly and along the said railroad right-of-way for a distance of 97.5 feet to the corner of an old fence, thence South and along the said fence 272.5 feet to the North margin of Fourth Street, thence West along Fourth Street for a distance of 100 feet to the point of beginning, and being the identical property purchased by Charles H. Scoville, from W. O. Rea, Receiver of the Building and Loan Association of Jackson, Mississippi, on the 6th day of June, 1936, as per deed filed and recorded in Book**

**49, Pages 561 and 562 of the Land Deed Records of Forrest County, Mississippi, on the 8th of June, 1936, being a part of Lot Three (3) in Block 171 of the CRITTENDEN SURVEY of the City of Hattiesburg, County of Forrest, State of Mississippi.**

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

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

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

**RESOLUTION**

**INDEXING INSTRUCTIONS: Part of Lot 4, Block 171, Crittenden Survey, Forrest County, Mississippi, PPIN 14466.**

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

**WHEREAS,** the following property has been cleaned by MSP on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Ganesha Tax Investments LLC | 543 W 4th Street | 2-029F-04-190.00 | $6603.48 |
| | | | Total: $6603.48 |

**543 W. 4th, Street, Hattiesburg, MS 39401, PPIN: 14466, Parcel: 2-029F-04-190.00, and better described as: Beginning at the SW corner of Lot 4 and run N for 30 feet East 30 feet to the intersection of N/line of Fourth Street East 133 feet along the N line of Fourth Street to the point of beginning East 50 feet North 200 feet West 50 feet South 200 feet to point of beginning, being Part of Lot 4, Block 171 Crittenden Survey. PPIN# 14466, also has the principal address of 543 W. 4th Street.**

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

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

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

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

**RESOLUTION**

**INDEXING INSTRUCTIONS: Lots 1, 2, and 3, Block 9, Hattiesburg Heights Proper Survey, Hattiesburg, Forrest County, Mississippi.**

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

**WHEREAS,** the following property has been cleaned by MSP on behalf of the City.

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

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

| OWNER/LEGAL | ADDRESS | PARCEL NUMBER | CLEAN-UP COST |
|---|---|---|---|
| Romeo Martin Perez Agustin | 1406 Concart Street | 2-029M-09-325.00 | $5241.25 |
| | | Total: | $5241.25 |

**1406 Concart Street, Hattiesburg, MS 39401, PPIN: 16865, Parcel: 2-029M-09-325.00, and better described as: West half of Lots One (1), Two (2) and Three (3), Block Nine (9) of the Hattiesburg Heights Proper Survey 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 2.** That public interest and necessity requiring same, this resolution shall become Effective immediately from and after passage.

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

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the 7th day of May 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May 2024.

ATTEST: APPROVED:

_____ _____
CITY CLERK MAYOR

# Memorandum

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

**From:** **Rachel Viescas, Code Enforcement Clerk**

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

**Date:** **Tuesday, May 7, 2024**

**Re:** **Adopt a Resolution setting Public Hearing on Monday, June 3rd, 2024 at 4:00 p.m. in the City Council Chambers located at City Hall to determine if certain properties are in such a state of 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.**
**File Number: 2024-118**
**Minute Book #**

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**Summary**
Set Public Hearing 06 03 2024, Unsafe Properties

**Recommendation Statement**
I recommend the setting of a Public Hearing to consider the state of the listed attached properties to determine if these properties are in such a state of 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.

Please place this on the May 7, 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* |

**MEMORANDUM**

TO: Mayor and City Council

FROM: Wiley Quinn, Urban Development Director

DATE: May 7, 2024

RE: Set Public Hearing

The Code Enforcement Division requests that the City Council hold a Public Hearing on Monday, June 3, 2024 to determine if the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community, according to the provisions of MS Code 1972, Section 21-19-11.

| | **Address** | **PPIN** | **Ward** | **Violations** | **Proposed Actions** | **Estimated Cost** | **Estimated Penalty** |
|---|---|---|---|---|---|---|---|
| 1. | 116 Oak Street Hattiesburg, MS 39401 | 20267 | 2 | DB, US, VS OGL | Cut, Clean, Demo | $12,096 | $1,500 |
| 2. | 208 Tipton Street Hattiesburg, MS 39401 | 21161 | 2 | DB, US, VS OGL | Cut, Clean, Demo | $9,149 | $1,500 |
| 3. | 702 Magnolia Avenue Hattiesburg, MS 39401 | 22351 | 2 | DB, US, VS OGL | Clean, Close, Demo | $7,428 | $1,500 |
| 4. | 703 Magnolia Avenue Hattiesburg, MS 39401 | 13623 | 2 | DB, US, VS OGL | Clean, Demo | $8,911 | $1,500 |
| 5. | 714 New Orleans Street Hattiesburg, MS 39401 | 25747 | 2 | DS, US, OGL | Clean, Close | $8,337 | $1,500 |
| 6. | 718 New Orleans Street Hattiesburg, MS 39401 | 25750 | 2 | DB, US, VS OGL | Clean, Demo | $7469 | $1,500 |
| 7. | 730 N 19th Ave Hattiesburg, MS 39401 | 14859 | 2 | GAR/RUB, DB, DS, US, VS | Clean, Demo | $17,256 | $1,500 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8. | 813 Milton Barnes Avenue Hattiesburg, MS 39401 | 40052 | 2 | DB, US, VS OGL | Cut, Clean, Demo | $11,158 | $1,500 |
| 9. | 1000 Mobile Street Hattiesburg, MS 39401 | 18044 | 2 | GAR/RUB, DB, DS, US, VS | Clean, Demo | $7,588 | $1,500 |
| 10. | 1214 Putnam Avenue Hattiesburg, MS 39401 | 22467 | 2 | DB, DS, US, OGL | Cut, Clean, Demo | $6,496 | $1,500 |
| 11. | 6563 US Hwy 49 Hattiesburg, MS 39401 | 27502 | 1 | GAR/RUB, AS, DB, US | Clean, Demo | $450,198 | $1,500 |
| 12. | 815 Country Club Road Hattiesburg, MS 39401 | 21364 | 5 | AB, DB | Cut, Clean, Demo | $16,184 | $1,500 |

Garbage & Rubbish=GAR/RUB
Dilapidated Building=DB
Dangerous Structure=DS
Imminent Danger=ID
Overgrown Lot=OGL
Open Storage=OS
Unsafe Structure=US
Abandoned Vehicle=AV
Abandoned Structure=AS
Vacant Structure=VS
Owner Responsibility=OR

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

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

**RESOLUTION**

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

| | Address | PPIN | Ward | Violations |
|---|---|---|---|---|
| 1. | 116 Oak Street | 20267 | 2 | DB, US, VS, OGL |
| 2. | 208 Tipton Street | 21161 | 2 | DB, US, VS, OGL |
| 3. | 702 Magnolia Avenue | 22351 | 2 | DB, US, VS, OGL |
| 4. | 703 Magnolia Avenue | 13623 | 2 | DB, US, VS, OGL |
| 5. | 714 New Orleans Street | 25747 | 2 | DS, US, OGL |
| 6. | 718 New Orleans Street | 25750 | 2 | DB, US, VS, OGL |
| 7. | 730 N 19th Avenue | 14859 | 2 | GAR/RUB, DB, DS, US, VS |
| 8. | 813 Milton Barnes Avenue | 40052 | 2 | DB, US, VS, OGL |
| 9. | 1000 Mobile Street | 18044 | 2 | GAR/RUB, DB, DS, US, VS |
| 10. | 1214 Putnam Avenue | 22467 | 2 | DB, DS, US, OGL |
| 11. | 6563 US Hwy 49 | 27502 | 1 | GAR/RUB, AS, DB, US |
| 12. | 815 Country Club Road | 21364 | 5 | AB, DB |

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in the City Council Chambers located at City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, June 3, 2024, to determine whether or not the above- described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of May, 2024.

(SEAL)

ATTEST: ADOPTED:

_____ _____
CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of May, 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, May 7, 2024**

**Re:** **Adopt a Resolution declaring certain vehicles as surplus; authorize the sale of said vehicles at auction, and the removal of said vehicles from the inventory of the Public Works Department. (per attached memo)**
**File Number: 2024-137**
**Minute Book #**

---

**Summary**
Declaring vehicles a surplus in the Public Works Department and removing them from inventory to be sold at auction.

**Recommendation Statement**

I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

**RESOLUTION**

**WHEREAS**, the City of Hattiesburg finds and determines that certain vehicles (per attached list), to be surplus and are not to be used in the future operation of the city; and

**WHEREAS**, the City of Hattiesburg finds and determines that the disposal of said vehicles, in the manner otherwise provided by law, is not necessary or desirable for the financial welfare of the City; and

**WHEREAS**, the governing authorizes of the City of Hattiesburg are authorized and empowered in their discretion to dispose said assets in accordance with appropriate Ms Code statutes; and

**WHEREAS**, the governing authorities of the City of Hattiesburg desire to dispose said assets (per attached list) at auction; and

**NOW, THEREFORE, BE IT RESOLVED** that the Hattiesburg City Council does hereby declare to be surplus and authorizes the disposal of said vehicle (per attached list).

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

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted, on this the 7th day of May, A.D., 2024.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT OF COUNCIL

The above and foregoing Resolution having been submitted to and approved by the Mayor, the 7th day of May A.D., 2024.

ATTEST: ADOPTED:

_____ _____

CITY CLERK MAYOR

## *HATTIEBURG PUBLIC WORKS*

## *MAY 2024 AUCTION LISTING*

| *UNIT* | *YEAR* | *MAKE/MODEL* | *VIN* |
|---|---|---|---|
| 9609 | | FORD F150 | 1FTEF17L8VNC58044 |
| 15449 | 2006 | CHEVY IMPALA LS | 2G1WB58KX69426243 |
| 5962 | 2007 | FORD F250 SUPER DUTY | 1FTSW20508EB33838 |
| 13512 | | GMC | 1GTEC14X432Z297512 |
| 15963 | 2007 | FORD F250 SUPER DUTY | 1FTNX20598EB26477 |
| 21252 | 2007 | FORD F250 SUPER DUTY | IFT5W20568EB30040 |
| 17530 | 2009 | FORD F150XL | 1FTFX1EVXAFA74007 |
| 9605 | 1997 | FORD F150XL | 1FTEF17L7VNC54664 |
| 13048 | 2002 | DODGE RAM 1500 | 1D7AA16K12J220118 |
| 11037 | 1999 | FORD EXPLORER | 1FMDU34EXXUB62259 |
| 115784 | 1999 | FORD EXPLORER | 1FMDU3FE4XUC07146 |
| 14402 | 2006 | OPEN BODY INTERNATIONAL | 1HTWCAAR75J002594 |
| 10146 | 1997 | PLYMOUTH | IP3EJ46C8VN710530 |
| 15142 | 1995 | FORD BRONCO | IFMEU15N25IVG1784 |
| 11740 | 1999 | FORD TAURUS S.E. | IFAFP536IYAIO7846 |
| | | | |

## *May 2024 Remove From Inventory*

**The following items will be removed from inventory and have been deemed unrepairable and/or damaged beyond repair. These items will be removed as scrap materials.**

| *UNIT* | *YEAR* | *MAKE/MODEL* | *VIN* |
|---|---|---|---|
| 7873 | 1993 | AUTOMOTIVE | HTSCPHN3RH548875 |
| | 2000 | AUTOMOTIVE | 1GCGC24R6YR213407 |
| 14677 | | AUTOMOTIVE | 1FT1F20L12EBO3945 |
| 13047 | 2002 | AUTOMOTIVE | 2B4JB25Y82K128929 |
| | 1997 | AUTOMOTIVE | 1FKYF80WYA19103 |
| 9490 | | AUTOMOTIVE | 251WL52M2V9176679 |
| 7872 | | AUTOMOTIVE | 1HTSCPHN1PH5Y8872 |
| 6001 | | COMPRESSOR | |
| 14129 | | AUTOMOTIVE | 2G1WF52E849349300 |
| 11519 | 1999 | AUTOMOTIVE | 1FTZF1722YNAL9452 |
| 14164 | 2004 | AUTOMOTIVE | 1FDNF20L14EC86858 |
| | 1995 | AUTOMOTIVE | 1FTHF25H6SNB60319 |
| | | | |

# Memorandum

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

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

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve Contract with Neel-Schaffer, Inc. for engineering services related to the Highway 49 & William Carey Parkway Intersection Improvements project and authorize the Mayor to execute in duplicate.**
**File Number: 2024-125**
**Minute Book #**

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**Summary**
Approve contract with Neel-Schaffer, Inc. for engineering services related to the Highway 49 & William Carey Parkway Intersection Improvements project and authorize the Mayor to execute in duplicate.

**Recommendation Statement**
I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

February 20, 2024

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

RE: HIGHWAY 49 & WILLIAM CAREY PARKWAY INTERSECTION IMPROVEMENTS
AGREEMENT FOR DESIGN & CONSTRUCTION PHASE SERVICES

Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional services to the City of Hattiesburg in reference to the Highway 49 & William Carey Parkway Intersection Improvements Project. Our services will be provided for a fixed fee of $105,000.00 (Design - $65,000 / CEI - $40,000) and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Map and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

Please indicate your acceptance by executing this agreement and returning a signed copy to our office. Thank you for the opportunity to be of continued service to the City of Hattiesburg.

Sincerely,

Neel-Schaffer, Inc.

Mike Essary, P.E.
Vice President

ACCEPTED:

BY: _____ DATE: _____

Attachments

P: 601.545.1565 | F: 601.545.2267
704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects

# EXHIBIT A

## Scope of Work

The scope of work will include intersection improvements at Highway 49 and William Carey Parkway. (See Exhibit B for Project Map)

**I - Items included in our Scope of Work:**

1. Development and submission of MDOT Permit
2. Development of Construction Plans and Specifications
3. Development of Final Cost Estimate and Bid Documents
4. Bidding and Award Assistance
5. Construction Administration

**II- Items NOT included in our Scope of Work:**

1. Traffic Study
2. Boundary Survey
3. Property Acquisition Services
4. Environmental, Cultural or Historical Assessments




William Carey Parkway and US Highway 49 Frontage Road

City of Hattiesburg, Mississippi

NEEL-SCHAFFER
Solutions you can build upon

# EXHIBIT C
# GENERAL TERMS AND CONDITIONS
# PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

   Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

5. **Ownership of Documents.** All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

6. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

7. **Suspension of Services.** Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.

8. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

# EXHIBIT C
# GENERAL TERMS AND CONDITIONS
# PROFESSIONAL SERVICES

9. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

   To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.

11. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

12. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

14. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.

15. **Force Majeure.** Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

# EXHIBIT C
# GENERAL TERMS AND CONDITIONS
# PROFESSIONAL SERVICES

16. **Compliance with Laws**. To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

17. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

19. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

20. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

21. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

22. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

23. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

24. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

25. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

26. **Conflicting Terms**. If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

[The remainder of this page intentionally left blank]

# Memorandum

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

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

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve Contract with Neel-Schaffer, Inc. for engineering services related to the Highway 49 Roadway Lighting Project-Phase II and authorize the Mayor to execute in duplicate.**
**File Number: 2024-123**
**Minute Book #**

---

**Summary**
Approve contract with Neel-Schaffer, Inc. for engineering services related to the Highway 49 Roadway Lighting Project-Phase II and authorize the Mayor to execute in duplicate.

**Recommendation Statement**
I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

February 20, 2024

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

RE: HIGHWAY 49 ROADWAY LIGHTING PROJECT – PHASE II
4TH STREET TO 31ST AVENUE
AGREEMENT FOR DESIGN & CONSTRUCTION PHASE SERVICES

Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional services to the City of Hattiesburg in reference to the Highway 49 Roadway Lighting Project – Phase II. Our services will be provided for a fixed fee of $90,831.00 (Design - $40,000 / CEI - $50,831) and will be in accordance with Exhibit A – Scope of Work, Exhibit B – Project Map and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

Please indicate your acceptance by executing this agreement and returning a signed copy to our office. Thank you for the opportunity to be of continued service to the City of Hattiesburg.

Sincerely,

Neel-Schaffer, Inc.

Geoffrey Crosby, P.E.
Assistant Engineer Manager

ACCEPTED:

BY: _____ DATE: _____

Attachments

P: 601.545.1565 | F: 601.545.2267
704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects

# EXHIBIT A

## Scope of Work

***(Based on a Construction Budget of $975,000)***

The scope of work will include roadway lighting along Highway 49 (Both sides of the highway) similar to the Phase I project. It will also include uplighting at the following locations:

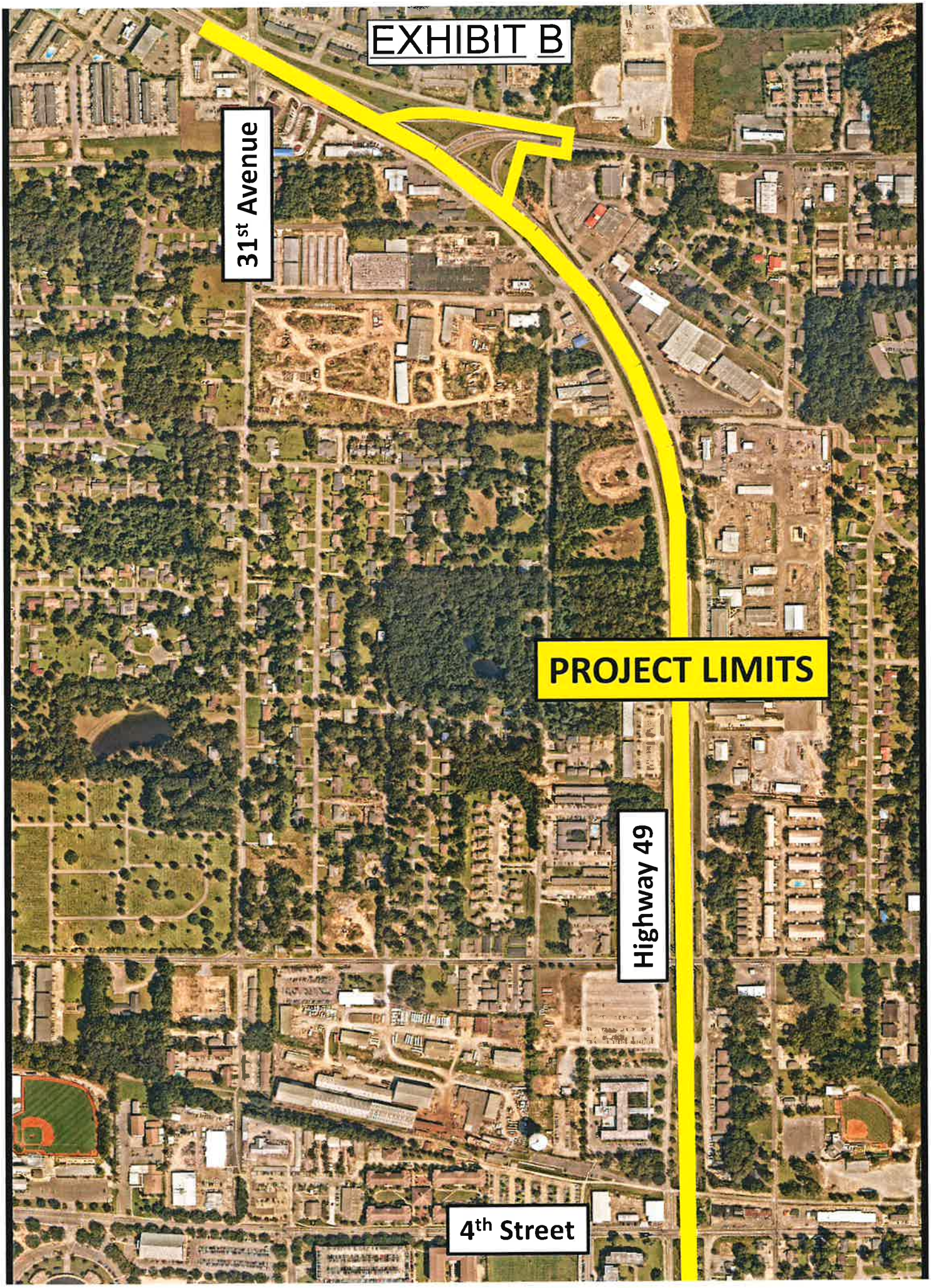
- 7th Street Underpass
- 4th Street Retaining wall Logo Signs
- Rails to Trails bridge over Highway 49
- Highway 42 Intersection

**I - Items included in our Scope of Work:**

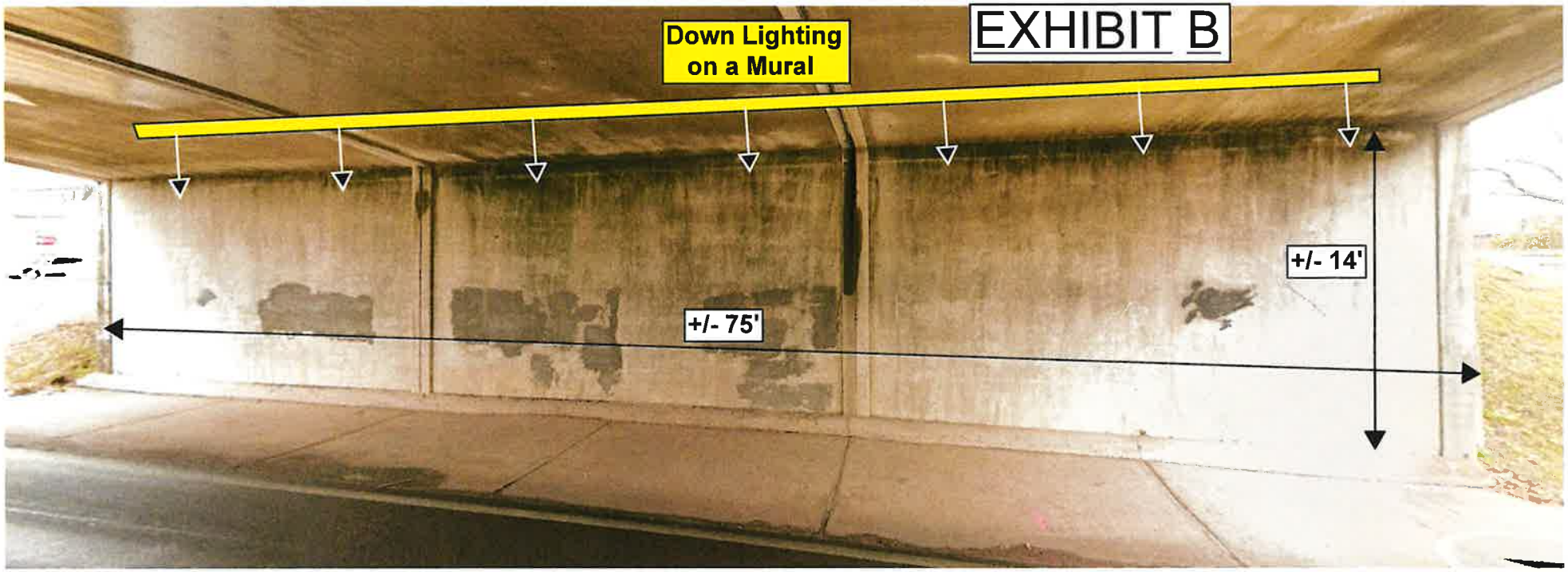
1. Development and submission of MDOT Permit
2. Development of Construction Plans and Specifications (Using Aerial Photography)
3. Development of Final Cost Estimate and Bid Documents
4. Bidding and Award Assistance
5. Construction Administration

**II- Items NOT included in our Scope of Work:**

1. Boundary Survey
2. Topographic Survey
3. Property Acquisition Services
4. Environmental, Cultural or Historical Assessments


EXHIBIT B
31st Avenue
PROJECT LIMITS
Highway 49
4th Street

# EXHIBIT B






# EXHIBIT B


Lighting for this Bridge
SOUTHERN MISS.
GO GOLDEN EAGLES
LONGLEAF TRACE RECREATIONAL TRAIL


Uplighting for these signs
SOUTHERN MISS
CITY OF HATTIESBURG

# EXHIBIT C
# GENERAL TERMS AND CONDITIONS
# PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

   Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

5. **Ownership of Documents**. All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

6. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

7. **Suspension of Services**. Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.

8. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

# EXHIBIT C
# GENERAL TERMS AND CONDITIONS
# PROFESSIONAL SERVICES

9. **Indemnification**. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

   To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.

11. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

12. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Consequential Damages**. Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

14. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 60 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.

15. **Force Majeure**. Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

# EXHIBIT C
# GENERAL TERMS AND CONDITIONS
# PROFESSIONAL SERVICES

16. **Compliance with Laws**. To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

17. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

19. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

20. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

21. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

22. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

23. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

24. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

25. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

26. **Conflicting Terms**. If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

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# Memorandum

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

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

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

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve Agreement between City of Hattiesburg and Landry Lewis Germany Architects, P.A., for renovations to 1410 West Pine Street and authorize the Mayor to execute the same.**
**File Number: 2024-140**
**Minute Book #**

---


### Summary

Approve agreement between City of Hattiesburg and Landry Lewis Germany Architects, P.A., for renovations to 1410 West Pine Street.


### Recommendation Statement

I recommend this item for approval.

Please place this on the May 7, 2024 City Council meeting for consideration.

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Eigth day of April in the year Two Thousand Twenty-Four
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

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

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

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

Renovation to 1410 West Pine Street
Hattiesburg, Mississippi 39401
CN 24-4073

The Owner and Architect agree as follows.

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

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

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(1416778032)

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8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT


## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The be determined

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Renovation to 1410 West Pine Street.

**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

To be determined

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:


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**User Notes:** (1416778032)

To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

To be determined

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive bid

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3:
*(List name, address, and other contact information.)*

Toby Barker, Mayor or such other person as may be identified.

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

N/A

**§ 1.1.9** The Owner shall retain the following consultants and contractors:
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

To be determined


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User Notes: (1416778032)

.2 Civil Engineer:

N/A

.3 Other, if any:
*(List any other consultants and contractors retained by the Owner.)*

To be determined

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Shane Germany, AIA, or such other person as may be identified.

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

Second Moment
228 Zelma Lane
Florence, Mississippi 39073

.2 Mechanical Engineer:

I.C. Thomasson
104 East Cherokee Street
Brookhaven, Mississippi 39601

.3 Electrical Engineer:

I.C. Thomasson
104 East Cherokee Street
Brookhaven, Mississippi 39601

**§ 1.1.11.2** Consultants retained under Supplemental Services:

N/A

**§ 1.1.12** Other Initial Information on which the Agreement is based:

N/A

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the

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**User Notes:** (1416778032)

Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

*(Paragraph deleted)*

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars - Two Million Dollars ($ One Million Dollars - Two Million Dollars ) for each occurrence and One Million Dollars - Two Million Dollars ($ One Million Dollars - Two Million Dollars ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ One Million Dollars ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than One Million Dollars ($ One Million Dollars ) each accident, One Million Dollars ($ One Million Dollars ) each employee, and One Million ($ One Million ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00 ) per claim and One Million Dollars ($ 1,000,000.00 ) in the aggregate.

**§ 2.5.7 N/A**

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User Notes: (1416778032)

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5 upon request

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

### § 3.2 Schematic Design Phase Services

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may

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include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

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**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- **.1** facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- **.2** organizing and participating in selection interviews with prospective contractors;
- **.3** preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- **.4** participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

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**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### § 3.6.2 Evaluations of the Work

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### § 3.6.3 Certificates for Payment to Contractor

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

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### § 3.6.4 Submittals

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

### § 3.6.5 Changes in the Work

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

**§ 3.6.6.1** The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services | Responsibility *(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.1** Programming | N/A |
| **§ 4.1.1.2** Multiple preliminary designs | N/A |
| **§ 4.1.1.3** Measured drawings | N/A |
| **§ 4.1.1.4** Existing facilities surveys | N/A |
| **§ 4.1.1.5** Site evaluation and planning | N/A |
| **§ 4.1.1.6** Building Information Model management responsibilities | N/A |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | N/A |
| **§ 4.1.1.8** Civil engineering | N/A |
| **§ 4.1.1.9** Landscape design | N/A |
| **§ 4.1.1.10** Architectural interior design | N/A |
| **§ 4.1.1.11** Value analysis | N/A |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | N/A |
| **§ 4.1.1.13** On-site project representation | N/A |
| **§ 4.1.1.14** Conformed documents for construction | N/A |
| **§ 4.1.1.15** As-designed record drawings | N/A |
| **§ 4.1.1.16** As-constructed record drawings | N/A |
| **§ 4.1.1.17** Post-occupancy evaluation | N/A |

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| Supplemental Services | Responsibility (Architect, Owner, or not provided) |
|---|---|
| § 4.1.1.18 Facility support services | N/A |
| § 4.1.1.19 Tenant-related services | N/A |
| § 4.1.1.20 Architect's coordination of the Owner's consultants | N/A |
| § 4.1.1.21 Telecommunications/data design | N/A |
| § 4.1.1.22 Security evaluation and planning | N/A |
| § 4.1.1.23 Commissioning | N/A |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3 | N/A |
| § 4.1.1.25 Fast-track design services | N/A |
| § 4.1.1.26 Multiple bid packages | N/A |
| § 4.1.1.27 Historic preservation | N/A |
| § 4.1.1.28 Furniture, furnishings, and equipment design | N/A |
| § 4.1.1.29 Other services provided by specialty Consultants | N/A |
| § 4.1.1.30 Other Supplemental Services | N/A |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;


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.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 Twenty-four ( 24 ) visits to the site by the Architect during construction

.3 Two ( 2 ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two ( 2 ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within Twenty-four ( 24 ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

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## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of

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any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

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**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

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**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ X ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## ARTICLE 9 TERMINATION OR SUSPENSION

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

**.1** Termination Fee:

**.2** Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

Ten Percent (10%) of fee for work not completed based on the compensation percentages.

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

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

**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's

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confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

**.1** Stipulated Sum
*(Insert amount)*

N/A

**.2** Percentage Basis
*(Insert percentage value)*

Six point eighty-five (6.85 ) % of the Cost of the Work, as calculated in accordance with Section 11.6.

**.3** Other
*(Describe the method of compensation)*

N/A

**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

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**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Zero percent ( 00.00%), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | Fifteen | percent ( | 15 | %) |
| Design Development Phase | Twenty | percent ( | 20 | %) |
| Construction Documents Phase | Forty | percent ( | 40 | %) |
| Procurement Phase | Five | percent ( | 5 | %) |
| Construction Phase | Twenty | percent ( | 20 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work.
**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Senior Principal/Architect at a fixed rate of $250.00 per hour
Principal/Architect at a fixed rate of $225.00 per hour.
Project Manager at a fixed rate of $200.00 per hour
Construction Administration at a fixed rate of $200.00 per hour
Senior Drafting at a fixed rate of $160.00 per hour
Drafting at a fixed rate of $130.00 per hour
Clerical at a fixed rate of $100.00 per hour
Consultants at cost.
Travel expenses at cost plus mileage at IRS current rates (62.5 cents per mile current).

| **Employee or Category** | **Rate ($0.00)** |
|---|---|

**§ 11.8 Compensation for Reimbursable Expenses**
**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;


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**User Notes:** (1416778032)

.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 00.00 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

N/A

**§ 11.10 Payments to the Architect**
**§ 11.10.1 Initial Payments**
**§ 11.10.1.1** An initial payment of Zero Dollars and Zero Cents ($ 0.00 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of Zero Dollars and Zero Cents ($ 0.00 ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**
**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Forty-five ( 45 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*

1.50 % monthly

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

N/A

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**User Notes:** (1416778032)

## ARTICLE 13 SCOPE OF THE AGREEMENT

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

**.1** AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

**.2** AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203-2013 incorporated into this agreement.)*

N/A

**.3** Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this agreement.)*

N/A

[ ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

N/A

**.4** Other documents:
*(List other documents, if any, forming part of the Agreement.)*

N/A

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

| | |
|---|---|
| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
| Toby Barker, Mayor | Shane Germany, AIA, Partner |
| *(Printed name and title)* | *(Printed name, title, and license number, if required)* |

Init.
/

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**User Notes:** (1416778032)

# Memorandum

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

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

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve Professional Services Agreement with Neel-Schaffer, Inc. for engineering services related to the Bobby L. Chain Municipal Airport - Hangar Taxiway Project and authorize the Mayor to execute it in duplicate.**
**File Number: 2024-141**
**Minute Book #**

---


**Summary**
Approve professional services agreement with Neel-Schaffer, Inc. for engineering services related to the Bobby L. Chain Municipal Airport - Hangar Taxiway Project and authorize the Mayor to execute it in duplicate.


**Recommendation Statement**
I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

April 24, 2024

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

RE: BOBBY L. CHAIN MUNICIPAL AIRPORT - HANGAR TAXIWAY PROJECT
MDOT / STRATEGIC MULTI-MODAL INVESTMENT FUND
CITY OF HATTIESBURG, MISSISSIPPI

Dear Mayor Barker:

Neel-Schaffer is pleased to offer our professional services to the City of Hattiesburg in reference to the Hangar Taxiway Project. Our services will be provided for a fixed fee of $207,235.00 and will be in accordance with Exhibit A – Scope of Work, Exhibit A-1 – Project Budget, Exhibit B – Project Limits Map and Exhibit C – General Terms and Conditions, which are attached hereto and made part of this Letter Agreement.

Please indicate your acceptance by executing this agreement and returning a signed copy to our office. Thank you for the opportunity to be of continued service to the City of Hattiesburg.

Sincerely,

Neel-Schaffer, Inc.

Mike Essary, P.E.
Senior Engineer Manager / Vice President

ACCEPTED:

BY: _____ DATE: _____

Attachments

P: 601.545.1565 | F: 601.545.2267
704 Hardy Street
Hattiesburg, MS 39401
www.neel-schaffer.com

NEEL-SCHAFFER
engineers | planners | surveyors | environmental scientists | landscape architects

# EXHIBIT A

## Scope of Work

The scope of work will include earthwork, paving, drainage and water & sewer service for the proposed hangar taxiways as shown on the attached Project Limits Map (Exhibit B).

### I - Items included in our Scope of Work:

1. Topo Survey
2. Development of Construction Plans and Specifications
3. Development of Final Cost Estimate and Bid Documents
4. Bidding and Award Assistance
5. Construction Administration

### II- Items NOT included in our Scope of Work:

1. Boundary Survey
2. Hydraulic Study
3. Environmental, Cultural or Historical Assessments

# EXHIBIT A-1 - PROJECT BUDGET

## BOBBY L. CHAIN MUNICIPAL AIRPORT

## MDOT / STRATEGIC MULTI-MODAL INVESTMENT FUND

## HANGAR TAXIWAY PROJECT

**1/31/24**

### HANGAR TAXIWAY PROJECT

| *NO.* | *DESCRIPTION* | *ESTIMATED QUANTITY* | *UNIT* | *UNIT PRICE* | *PRICE EXTENSION* |
|---|---|---|---|---|---|
| 1.0 | MOBILIZATION, TAXES, INSURANCE, ETC. | 1 | LS | $120,000.00 | $120,000.00 |
| 2.0 | EROSION CONTROL | 1 | LS | $25,000.00 | $25,000.00 |
| 3.0 | CLEARING & GRUBBING | 1 | LS | $15,000.00 | $15,000.00 |
| 4.0 | EARTHWORK | 1 | LS | $65,000.00 | $65,000.00 |
| 5.0 | DRAINAGE PIPE | 500 | LF | $150.00 | $75,000.00 |
| 6.0 | DRAINAGE INLETS | 2 | EA | $4,000.00 | $8,000.00 |
| 7.0 | SOIL STABILIZATION | 8000 | SY | $12.00 | $96,000.00 |
| 8.0 | ASPHALT (8") | 3600 | TON | $225.00 | $810,000.00 |
| 9.0 | SOLID SOD | 8000 | SY | $8.00 | $64,000.00 |

| | |
|---|---|
| **SUBTOTAL =** | **$1,278,000** |
| **10% CONTINGENCY =** | **$127,800** |
| **TOTAL CONSTRUCTION =** | **$1,405,800** |
| **ENGINEERING =** | **$168,696** |
| **TOTAL PROJECT COSTS TAXIWAY PROJECT =** | **$1,574,496** |

### HANGAR TAXIWAY - WATER & SEWER

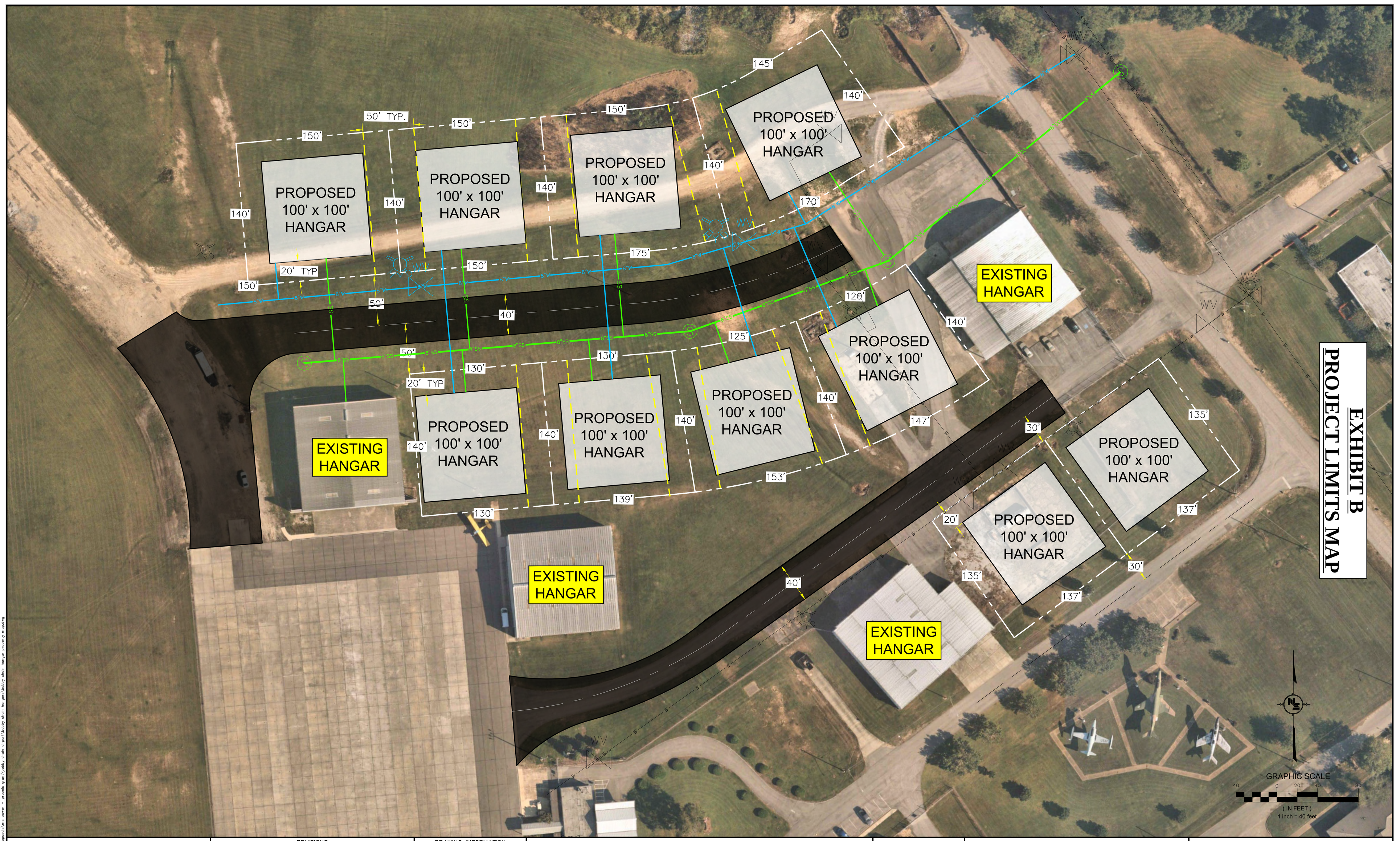
| *NO.* | *DESCRIPTION* | *ESTIMATED QUANTITY* | *UNIT* | *UNIT PRICE* | *PRICE EXTENSION* |
|---|---|---|---|---|---|
| 1.0 | MOBILIZATION, TAXES, INSURANCE, ETC. | 1 | LS | $30,000.00 | $30,000.00 |
| 2.0 | 8" SEWER LINE | 900 | LF | $100.00 | $90,000.00 |
| 3.0 | SEWER MANHOLES | 4 | EA | $4,000.00 | $16,000.00 |
| 4.0 | SEWER SERVICE LINES | 10 | EA | $2,500.00 | $25,000.00 |
| 5.0 | 8" WATER LINE | 800 | LF | $100.00 | $80,000.00 |
| 6.0 | WATER SERVICE LINES | 10 | EA | $1,500.00 | $15,000.00 |
| 7.0 | FIRE HYDRANTS | 3 | EA | $4,500.00 | $13,500.00 |

| | |
|---|---|
| **SUBTOTAL =** | **$269,500** |
| **10% CONTINGENCY =** | **$26,950** |
| **TOTAL CONSTRUCTION =** | **$296,450** |
| **ENGINEERING =** | **$38,539** |
| **HANGAR TAXIWAY - WATER & SEWER =** | **$334,989** |

**Requested MDOT Multi-Modal Funds**

**Utilities to be paid for by the City of Hattiesburg**

| | |
|---|---|
| **HANGAR TAXIWAY PROJECT =** | **$1,574,496** |
| **HANGAR TAXIWAY - WATER & SEWER =** | **$334,989** |
| **TOTAL PROJECT COSTS =** | **$1,909,485** |




# EXHIBIT B
# PROJECT LIMITS MAP

**NOTICE TO DRAWING HOLDER**

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

| REVISIONS | | | |
|---|---|---|---|
| NO. | DATE | BY | DESCRIPTION |
| | | | |
| | | | |
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| | | | |

| DRAWING INFORMATION | |
|---|---|
| N-S PROJECT NO.: ---- | |
| FILENAME: Bobby Chain Hangar Property Map.dwg | |
| SCALE: 1" = XX' | |
| SURVEYED BY: | |
| DSGN: | DATE: |
| DRWN: | DATE: |
| CHKD: | DATE: |
| QA/QC: | DATE: |

BOBBY L. CHAIN MUNICIPAL AIRPORT

HANGAR TAXIWAY PROJECT

CITY OF HATTIESBURG

PRELIMINARY

NOT FOR

CONSTRUCTION

NEEL-SCHAFFER
Solutions you can build upon

OVERALL PROJECT PLAN

| WORKING NUMBER: | DRAWING NUMBER: |
|---|---|
| 1 | 1 |

1/31/2024 9:45 AM K:\proposal\2023 proposals\ms power - projects grant\bobby chain airport\bobby chain hangars\bobby chain hangar property map.dwg

# EXHIBIT C
# GENERAL TERMS AND CONDITIONS
# PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client**. Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.

2. **Responsibility of Consultant**. Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client**. Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

   Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services**. If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

5. **Ownership of Documents**. All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.

6. **Opinion of Costs**. When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.

7. **Suspension of Services**. Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.

8. **Termination**. This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.

# EXHIBIT C
# GENERAL TERMS AND CONDITIONS
# PROFESSIONAL SERVICES

9. **Indemnification**. Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

   To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings**. In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.

11. **Successors and Assigns**. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.

12. **Insurance**. Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:

    (a) Commercial General Liability insurance with standard ISO coverage and available limits of $1,000,000 per occurrence and $2,000,000 general aggregate;
    (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of $1,000,000 per accident;
    (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of $1,000,000 per employee for bodily injury by accident/$1,000,000 per employee for bodily injury by disease/$1,000,000 policy limit for disease; and
    (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of $1,000,000 per claim and annual aggregate.

    Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Consequential Damages**. Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

14. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 60 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.

15. **Force Majeure**. Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

# EXHIBIT C
# GENERAL TERMS AND CONDITIONS
# PROFESSIONAL SERVICES

16. **Compliance with Laws**. To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.

17. **Invalid Terms**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.

18. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.

19. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction.

20. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.

21. **Amendment**. This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.

22. **Entire Understanding of Agreement**. This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

23. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

24. **Nonwaiver**. No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

25. **Identity of Project Owner**. Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.

26. **Conflicting Terms**. If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

[The remainder of this page intentionally left blank]

# 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, May 7, 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: 2024-134**
**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 May 7, 2024 City Council meeting for consideration.

DATE: 4/24/24

**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 | I | 1 | Pinnacle Dr / 902 N 34th Ave |
| 90 WATT LED | I | 1 | Pearl St/ 1st pole off N 38th Ave |
| 110 WATT LED | | | |
| 190 WATT LED | I | 1 | Campbell Lp close to Hudsons |
| **OTHER FIXTURES** | | | |
| | | | Monthly increase $38.31 |
| | | | |
| | | | |
| | | | |

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:** **Hunter White, Deputy Director**

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

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve Engagement of Zac Fairley Appraisals and Consulting for appraisal services related to the Fourth Street Improvements, Phase III LPA Project, as per attached scope.**
**File Number: 2024-119**
**Minute Book #**

---

**Summary**
Approve Engagement of Zac Fairley Appraisals and Consulting for appraisal services related to the Fourth Street Improvements, Phase III LPA Project (105845-802000).

**Recommendation Statement**
I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

ZAC FAIRLEY APPRAISALS & CONSULTING
601-466-2750 ZFAPPRAISER@GMAIL.COM

# PROFESSIONAL SERVICE AGREEMENT

April 17th, 2024

City of Hattiesburg
c/o: Hunter White, Deputy Director
(601)554-1001
hwhite@hattiesburgms.com

Re: Fourth Street Improvements, Phase III (FAP No. HPP-8750-00(004) LPA

Thank you for consideration on the assignment identified in the below stated in the Professional Service Agreement. Please sign one copy of the agreement and return it to me, thereby indicating your authorization for us to proceed with this assignment and your acceptance of the attached Terms and Conditions.

| PROFESSINAL SERVICE AGREEMENT | |
|---|---|
| **Project Name** | Fourth Street Improvements, Phase III |
| **Federal Aid Project No.** | HPP-8750-00(004)LPA / 105845-802000 |
| **Location** | Between 38th Avenue and Thornhill Drive |
| **Estimated Total No. of Parcels** | 5 |
| | *The number of files are estimated and the client will only be billed for the actual appraisals, whether that is more or less than the number stated.* |
| **Appraisal Fee Per Parcel** | $3,000 |
| **Collection** | Total fee is due within 30 days of report delivery. **The total fee does not include court testimony.** |
| **Delivery** | Delivered within 60 days from the date of authorization. |

If you agree to all of the above outlined terms, please sign below to engage our services. Thank you for this opportunity to serve you.

If you have any questions, please give me a call.

Repsectfully,



Zachary H. Fairley
State Certified General Real Estate Appraiser, #GA-1418

Client: _____

Accepted By: _____

Date: _____

Print Name/Title: _____

# 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, May 7, 2024**

**Re:** **Approve Engagement of John B. Stewart, Real Estate Appraisal & Consultant, LLC for appraisal review services related to the Fourth Street Improvements, Phase III LPA Project, as per attached scope.**
**File Number: 2024-120**
**Minute Book #**

---

**Summary**
Approve Engagement of John B. Stewart, Real Estate Appraisal & Consultant, LLC for appraisal review services related to the Fourth Street Improvements, Phase III LPA Project (105845-802000), as per attached scope.

**Recommendation Statement**
I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

# LETTER OF ENGAGEMENT
**TO PROVIDE**
## RIGHT OF WAY APPRAISAL REVIEW SERVICES
**FOR**
## CITY OF HATTIESBURG, MISSISSIPPI

## APRIL 17, 2024

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LPA Project No.: 105845-802000

Termini: Fourth Street Sidewalk Improvements, Forrest County, MS

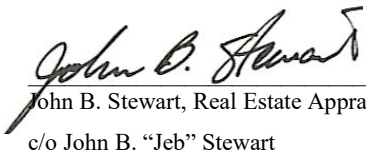
Appraisal Review – $1,500 per parcel – estimated 5 parcels @ $1,500 / each = $7,500

Appraisal Review for Court – $1,000 for court update review of appraisal (Improved) - $750 (Land.)

Right of Way Appraisal Review services will be provided in accordance with MDOT's Local Public Agency Right of Way Operations Manual.

---

I certify that this letter of engagement is true, correct, and will remain in effect for completion of the services listed above, up to a period 18 months from the date of this letter.



John B. Stewart, Real Estate Appraiser & Consultant, LLC

c/o John B. "Jeb" Stewart

3340 North Liberty Street

Canton, MS 39046

*Submitted to Hunter White, Deputy Director*

*hwhite@hattiesburgms.com*

---

Approved: City of Hattiesburg, MS

By: _____

# QUALIFICATIONS OF JOHN B. "JEB" STEWART, SR/WA


John B. "Jeb" Stewart
P.O. Box 804
3340 North Liberty Street
Canton, MS 39046

D.O.B. 1-21-64
Home Phone: 601-859-9807
Bus. Phone: 601-855-7777
Cell Phone: 601-953-9081


## Formal Education

BBA received in Business from Mississippi State University – 1986

## Professional Education

| Name of Course | Provider | Year |
|---|---|---|
| Real Estate Appraisal Principles | AIREA | 1988 |
| Basic Valuation Procedures | AIREA | 1988 |
| Effective ROW Acquisition and Property Management | FHWA | 1988 |
| Residential Valuation | AIREA | 1989 |
| Prin. of ROW Acquisition, Appraisal, and Law (101) | IRWA | 1990 |
| Prin. of ROW Acquisition, Engineering & Negotiation (101) | IRWA | 1991 |
| The Appraisal of Partial Acquisitions (401) | IRWA | 1992 |
| | | 2011 |
| Ethics and the ROW Profession (103) | IRWA | 1992 |
| | | 1996 |
| | | 2005 |
| | | 2011 |
| | | 2016 |
| Uniform Standards of Professional Appraisal Practice | IRWA | 1992 |
| | Seminars,Inc. | 2000 |
| | Seminars,Inc. | 2002 |
| | Alabama Ass. of RE Appraisers | 2003 |
| | AI | 2005 |
| | McKissock | 2008 |
| | McKissock | 2009 |
| | Louisiana Real Estate Appraisal Board | 2011 |
| | Louisiana Real Estate Appraisal Board | 2013 |
| | McKissock | 2015 |
| | McKissock | 2017 |
| | McKissock | 2019 |
| | Calypso | 2021 |
| Capitalization, Basic and Advanced (310), (510) | AI | 1993 |
| Interpersonal Relations in Real Estate (202) | IRWA | 1993 |
| Easement Valuation (403) | IRWA | 1993 |

| | | |
|---|---|---|
| | | 2000 |
| | | 2012 |
| Valuation of Contaminated Properties (407) | IRWA | 1994 |
| Conflict Management (213) | IRWA | 1994 |
| Communications in Real Estate Acquisitions (201) | IRWA | 1995 |
| Engineering Plan Development and Application (901) | IRWA | 1995 |
| Property Descriptions (902) | IRWA | 1995 |
| | | 2018 |
| Appraisal and Appraisal Review for Federal-Aid Hwy Programs | FHWA | 1996 |
| Skills of Expert Testimony (214) | IRWA | 1997 |
| | | 2000 |
| Legal Aspects of Easements (802) | IRWA | 1997 |
| | | 2000 |
| Standards of Practice for ROW Professional (104) | IRWA | 1999 |
| National Flood Insurance Program & Floodplain Management | MEMA | 2001 |
| Eminent Domain Law – Basics for ROW Professionals | IRWA | 2003 |
| The Appraisal of Partial Acquisitions (401) | IRWA | 2004 |
| Review Appraisal Update, No. 109 | The Columbia Institute | 2005 |
| Appraisal Review for Federal Aid Highway Projects | NHI & FHWA | 2006 |
| Salesperson Pre-Licensing | The MS REALTOR Institute | 2006 |
| Salesperson Post-Licensing | The MS REALTOR Institute | 2007 |
| Real Estate Acquisition Under the Uniform Act, NHI Course No. 141045 | NHI | 2007 |
| Uniform Appraisal Standards for Federal Land Acquisitions | AI | 2007 |
| | | 2017 |
| Made in American Appraising Factory Built Housing | McKissock | 2009 |
| Income Capitalization | McKissock | 2009 |
| Land and Site Valuation | McKissock | 2009 |
| | McKissock | 2013 |
| The Dirty Dozen | McKissock | 2009 |
| Introduction to the Income Capitalization Approach (402) | IRWA | 2012 |
| Appraisal/Appraisal Review Requ. on Federal-Aid Hwy Projects | FHWA | 2013 |
| Appraisal of Fast Food Facilities | McKissock | 2015 |
| Appraisal of Land Subject to Ground Leases | McKissock | 2015 |
| Appraisal of Self-Storage Facilities | McKissock | 2015 |
| Problems in the Valuation of Partial Acquisitions (431) | IRWA | 2017 |
| Understanding Wetlands in Property Valuations | AI | 2017 |
| Appraisal Concepts for the Negotiator | IRWA | 2017 |
| Environmental Awareness (C600) | IRWA | 2017 |
| Complex Properties – The Odd Side of Appraisal | McKissock | 2019 |
| Residential Property Inspection for Appraisers | McKissock | 2019 |
| The Basics of Expert Witness for Commercial Appraisers | McKissock | 2019 |
| Uniform Act: Relocation Case Studies Workshop | FHWA | 2020 |
| Environmental Hazards Impact on Value | Calypso | 2021 |
| Cost Approach and Land Valuation | Calypso | 2021 |
| A Brief Stroll through America's Architecture for Appraisers | Calypso | 2021 |

Attended the IRWA 48th International Seminar in Mobile AL, in 2002, during which various seminars were attended with a credit of 24 educational hours.

Attended numerous IRWA seminars on various subjects concerning Right of Way

Attended the IRWA Magnolia Chapter 40 2012 Fall Educational Seminar in 2012

Attended the 51st Annual IRWA Refresher Seminar at Texas A& M University in 2013

## Work Experience

John B. Stewart, Real Estate Appraiser and Consultant, LLC – Owner – August 2007 to present - Specializing in Right of Way Appraisal and Review Appraisal assignments on various ROW projects

Madcon Appraisal Group, LLC – Co-owner - August 2007 to July 2011 – Specializing in Right of Way Appraisal and Review Appraisal assignments on various ROW projects. Madcon Appraisal Group, LLC was dissolved several years ago due to the co-owner becoming 100% disabled

Independent Fee Appraiser – July 2005 to present

Appraiser/Review Appraiser – Gulf Coast Property Acquisition, Inc. – February 2002 to July 2005; Review appraiser on major highway projects for Louisiana, Alabama and Mississippi Departments of Transportation. Real Estate Appraiser for expert court testimony for Mississippi Department of Transportation on outstanding court cases.

Review Appraiser – Mississippi Department of Transportation – July 1999 to February 2002 - Staff review appraiser for MDOT on major highway projects statewide

Appraiser – Mississippi Department of Transportation – November 1988 to July 1999 - Staff Appraiser for MDOT projects on generally more complex appraisals statewide

Experienced in Appraisal of all types of real property including special purpose, agricultural, industrial, residential, and commercial properties in Mississippi since 1988, Alabama since February 2002, Louisiana since February 2005, and Arkansas since 2022. No longer licensed in Alabama or Arkansas.

Experienced in Appraisal Review of all types of real property including special purpose, agricultural, industrial, residential, and commercial properties in Mississippi since 1999, Alabama since February 2002, and Louisiana since February 2005.

## Designations Awarded

SR/WA – Senior Member, International Right of Way Association

## Certified

State Certified General Real Estate Appraiser in the State of MS., License No. GA-231
State Certified General Real Estate Appraiser in the State of LA., License No. G-1613
State Certified General Real Estate Appraiser in the State of AR, License No. CG-4929

## Approved Appraiser for the following:

Trustmark National Bank
BankPlus
Citizen's Bank of Columbia
Merchant and Farmers Bank
United States Army Corps of Engineers
Louisiana Department of Natural Resources
Mississippi Department of Fisheries, Wildlife and Parks
LaPac
Mid-Continent Express Pipeline - (Kinder Morgan)
Mississippi Department of Transportation
Alabama Department of Transportation
Louisiana Department of Transportation and Development
Louisiana Timed Managers
Lawrence County Board of Supervisors
Denbury Offshore, LLC
Pinebelt Energy Resources, Inc.
Walthall County Board of Supervisors
Hancock County Port and Harbor Commission
Madison County Chancery Court
Madison County
City of Madison
City of Canton
Canton Municipal Utilities
Entergy
AJA Management, Inc.
City of Jackson
WGK, Inc.
City of Cleveland
County of Copiah, MS
Airport Development Group, LLC
Federal Aviation Administration
Numerous Individuals

## Primary Territory

State of Mississippi
State of Louisiana
State of Arkansas

**Qualified as an Expert Witness in Real Estate Valuation in:**

Special Court of Eminent Domain in numerous Counties throughout Mississippi - as follows are some of the counties: Alcorn; Calhoun; DeSoto; Forrest; Harrison; Jackson; Jones; Lowndes; Lafayette; Madison; Monroe; Neshoba; Noxubee; Rankin; Warren; Harrison; Issaquena; Sharkey

Louisiana – Calcasieu Parish

**Business**

Independent Real Estate Appraiser and Review Appraiser

# Memorandum

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

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

**cc:** **Angela Donald, Assistant Accountant**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Acknowledge receipt of closing documents for the Fire Station No 7 Reroof Project; Authorize Advertisement for Final Settlement; Authorize Final Acceptance of the project; and payment of Final Pay Application to the Contractor Associated Contractors.**
**File Number: 2024-139**
**Minute Book #**

---

**Summary**
Acknowledge receipt of closing documents for the Fire Station No 7 Reroof Project; Authorize Advertisement for Final Settlement; Authorize Final Acceptance of the project; and payment of Final Pay Application to the Contractor Associated Contractors.

**Recommendation Statement**

Please place this on the May 7, 2024 City Council meeting for consideration.

ASSOCIATED CONTRACTORS
ROOFING EXPERTS
601-213-5638

# City of Hattiesburg

# Fire Station #7

# Closeout Documents

## Index


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B - G702 Payment Application

C - G707 Consent of Surety

D - G706 Contractors Affidavit of Payment of Depts and Claims

E - G706A Contractors Release of Liens

F - G704 Substantial Completion

G - General Contractors Certification

H - General Contractors Guarantee

J - As Built Record Drawings & Specifications

K - Submittals

L - Operations & Maintenance Manual

0 - Contractors Cover Sheet & Index - Composite Set



Associated Contractors, Inc
Phone: 601-213-5638

5729 Hwy 49 South, Ste. 8
P.O. Box 16521, Hattiesburg 39404

Hattiesburg, MS 39401
Fax: 601-326-2064

# State of Mississippi

## BOARD OF CONTRACTORS

**ACTIVE**

**ASSOCIATED CONTRACTORS, INC.**
**P. O. BOX 16521**
**HATTIESBURG, MS 39404**

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) ROOFING,SHEETMETAL,& SIDING

*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 17 day of Jul., 2023*

BOARD OF CONTRACTORS STATE OF MISSISSIPPI

**CERTIFICATE OF RESPONSIBILITY**
**No. 15510-MC**
Expires Jul. 17, 2024

Joel A. Caudill

CHAIRMAN OF THE BOARD

# Workmanship
# WARRANTY

***Associated Contractors, Inc.***
PO Box 16521
Hattiesburg, MS 39404
P: 601-213-5638

Date: **11.27.23**
To: Fire Station #7
ATTN:
46 Parkway Blvd
Hattiesburg, MS 39759

From: Associated Contractors, Inc.

The undersigned guarantees to City of Hattiesburg (owner) that he will be responsible for faulty or defective materials and workmanship in roofing & sheetmetal and that he will remedy any defects to our installed work, which shall appear within a period of 1-year from the date of which Substantial Completion as date said above and completion of our scope of work. This warranty covers work performed based on our contracted scope of work and does not extend outside that scope of work. Payment in full is required or all warranties are voided.

During this period, upon written notice from City of Hattiesburg or Landry, Lewis, Germany Architects to do so, the undersigned shall proceed with due diligence and respond within seven days from written notice at the undersigned's expense to repair or replace properly any defective materials or perform any labor necessary to correct any defect in our work. In case the undersigned fails, upon reasonable notice to remedy such defects, then the Owner, may furnish such materials or labor as are necessary to bring the work up to the standard called for, and the undersigned agrees to reimburse Owner, fully and promptly. Photo documentation and itemized repairs, costing required should Owner proceed with any repairs due to Associated Contractors, Inc delays. Inspections and related repairs made by Associated Contractors, Inc outside of work related to original scope of work and warranted items, will result in direct costs billed at standard rates or agreed upon flat rate for said repairs.

Signed: _____ Dated: 11.27.23
Casey Schmidt – Vice President

# AIA® Document A101® – 2017

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the Twenty-Third day of August in the year Two Thousand Twenty-Three
*(In words, indicate day, month and year.)*

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

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401
Telephone Number: 601-545-4501

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

Associated Contractors, Inc.
P.O. Box 16521
Hattiesburg, Mississippi 39404
Telephone Number: 601-213-5638

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

Fire Station #7 Re-Roof
46 Parkway Blvd
Hattiesburg, Mississippi
CN 23-3982

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

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

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/

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**User Notes:** (1816423019)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

**§ 3.1** The date of commencement of the Work shall be:
*(Check one of the following boxes.)*

[ ] The date of this Agreement.

[ X ] A date set forth in a notice to proceed issued by the Owner.

[ ] Established as follows:
*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

**§ 3.2** The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
*(Check one of the following boxes and complete the necessary information.)*


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User Notes:

[ X ] Not later than Forty-five ( 45 ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|---|---|

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

## ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Ninety Six Thousand Four Hundred Forty Eight Dollars and Zero Cents ($ 96,448.00 ), subject to additions and deductions as provided in the Contract Documents.

### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|---|---|
| Awning Panel Replacement | $7,499.00 |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
*(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

| Item | Price | Conditions for Acceptance |
|---|---|---|
| N/A | | |

§ 4.3 Allowances, if any, included in the Contract Sum:
*(Identify each allowance.)*

| Item | Price |
|---|---|
| N/A | |

§ 4.4 Unit prices, if any:
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit ($0.00) |
|---|---|---|
| N/A | | |

§ 4.5 Liquidated damages, if any:
*(Insert terms and conditions for liquidated damages, if any.)*

If the said contractor shall neglect, fail or refuse to complete the work within the time specified herein, then the contractor shall pay to the Owner the sum of $500.00 for each and every calendar day after the time stipulated herein for the substantial completion of the work and the Owner may deduct the said sum of $500.00 per day from any balance due the contractor, as liquidated damages for loss and default as herein set forth, which daily sum is agreed to be a reasonable sum for liquidated damages for this project.

§ 4.6 Other:
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

Init. /

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User Notes: (1816423019)

N/A

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

**§ 5.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

**§ 5.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Period Covered shall be the 26th day of the month through the 25th day of the following month.

**§ 5.1.3** Provided that an Application for Payment is received by the Architect not later than the Twenty-fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Tenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than Forty-five ( 45 ) days after the Architect receives the Application for Payment.
*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 5.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

**§ 5.1.5** Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**§ 5.1.6** In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

**§ 5.1.6.1** The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

**§ 5.1.6.2** The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

### § 5.1.7 Retainage

**§ 5.1.7.1** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*


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User Notes:
(1816423019)

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**§ 5.1.7.1.1** The following items are not subject to retainage:
*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

N/A

**§ 5.1.7.2** Reduction or limitation of retainage, if any, shall be as follows:
*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

N/A

**§ 5.1.7.3** Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
*(Insert any other conditions for release of retainage upon Substantial Completion.)*

N/A

**§ 5.1.8** If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

**§ 5.1.9** Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

### § 5.2 Final Payment

**§ 5.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

**§ 5.2.2** The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Final Payment shall be made by Final Application for Payment submitted in accordance with 5.1.3.

### § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
*(Insert rate of interest agreed upon, if any.)*

1.50 % monthly

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*


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User Notes: (1816423019)

**§ 6.2 Binding Dispute Resolution**
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**
**§ 7.1** The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

**§ 7.1.1** If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

N/A

**§ 7.2** The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**
**§ 8.1** Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

**§ 8.2** The Owner's representative:
*(Name, address, email address, and other information)*

Marybeth Bergin, City Engineeror such other person who may be identified

**§ 8.3** The Contractor's representative:
*(Name, address, email address, and other information)*

Casey Schmidt, Vice-President or such other person who may be identified


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**User Notes:**

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

N/A

§ 8.7 Other provisions:

N/A

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
*(Insert the date of the E203-2013 incorporated into this Agreement.)*

.5 Drawings

| Number | Title | Date |
|---|---|---|
| See Exhibit "A" | | |

.6 Specifications

| Section | Title | Date | Pages |
|---|---|---|---|
| See Exhibit "B" | | | |

.7 Addenda, if any:

| Number | Date | Pages |
|---|---|---|
| #1 | July 19, 2023 | 1 |

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:


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User Notes: (1816423019)

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

N/A

[ ] The Sustainability Plan:

| Title | Date | Pages |
|---|---|---|
| N/A | | |

[ ] Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|---|---|---|---|
| N/A | | | |

.9 Other documents, if any, listed below:
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

N/A

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

**OWNER** *(Signature)*

Toby Barker, Mayor
*(Printed name and title)*

CITY OF HATTIESBURG Incorporated 1884 SEAL MISSISSIPPI

**CONTRACTOR** *(Signature)*

Casey Schmidt, Vice-President
*(Printed name and title)*


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# "Exhibit A"

## SECTION 00 01 15 LIST OF DRAWING SHEETS

CONTRACT DRAWINGS

1.01 Drawings consist of the Contract Drawings and other drawings listed on the Table of Contents page of the separately bound drawing set, as modified by subsequent Addenda and Contract modifications:

A. Titled: FIRE STATION #7 RE-ROOF

B. Dated: 06/09/23

1.02 LIST OF DRAWINGS:

A. Architect:

1. Landry Lewis Germany Architects, P.A., 5211 Old Highway 11, Hattiesburg, MS 39402

2. Responsible for:

a. COVER

A1.0 ROOF PLAN AND DETAILS

A1.1 EXISTING PHOTOGRAPHS

B. Other Consultants

a. NONE

END OF SECTION

# GRANITE RE, INC.
## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JIM E. BRASHIER; TROY WAGENER; DEWEY MASON; PATRICK MASON; KATHLEEN SCARBOROUGH; DAVID ROBIN FORTENBERRY; KIM BARHUM; SUSAN SKRMETTA its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JIM E. BRASHIER; TROY WAGENER; DEWEY MASON; PATRICK MASON; KATHLEEN SCARBOROUGH; DAVID ROBIN FORTENBERRY; KIM BARHUM; SUSAN SKRMETTA may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

Notary Public

**GRANITE RE, INC.**
Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 28th day of August, 2023

Kyle P. McDonald, Assistant Secretary

BOND # GRMS50930

# AIA® Document A312™ – 2010

## *Performance Bond*

**CONTRACTOR:**
*(Name, legal status and address)*
Associated Contractors, Inc.
P.O. Box 16521
Hattiesburg, MS 39404

**SURETY:**
*(Name, legal status and principal place of business)*
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

**OWNER:**
*(Name, legal status and address)*
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT**
Date: 8/23/2023

Amount: $96,448.00

Description:
*(Name and location)*
Fire Station #7 Re-Roof
46 Parkway Blvd., Hattiesburg, MS
CN 23-39824

**BOND**
Date: 08/28/2023
*(Not earlier than Construction Contract Date)*

Amount: $96,448.00
Modifications to this Bond: [X] None [ ] See Section 16

| **CONTRACTOR AS PRINCIPAL** | **SURETY** |
|---|---|
| Company: *(Corporate Seal)* Associated Contractors, Inc. | Company: *(Corporate Seal)* Granite Re, Inc. |
| Signature: _____ | Signature: Kim Barhum |
| Name and Title: | Name and Title: Kim Barhum, Attorney-in-Fact, MS Resident Agent |

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**
Cadence Insurance
David Fortenberry
16 Thompson Park
Hattiesburg, MS 39401
(601) 544-8703

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402
(601) 271-7711

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User Notes:

**§ 1** The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**§ 2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

**§ 3** If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

**§ 4** Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

**§ 5** When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**§ 5.1** Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

**§ 5.2** Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

**§ 5.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

**§ 5.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

**§ 6** If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**§ 7** If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**§ 8** If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

**§ 9** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

**§ 10** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 11** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 12** Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

**§ 13** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 14 Definitions**

**§ 14.1 Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

**§ 14.2 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

**§ 14.3 Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

**§ 14.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 14.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

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User Notes:

**§ 15** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 16** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | N/A | Signature: | N/A |
| Name and Title: | | Name and Title: | |
| Address: | | Address: | |

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User Notes:

(1517310546)

BOND # GRMS50930

# AIA® Document A312™ – 2010

## *Payment Bond*

**CONTRACTOR:**
*(Name, legal status and address)*
Associated Contractors, Inc.
P.O. Box 16521
Hattiesburg, MS 39404

**SURETY:**
*(Name, legal status and principal place of business)*
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

**OWNER:**
*(Name, legal status and address)*
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONSTRUCTION CONTRACT**
Date: 8/23/2023
Amount: $96,448.00
Description:
*(Name and location)*
Fire Station #7 Re-Roof
46 Parkway Blvd., Hattiesburg, MS
CN 23-39824

**BOND**
Date: 08/28/2023
*(Not earlier than Construction Contract Date)*

Amount: $96,448.00
Modifications to this Bond: [X] None [ ] See Section 18

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Associated Contractors, Inc. | | Granite Re, Inc. | |
| Signature: | | Signature: | Kim Barhum |
| Name and Title: | | Name and Title: | Kim Barhum<br>Attorney-In-Fact, MS Resident Agent |

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**
Cadence Insurance
David Fortenberry
16 Thompson Park
Hattiesburg, MS 39401
(601) 544-8703

**OWNER'S REPRESENTATIVE:**
*(Architect, Engineer or other party:)*
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402
(601) 271-7711

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

**§ 10** The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

**§ 11** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**§ 12** No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

**§ 13** Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

**§ 14** When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

**§ 15** Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**§ 16 Definitions**

**§ 16.1 Claim.** A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**§ 16.2 Claimant.** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**§ 16.3 Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

| **CONTRACTOR AS PRINCIPAL** | | **SURETY** | |
|---|---|---|---|
| Company: | *(Corporate Seal)* | Company: | *(Corporate Seal)* |
| Signature: | N/A | Signature: | N/A |
| Name and Title: | | Name and Title: | |
| Address: | | Address: | |

Init.

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**User Notes:**

# GRANITE RE, INC.

## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JIM E. BRASHIER; TROY WAGENER; DEWEY MASON; PATRICK MASON; KATHLEEN SCARBOROUGH; DAVID ROBIN FORTENBERRY; KIM BARHUM; SUSAN SKRMETTA its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JIM E. BRASHIER; TROY WAGENER; DEWEY MASON; PATRICK MASON; KATHLEEN SCARBOROUGH; DAVID ROBIN FORTENBERRY; KIM BARHUM; SUSAN SKRMETTA may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

BETHANY J. ALRED NOTARY PUBLIC STATE OF OKLAHOMA

Notary Public

**GRANITE RE, INC.**

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

> "RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 28th day of August, 2023.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/26/2023

**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**<br>Cadence Insurance<br>16 Thompson Park<br>Hattiesburg MS 39401<br><br>License#: PC-1092395<br>ASSOCON-01 | **CONTACT NAME:** Mary Norval<br>**PHONE (A/C, No, Ext):** 601-554-7306 **FAX (A/C, No):** 877-288-0152<br>**E-MAIL ADDRESS:** mary.norval@cadenceinsurance.com |
| **INSURED**<br>Associated Contractors, Inc.<br>P. O. Box 16521<br>Hattiesburg MS 39404 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Brierfield Insurance Company — 10993<br>**INSURER B :** FCCI Insurance Company — 10178<br>**INSURER C :** American Interstate Ins Co — 31895<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 1916943774 **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 | |
|---|---|---|---|---|---|---|---|---|
| B | X **COMMERCIAL GENERAL LIABILITY**<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | | | CPP10007712501 | 4/27/2023 | 4/27/2024 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY | | | CA10001335206 | 4/27/2023 | 4/27/2024 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X **UMBRELLA LIAB** X OCCUR<br>**EXCESS LIAB** [ ] CLAIMS-MADE<br>[ ] DED X RETENTION $ 10,000 | | | UMB10001335307 | 4/27/2023 | 4/27/2024 | EACH OCCURRENCE<br>AGGREGATE | $ 2,000,000<br>$ 2,000,000 |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | AVWCMS3178202023 | 4/27/2023 | 4/27/2024 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Installation Floater | | | CPP10007712501 | 4/27/2023 | 4/27/2024 | Limit | 200,000 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Excluded from Workers Compensation: Elliot Bates and Casey Schmidt

**CERTIFICATE HOLDER**

City of Hattiesburg
Building Department
PO Box 1898
Hattiesburg MS 39403

**CANCELLATION**

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Colby Sappington

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# AIA® Document G701® – 2017

## *Change Order*

**PROJECT:** *(Name and address)*
Fire Station #7 Re-Roof
46 Parkway Blvd
Hattiesburg, Mississippi
CN 23-3982

**CONTRACT INFORMATION:**
Contract For: General Construction
Date: August 23, 2023

**CHANGE ORDER INFORMATION:**
Change Order Number: 001
Date: November 27, 2023

**OWNER:** *(Name and address)*
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

**ARCHITECT:** *(Name and address)*
Landry Lewis Germany Architects, P.A.
5211 Old Highway 11
Hattiesburg, MS 39402

**CONTRACTOR:** *(Name and address)*
Associated Contractors, Inc.
P.O. Box 16521
Hattiesburg, Mississippi 39404

**THE CONTRACT IS CHANGED AS FOLLOWS:**
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*
No cost Change Order.
Adding days only - Additional days required to complete the work (29 days).

| | | |
|---|---|---|
| The original Contract Sum was | $ | 96,448.00 |
| The net change by previously authorized Change Orders | $ | 0.00 |
| The Contract Sum prior to this Change Order was | $ | 96,448.00 |
| The Contract Sum will be increased by this Change Order in the amount of | $ | 0.00 |
| The new Contract Sum including this Change Order will be | $ | 96,448.00 |

The Contract Time will be increased by Twenty-Nine (29) days.
The new date of Substantial Completion will be November 27, 2023

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

| ARCHITECT | CONTRACTOR | OWNER |
|---|---|---|
| Landry Lewis Germany Architects, P.A. | Associated Contractors, Inc. | City of Hattiesburg |
| *(Firm name)* | *(Firm name)* | *(Firm name)* |
| SIGNATURE | SIGNATURE | SIGNATURE |
| Shane Germany, Principal | Casey Schmidt, Vice-President | Toby Barker, Mayor |
| PRINTED NAME AND TITLE | PRINTED NAME AND TITLE | PRINTED NAME AND TITLE |
| DATE | DATE | DATE |

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**User Notes:** (3B9ADA45)

Form 72-16-02

# MISSISSIPPI DEPARTMENT OF REVENUE

Sales Tax Account ID: ____-____

## P.O. BOX 1033 JACKSON, MS 39215

## RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING, AND SPECIAL FUEL (DIESEL FUEL) TAX BOND

STATE OF MISSISSIPPI

BOND NUMBER GRMS50930

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:
Associated Contractors, Inc., P.O. Box 16521, Hattiesburg, MS 39404 as Principal,
Name Address City State Zip

in favor of City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39401 as Obligee,
Name Address City State Zip

And covering a contract dated August 23rd, 2023, for the construction of
Fire Station #7 Re-Roof 46 Parkway Blvd., Hattiesburg, MS CN 23-39824
(Name Project and Describe)

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., 27-7-1 et seq., 27-13-1 et seq., 27-7-301 et seq., and 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this 28th day of August, 2023.

Filed and Approved, this _____ day of _____, 20____. Associated Contractors, Inc.

COMMISSIONER: _____ PRINCIPAL: _____

Countersigned by:

Kim Barhum
Kim Barhum Attorney in Fact

Kim Barhum
Licensed Mississippi Agent

Kim Barhum (601) 544-8703
Type or Print Name of Agent Telephone Number

SURETY: Granite Re, Inc.

14001 Quailbrook Drive, Oklahoma City, OK 73134

# "Exhibit B"

SECTION 00 00 01 – INDEX TO SPECIFICATIONS


| SECTION NUMBER | SECTION NAME | PAGES |
|---|---|---|
| **DIVISION ZERO – PROCUREMENT AND CONTRACTING REQUIREMENTS** | | |
| 00 00 00 | SPEC COVER | 1 |
| 00 01 01 | PROJECT TITLE PAGE | 1 |
| 00 01 07 | INDEX TO SPECIFICATIONS | 4 |
| 00 01 10 | SEALS PAGE | 2 |
| 00 01 15 | LIST OF DRAWING SHEETS | 3 |
| 00 11 13 | ADVERTISEMENT FOR BIDS | 1 |
| 00 21 13 | INSTRUCTIONS TO BIDDERS | 7 |
| 00 42 13 | PROPOSAL FORM | 4 |
| 00 52 13 | CONTRACT FORMS | 1 |
| 00 72 00 | GENERAL CONDITIONS | 42 |
| 00 73 00 | SUPPLEMENTARY CONDITIONS | 16 |
| **DIVISION ONE - GENERAL REQUIREMENTS** | | |
| 01 10 00 | SUMMARY | 4 |
| 01 21 00 | ALLOWANCES | 3 |
| 01 23 00 | ALTERNATES | 2 |
| 01 25 13 | PRODUCTS AND SUBSTITUTIONS | 6 |
| 01 29 00 | SCHEDULES, REPORTS, & PAYMENTS | 2 |
| 01 33 00 | SUBMITTALS | 4 |
| 01 42 00 | DEFINITIONS AND STANDARDS | 4 |
| 01 45 29 | QUALITY CONTROL SERVICES | 3 |
| 01 50 00 | TEMPORARY FACILITIES | 6 |
| 01 77 00 | PROJECT CLOSE-OUT | 6 |
| **DIVISION TWO – EXISTING CONDITIONS** | | |
| 02 41 19 | SELECTIVE DEMOLITION | 5 |
| **DIVISION SIX – WOOD, PLASTICS AND COMPOSITES** | | |
| 06 10 00 | ROUGH CARPENTRY – STICK FRAME CONSTRUCTION | 8 |
| **DIVISION SEVEN - THERMAL AND MOISTURE PROTECTION** | | |
| 07 21 00 | INSULATION | 3 |
| 07 41 13 | METAL ROOF PANELS | 8 |
| 07 50 01 | ROOFING REMOVAL AND DECK PREPARATION | 3 |
| 07 62 00 | SHEET METAL FLASHING AND TRIM | 6 |
| 07 92 00 | JOINT SEALERS | 6 |
| **TOTAL** | | **161** |

# CONDITIONAL WAIVER AND RELEASE
# UPON FINAL PAYMENT

Upon receipt by the undersigned of a

check from: City of Hattiesburg

in the sum of: $4,822.40 Four Thousand Eight Hundred Twenty Two Dollars and forty cents

payable to: Associated Contractors, Inc.

and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, stop notice, or bond right the undersigned has

on the job of: Fire Station #7

located at: Fire Station #7 Reroof
46 Parkway Blvd, Hattiesburg, MS CN 23-3982

This claim was for labor, services, equipment or material

furnished to: City of Hattiesburg

and shall be released to the following extent.

This release covers the final payment to the undersigned for all labor, services, equipment or material furnished on the job, except for disputed claims for additional work in the

amount of: $0.00

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 11/20/2023

Company: Associated Contractors, Inc.

Signature:

By: Casey Schmidt Vice President
(Name & Title)

State of: Mississippi

County of: Jones

Subscribed and sworn to before me, this 20th day of November 2023

Notary Public Signature:

Notary Public Name: Julia Sumrall

My Commission Expires: 7/25/25

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 106166 JULIA MARIE SUMRALL Commission Expires July 25, 2025 JONES COUNTY

# PAYMENT APPLICATION



| | | | | | |
|---|---|---|---|---|---|
| TO: | City of Hattiesburg<br>200 Forrest St.<br>Hattiesburg, MS 39401<br>Attn: | PROJECT NAME AND LOCATION: | Fire Station #7<br>Fire Station #7 Reroof<br>46 Parkway Blvd, Hattiesburg, MS CN 23-3982 | APPLICATION #<br>PERIOD THRU:<br>PROJECT #s: | 3<br>11/20/2023 |
| FROM: | Associated Contractors, Inc.<br>PO Box 16521<br>Hattiesburg, MS 39404 | ARCHITECT: | | DATE OF CONTRACT: | 08/23/2023 |
| FOR: | | | | | |

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

| | | |
|---|---|---|
| 1. CONTRACT AMOUNT | | $96,448.00 |
| 2. SUM OF ALL CHANGE ORDERS | | $0.00 |
| 3. CURRENT CONTRACT AMOUNT | (Line 1 +/- 2) | $96,448.00 |
| 4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) | | $96,448.00 |
| 5. RETAINAGE: | | |
| a. 0.00% of Completed Work (Columns D + E on Continuation Page) | $0.00 | |
| b. 0.00% of Material Stored (Column F on Continuation Page) | $0.00 | |
| Total Retainage (Line 5a + 5b or Column I on Continuation Page) | | $0.00 |
| 6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total) | | $96,448.00 |
| 7. LESS PREVIOUS PAYMENT APPLICATIONS | | $91,625.60 |
| 8. PAYMENT DUE | | **$4,822.40** |
| 9. BALANCE TO COMPLETION (Line 3 minus Line 6) | $0.00 | |

| SUMMARY OF CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months | $0.00 | $0.00 |
| Total approved this month | $0.00 | $0.00 |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES | $0.00 | |

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Associated Contractors, Inc.

By: _____ Date: 11/20/23

State of: Mississippi

County of: Jones

Subscribed and sworn to before me this 20th day of November, 2023

Notary Public: _____

My Commission Expires: 7/25/25

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 106166 JULIA MARIE SUMRALL Commission Expires July 25, 2025 JONES COUNTY

## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... 4,822.40

*(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)*

ARCHITECT:

By: _____ Date: 4/16/24

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

# CONTINUATION PAGE



PROJECT: Fire Station #7
Fire Station #7 Reroof

APPLICATION #: 3
DATE OF APPLICATION: 11/20/2023
PERIOD THRU: 11/20/2023
PROJECT #s:

Payment Application containing Contractor's signature is attached.

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED WORK | | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (If Variable) |
| | | | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD | | | | | |
| 1 | Mobilization | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 2 | Demo Existing Roof | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 3 | Install Plywood Decking | $12,000.00 | $12,000.00 | $0.00 | $0.00 | $12,000.00 | 100% | $0.00 | |
| 4 | Install Ice and Water Shield | $8,000.00 | $8,000.00 | $0.00 | $0.00 | $8,000.00 | 100% | $0.00 | |
| 5 | Metal Roof Materials | $25,000.00 | $25,000.00 | $0.00 | $0.00 | $25,000.00 | 100% | $0.00 | |
| 6 | Install Standing Seam Metal Roof | $20,000.00 | $20,000.00 | $0.00 | $0.00 | $20,000.00 | 100% | $0.00 | |
| 7 | Install Gutter, Downspouts and Trim | $3,949.00 | $3,949.00 | $0.00 | $0.00 | $3,949.00 | 100% | $0.00 | |
| 8 | Alternate #1: Replace Awning Panels | $7,499.00 | $7,499.00 | $0.00 | $0.00 | $7,499.00 | 100% | $0.00 | |
| | TOTALS | $96,448.00 | $96,448.00 | $0.00 | $0.00 | $96,448.00 | 100% | $0.00 | |



Quantum Software Solutions, Inc. Document

# AIA® Document G707™ – 1994

## Consent Of Surety to Final Payment

**Bond # GRMS50930**

| | | |
|---|---|---|
| **PROJECT:** *(Name and address)*<br>**Fire Station #7 Re-Roof**<br>**46 Parkway Blvd.,**<br>**Hattiesburg, MS** | **ARCHITECT'S PROJECT NUMBER:** CN 23-39824<br>**CONTRACT FOR:** Construction<br>**CONTRACT DATED:** 8/23/2023 | OWNER: ☐<br>ARCHITECT: ☐<br>CONTRACTOR: ☐<br>SURETY: ☐<br>OTHER: ☐ |
| **TO OWNER:** *(Name and address)*<br>**City of Hattiesburg**<br>**P.O. Box 1898**<br>**Hattiesburg, MS 39401** | | |

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
*(Insert name and address of Surety)*
**Granite Re, Inc.**
**14001 Quailbrook Drive**
**Oklahoma City, OK 73134**

, SURETY,

on bond of
*(Insert name and address of Contractor)*
**Associated Contractors, Inc.**
**P.O. Box 16521**
**Hattiesburg, MS 39404**

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to
*(Insert name and address of Owner)*
**City of Hattiesburg**
**P.O. Box 1898**
**Hattiesburg, MS 39401**

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **February 16th, 2024**
*(Insert in writing the month followed by the numeric date and year.)*

**Granite Re, Inc.**
*(Surety)*

Kim Barhum
*(Signature of authorized representative)*

**Kim Barhum, Attorney-in-Fact**
*(Printed name and title)*

Attest:
*(Seal)*:

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# GRANITE RE, INC.
## GENERAL POWER OF ATTORNEY

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

JIM E. BRASHIER; TROY WAGENER; DEWEY MASON; PATRICK MASON; KATHLEEN SCARBOROUGH; DAVID ROBIN FORTENBERRY; KIM BARHUM; SUSAN SKRMETTA its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

JIM E. BRASHIER; TROY WAGENER; DEWEY MASON; PATRICK MASON; KATHLEEN SCARBOROUGH; DAVID ROBIN FORTENBERRY; KIM BARHUM; SUSAN SKRMETTA may lawfully do in the premises by virtue of these presents.

**In Witness Whereof,** the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA )
) SS:
COUNTY OF OKLAHOMA )

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

BETHANY J. ALRED NOTARY PUBLIC #11003620 EXP. 04/21/23 STATE OF OKLAHOMA

Notary Public

**GRANITE RE, INC.**

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 16th day of February, 2024.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

# AIA® Document G706™ – 1994

## Contractor's Affidavit of Payment of Debts and Claims

**PROJECT:** *(Name and address)*
Fire Station #7 Reroof
46 Parkway Blvd
Hattiesburg, MS

**TO OWNER:** *(Name and address)*
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** General Construction
**CONTRACT DATED:**

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☒
SURETY: ☐
OTHER: ☐

**STATE OF:** Mississippi
**COUNTY OF:** Jones

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:**

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)*

BY: _____
*(Signature of authorized representative)*

Casey Schmidt, Vice President
*(Printed name and title)*

Subscribed and sworn to before me on this date: 11/28/23

Notary Public: _____
My Commission Expires: 7/25/25

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 106166 JULIA MARIE SUMRALL Commission Expires July 25, 2025 JONES COUNTY

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**User Notes:** (1667782739)

# AIA® Document G706A™ – 1994

## *Contractor's Affidavit of Release of Liens*

**PROJECT:** *(Name and address)*
Fire Station #7 Reroof
46 Parkway Blvd
Hattiesburg, MS

**TO OWNER:** *(Name and address)*
City of Hattiesburg
200 Forrest St
Hattiesburg, MS 39401

**ARCHITECT'S PROJECT NUMBER:**

**CONTRACT FOR:** General Construction

**CONTRACT DATED:** 8/23/23

OWNER: ☐
ARCHITECT: ☐
CONTRACTOR: ☒
SURETY: ☐
OTHER: ☐

**STATE OF:** Mississippi
**COUNTY OF:** Jones

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:**

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)*

BY:

*(Signature of authorized representative)*
Casey Schmidt, Vice President
*(Printed name and title)*

Subscribed and sworn to before me on this date: 11/28/23

Notary Public:
My Commission Expires: 7/25/25

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 106166 JULIA MARIE SUMRALL Commission Expires July 25, 2025 JONES COUNTY

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**User Notes:**
(1733912932)

# Closing Document

***Associated Contractors, Inc.***
PO Box 16521
Hattiesburg, MS 39404
P: 601-213-5638

Date: **11.27.23**
To: Fire Station #7
ATTN:
46 Parkway Blvd
Hattiesburg, MS 39759

From: Associated Contractors, Inc.

We hereby certify that all bills for labor and materials incorporated into the above captioned project under our contract, have been paid and that the Owner is released from any and all claims and/or damages under this contract."

We hereby certify that the Project has been constructed in accordance with the contract documents.

We hereby certify that all material incorporated in this project are non-asbestos containing materials

Signed: _____ Dated: 11.27.23
Casey Schmidt – Vice President

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 106166 JULIA MARIE SUMRALL Commission Expires July 25, 2025 JONES COUNTY

State of Mississippi
County of Jones

Personally appeared before me, the undersigned authority in and for the said county and state on this 11th day of November 2023, within my jurisdiction, the within named Casey Schmidt who acknowledged that he executed the above and foregoing instrument.

Signature _____
My commission expires: 7/25/25

# Englert Finish
# Warranty contact
# Information

***Associated Contractors, Inc.***
PO Box 16521
Hattiesburg, MS 39404
P: 601-213-5638

---

Date: **4.15.24**
To: Fire Station #7
ATTN:
46 Parkway Blvd
Hattiesburg, MS 39759

From: Associated Contractors, Inc.

If any questions or concerns arise regarding the Englert Inc, 2000 series snap lock panel upon completion of our Workmanship warranty, ending on 11.26.24 please calle Englert Inc. Warranty department direct at **1-800-970-0090** or email at **customerservice@englertinc.com.**

| | |
|---|---|
| Your Warranty number is: | **WRF 66544** |
| Project completion date: | 11.27.23 |
| Warranty acceptance Date: | 1.5.24 |

Signed: _____ Dated: 4.15.24

Casey Schmidt – Vice President

# AIA® Document G704® – 2017

## Certificate of Substantial Completion

| PROJECT: *(name and address)* | CONTRACT INFORMATION: | CERTIFICATE INFORMATION: |
|---|---|---|
| Fire Station #7 Re-Roof<br>46 Parkway Blvd<br>Hattiesburg, Mississippi<br>CN 23-3982 | Contract For: General Construction<br><br>Date: August 23, 2023 | Certificate Number: 001<br><br>Date: November 27, 2023 |
| **OWNER:** *(name and address)* | **ARCHITECT:** *(name and address)* | **CONTRACTOR:** *(name and address)* |
| City of Hattiesburg<br>200 Forrest Stree<br>Hattiesburg, Mississippi 39401 | Landry Lewis Germany Architects, P.A.<br>5211 Old Highway 11<br>Hattiesburg, Mississippi 39402 | Associated Contractors, Inc.<br>P.O. Box 16521<br>Hattiesburg, Mississippi 39404 |

The Work identified below 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 below is the date established by this Certificate.
*(Identify the Work, or portion thereof, that is substantially complete.)*
Entire Project.

| Landry Lewis Germany Architects, P.A. | | Shane Germany, Principal | November 27, 2023 |
|---|---|---|---|
| ARCHITECT *(Firm Name)* | SIGNATURE | PRINTED NAME AND TITLE | DATE OF SUBSTANTIAL COMPLETION |

**WARRANTIES**
The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
*(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)*
n/a

**WORK TO BE COMPLETED OR CORRECTED**
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
*(Identify the list of Work to be completed or corrected.)*
See attached punch list

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, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within fourteen (14) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $n/a

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
*(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)*
12:01am on November 27, 2023

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

| Associated Contractors, Inc. | | Casey Schmidt, Vice-President | 11.28.23 |
|---|---|---|---|
| CONTRACTOR *(Firm Name)* | SIGNATURE | PRINTED NAME AND TITLE | DATE |
| City of Hattiesburg | | Toby Barker, Mayor | 12-13-23 |
| OWNER *(Firm Name)* | SIGNATURE | PRINTED NAME AND TITLE | DATE |

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**User Notes:** (3B9ADA4D)

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910
Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

# FIELD REPORT 04 – Final Punch List

| | |
|---|---|
| **To:** **City of Hattiesburg**<br>200 Forrest Street<br>Hattiesburg, Mississippi 39401<br>**Attn**: **Marybeth Bergin**<br><br>**Ph:** **769-299-7699** | **Date:** **November 10, 2023**<br><br>**CN:** **23-3982**<br><br>**Re:** **Fire Station 7 Re-Roof**<br><br>**Cc:** **File, Marybeth Bergin, Ann Jones, Raymond Hudson, Shane Germany AIA, Lisa Williams** |

**Note:** Below is a field report for your information with reference to the above-mentioned project. Please correct any noted items, provide any requested information, or provide any necessary response. Please feel free to contact me if you have any questions or comments.

| | |
|---|---|
| 1. | I visited the jobsite to verify the project substantial completion as requested by the contractor. |
| 2. | All canopies are complete – some corners require minor adjustments due to installation deformation. |
| 3. | The installed pipe sleeve needs to be re-worked. Currently the installation is unacceptable – the metal panel needs to be cut, and a solid (integral) metal panel formed to fit in lieu of the rib running under the pipe sleeve. Repair all occurrences. |
| 4. | The contractor has replaced and provided a new metal cap to help with the standing water at the exhaust fan. The exhaust fan fastening needs a small adjustment to make sure there is no standing water. |
| 5. | The installed drainage tubes are installed with field fabricated pvc boots. The contractor must hand dig under pipes and be sure to slope away from building at a minimum of 1/8” per foot. The contractor needs to install a cmu block (or masonry) with metal straps secured to pipe under the boot and drain edges at all locations. **Caution there are underground electrical wires in the area.** |
| 6. | The City of Hattiesburg needs to re-grade the soil to slope away from the structure at the rear of the building - Currently some grades slope towards the building causing ponding water. |
| | |
| | |

Signed: **Guillermo G. Avalos**



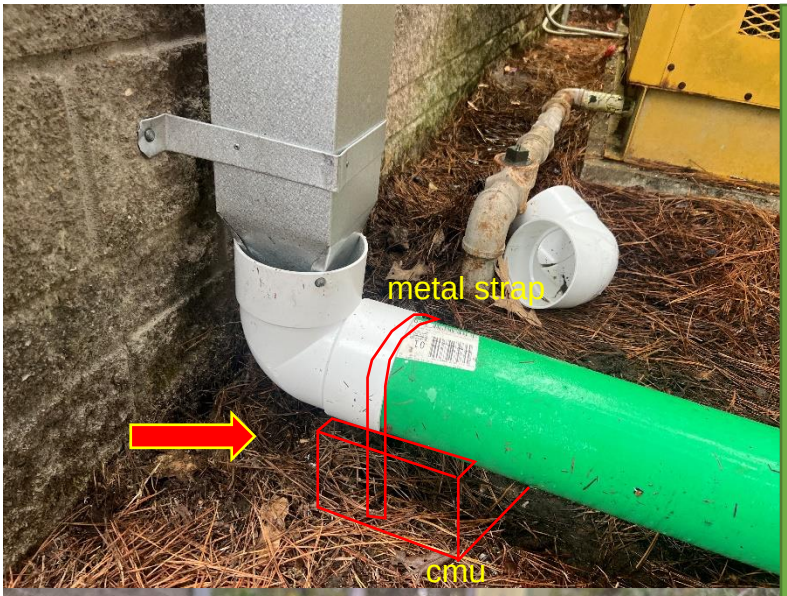
Item 2.) - All canopies are complete – some corners require minor adjustments due to installation deformation.



Item 3.) - The installed pipe sleeve needs to be re-worked. Currently the installation is unacceptable – the metal panel needs to be cut, and a solid (integral) metal panel formed to fit in lieu of the rib running under the pipe sleeve. Repair all occurrences.



Item 4.) - The contractor has replaced and provided a new metal cap to help with the standing water at the exhaust fan. The exhaust fan fastening needs a small adjustment to make sure there is no standing water.






Item 5.) – The installed drainage tubes are installed with field fabricated pvc boots. The contractor must hand dig under pipes and be sure to slope away from building at a minimum of 1/8” per foot. The contractor needs to install a cmu block (or masonry) with metal straps secured to pipe under the boot and drain edges at all locations. **Caution there are underground electrical wires in the area.**




Item 6.) – The City of Hattiesburg needs to re-grade the soil to slope away from the structure at the rear of the building - Currently some grades slope towards the building causing ponding water.

# Statement of Completed Punch List

***Associated Contractors, Inc.***
PO Box 16521
Hattiesburg, MS 39404
P: 601-213-5638

Date: **4.15.24**
To: Fire Station #7
ATTN:
46 Parkway Blvd
Hattiesburg, MS 39759

From: Associated Contractors, Inc.

We hereby guarantee that all items on the final punch list provided by by Guillermo G. Avalos of Landry, Lewis, Germany Architects P.A. on November 27th, 2023 have been completed.

Signed: _____ Dated: 4.15.24
Casey Schmidt – Vice President

# State of Mississippi

## BOARD OF CONTRACTORS

**ACTIVE**

**ASSOCIATED CONTRACTORS, INC.**
**P. O. BOX 16521**
**HATTIESBURG, MS 39404**

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) ROOFING,SHEETMETAL,& SIDING

*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 17 day of Jul., 2023*

BOARD OF CONTRACTORS STATE OF MISSISSIPPI

**CERTIFICATE OF RESPONSIBILITY**
**No. 15510-MC**
Expires Jul. 17, 2024

Joel A. Caudill

CHAIRMAN OF THE BOARD

# General Contractor's Certifications

***Associated Contractors, Inc.***
PO Box 16521
Hattiesburg, MS 39404
P: 601-213-5638

Date: **11.27.23**
To: Fire Station #7
ATTN:
46 Parkway Blvd
Hattiesburg, MS 39759

From: Associated Contractors, Inc.

*We hereby certify that all bills for labor and materials incorporated into the above captioned project under our contract, have been paid and that the Owner is released from any and all claims and/or damages under this contract.*

*We hereby certify that the Project has been constructed in accordance with the contract documents.*

*We hereby certify that all material incorporated in this project are non-asbestos containing materials.*

Signed: _____ Dated: 11.27.23
Casey Schmidt – Vice President

# Workmanship
# WARRANTY

***Associated Contractors, Inc.***
PO Box 16521
Hattiesburg, MS 39404
P: 601-213-5638

Date: **11.27.23**
To: Fire Station #7
ATTN:
46 Parkway Blvd
Hattiesburg, MS 39759

From: Associated Contractors, Inc.

*We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one year or such longer period of time as may be called for in the contract documents for such portions of the work.*

*Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the Owner, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly, upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the Owner, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.*

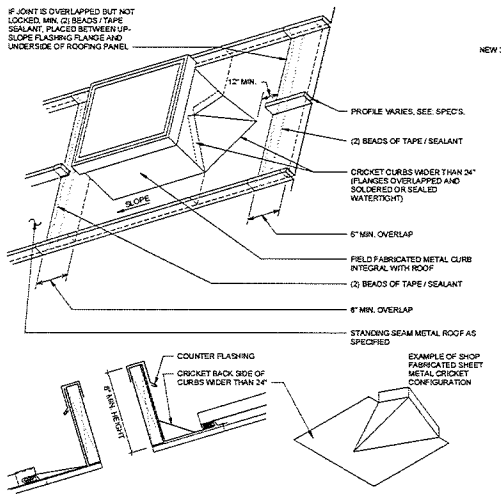
*If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.*

*All special guarantees applicable to definite parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.*

Signed: _____ Dated: 11.27.23
Casey Schmidt – Vice President

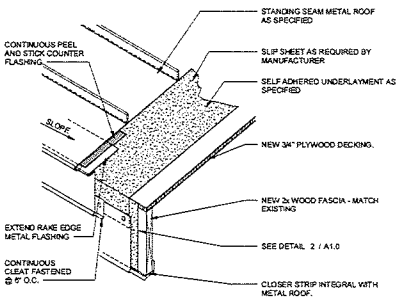
# AS-BUILT
# 11.27.23

Associated Contractors, Inc.

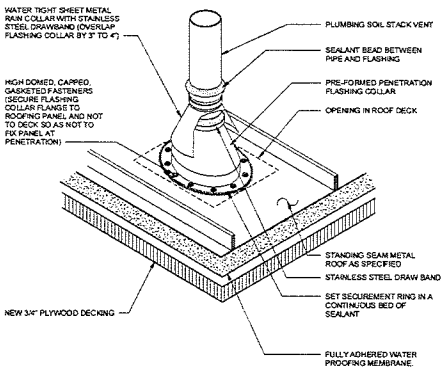



NOTES:
1. EXAMPLE OF A FIELD FABRICATED CURB FOR GRAPHICAL REPRESENTATION USE ONLY. CONTRACTOR TO INSTALL CURBS PER APPROVED MANUFACTURER DETAILS. PROVIDE SHOP DRAWINGS FOR APPROVAL.
2. CURB DESIGN SHOULD BE WATERTIGHT, WITH EQUIPMENT HAVING A WEATHERPROOF INTERLOCK OR SUFFICIENT OVERLAP WITH CURB.
3. CURB AND ASSOCIATED FLASHING SHOULD BE SUPPORTED AND SECURED, AS NECESSARY, TO TRANSFER LOAD TO THE BUILDINGS STRUCTURAL ASSEMBLY.
4. FOR EQUIPMENT THAT MUST BE MOUNTED ON A LEVEL CURB, THE FRONT FACE AND SIDES OF THE CURB ARE EXTENDED TO PROVIDE FOR A LEVEL SUPPORT.

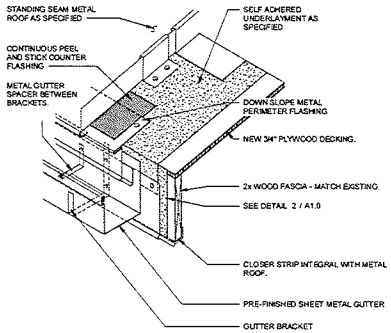
6 | RAISED CURB DETAIL
N.T.S



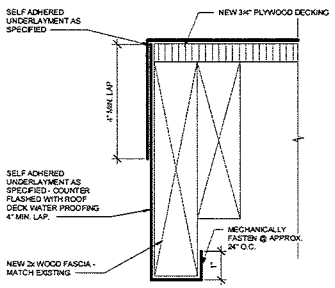

3 | RAKE EDGE DETAIL
N.T.S




7 | PLUMBING STACK DETAIL
N.T.S.

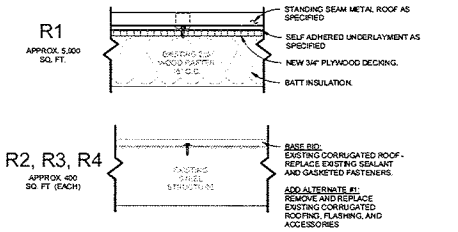


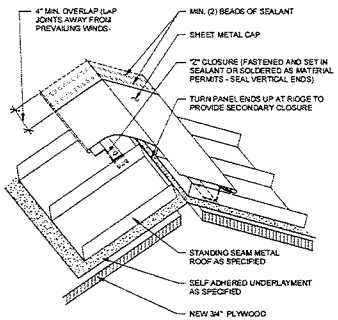

5 | GUTTER EDGE DETAIL
N.T.S.




2 | FASCIA DETAIL
N.T.S.

## ROOF NOMENCLATURE SCHEDULE



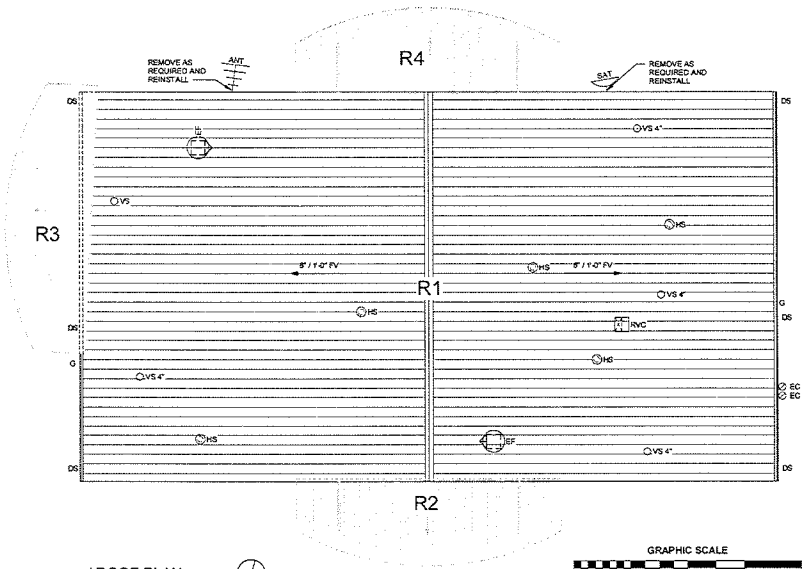

4 | NON VENTED ROOF RIDGE CAP
N.T.S

## GENERAL ROOF NOTES:

1. THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FULLY FAMILIAR AND AWARE OF EXISTING CONDITIONS. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR OF PERFORMING WORK REQUIRED BY THE CONTRACT DOCUMENTS. ALL WORK SHALL BE IN ACCORDANCE WITH MANUFACTURERS' PRINTED INSTRUCTIONS AND NRCA STANDARDS.
2. DIMENSIONS, EQUIPMENT, SIZES & LOCATIONS PROVIDED FOR REFERENCE ONLY. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AS REQUIRED TO PREPARE BIDS AND PERFORM THE WORK OF THE CONTRACT.
3. CONTRACTOR SHALL MAINTAIN AND REPAIR TEMPORARY WEATHER PROTECTION AS REQUIRED THROUGHOUT THE COURSE OF THE WORK TO PREVENT DAMAGES. THE BUILDING SHALL BE WATER TIGHT DURING ALL PHASES OF THE WORK AND AT THE END OF EACH WORK DAY. ANY DAMAGES CAUSED BY THE CONTRACTORS FAILURE TO DO SO SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE
4. CONTRACTOR SHALL PROTECT AND MAINTAIN ALL ELECTRICAL AND COMMUNICATION WIRING, AND ALL SERVICES SHALL REMAIN OPERATIONAL AT ALL TIMES FOR THE DURATION OF THE PROJECT.
5. REMOVE AND SALVAGE FOR REINSTALLATION ALL ROOFTOP EXHAUST EQUIPMENT. REMOVE AND REPLACE CURBS INCLUDING ALL NEW CRICKETS AND FLASHING SYSTEMS. COORDINATE WITH ARCHITECT FOR INSPECTION OF SERVICE CONNECTIONS PRIOR TO DISCONNECT AND DEMOLITION WORK.
6. ALL CRICKETS SHALL BE INSTALLED TO OBTAIN A POSITIVE DRAINAGE.
7. NEW PRE-FIN. METAL GUTTERS AND DOWNSPOUTS TO MATCH STANDING SEAM METAL ROOFING FLASHING AND TRIM FINISH. PROVIDE COLLECTOR FLANGES AND RECONNECT DOWNSPOUTS TO EXISTING DRAINAGE PIPING.
8. REFER TO GENERAL DETAILS FOR TYPICAL GUTTER - SEE DETAIL
9. PROVIDE SADDLES AT HIGH SIDES OF ALL MECHANICAL PENETRATION CURBS, ROOF SCUTTLES, ETC.
10. ANY ROOF PENETRATIONS SHALL NOT CONFLICT WITH STANDING SEAM LOCATIONS - RELOCATE PENETRATION AS NECESSARY
11. CONTRACTOR SHALL TAKE PROPER PRECAUTIONS TO SECURE THE WORK AREA, EQUIPMENT, MATERIALS, ETC. AS REQUIRED TO DISCOURAGE THEFT, VANDALISM, OR UNAUTHORIZED ACCESS. THE OWNER SHALL NOT BE RESPONSIBLE FOR DAMAGES DUE TO THE CONTRACTOR'S FAILURE TO SECURE THE SITE. THE OWNER WILL NOT BE RESPONSIBLE FOR MATERIALS STORED ON THE PROPERTY AND WILL NOT PROVIDE SECURE STORAGE FOR MATERIALS OR EQUIPMENT NECESSARY FOR THE COMPLETION OF THE WORK.
12. REFER TO SECTION 01 21 00 ALLOWANCES FOR CONTINGENCY AMOUNTS FOR UNFORSEEN CONDITIONS.

## ROOF PLAN LEGEND

| | |
|---|---|
| RVC | ROOF VENT COVER (GOOSE NECK) |
| EF | ALUMINUM EXHAUST VENT OVER GALVANIZED SHEET METAL BOX - PROVIDE METAL CORROSION SEPARATION, AND NEW CRICKET AT HIGH SIDE. |
| HS | HOT STACK |
| VS | PLUMBING VENT STACK |
| VS 4" | 4" PLUMBING VENT STACK |
| ANT | ANTENNA |
| SAT | FASCIA MOUNTED SATELLITE |
| G | GUTTER |
| DS | DOWNSPOUT |
| Ø EC | ELECTRICAL CONDUIT THROUGH FASCIA |




1 | ROOF PLAN
1/8" = 1'-0"

GRAPHIC SCALE
0 8 16 24 32

DRAWN
GGA

CHECKED
SG

FINAL DATE
06/09/23

REVISION SCHEDULE

| REV # | REV DATE |
|---|---|
| 1 | |


LANDRY LEWIS GERMANY ARCHITECTS, P.A.
5311 OLD HIGHWAY 11, HATTIESBURG, MS 39402
P. 601.264.7114 F. 601.264.7115
CERTIFICATE OF AUTHORIZATION NO. 5311


SHEET TITLE
ROOF PLAN AND DETAILS

PROJECT
FIRE STATION 7 RE-ROOF
CITY OF HATTIESBURG

JAMES M. GERMANY
REGISTERED ARCHITECT
STATE OF MISSISSIPPI
3306

CN23-3982

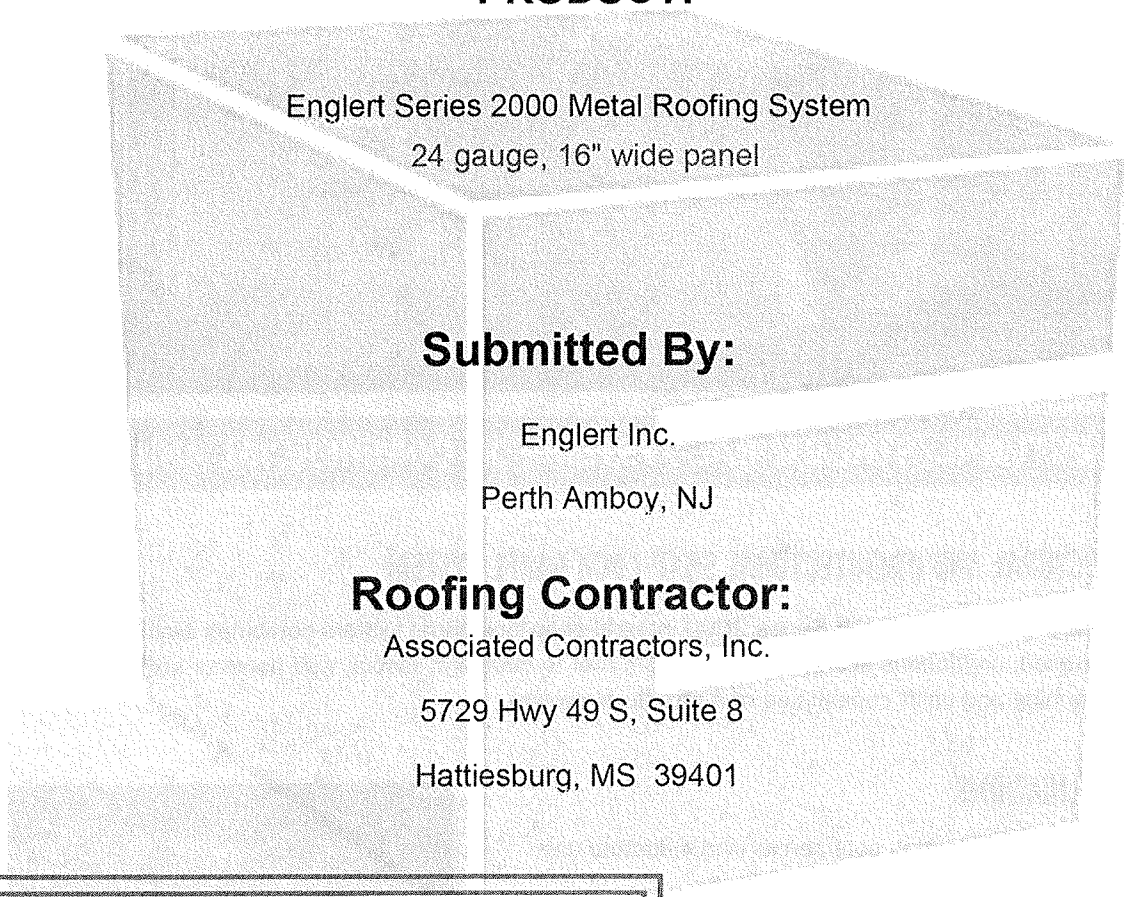
SHEET NUMBER
A1.0

# PROJECT:

## Fire Station #7

Main Roof - R1

# PRODUCT:



Englert Series 2000 Metal Roofing System

24 gauge, 16" wide panel

# Submitted By:

Englert Inc.

Perth Amboy, NJ

# Roofing Contractor:

Associated Contractors, Inc.

5729 Hwy 49 S, Suite 8

Hattiesburg, MS 39401

**Project Name**

3982-Fire Station 7 Re-Roof

LANDRY LEWIS GERMANY ARCHITECTS, P.A.

☐ APPROVED ☐ REJECTED RESUBMIT

☑ APPROVED AS NOTED ☐ REVIEWED

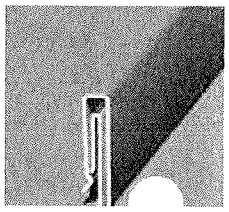
BY GAvalos DATE 9/19/2023

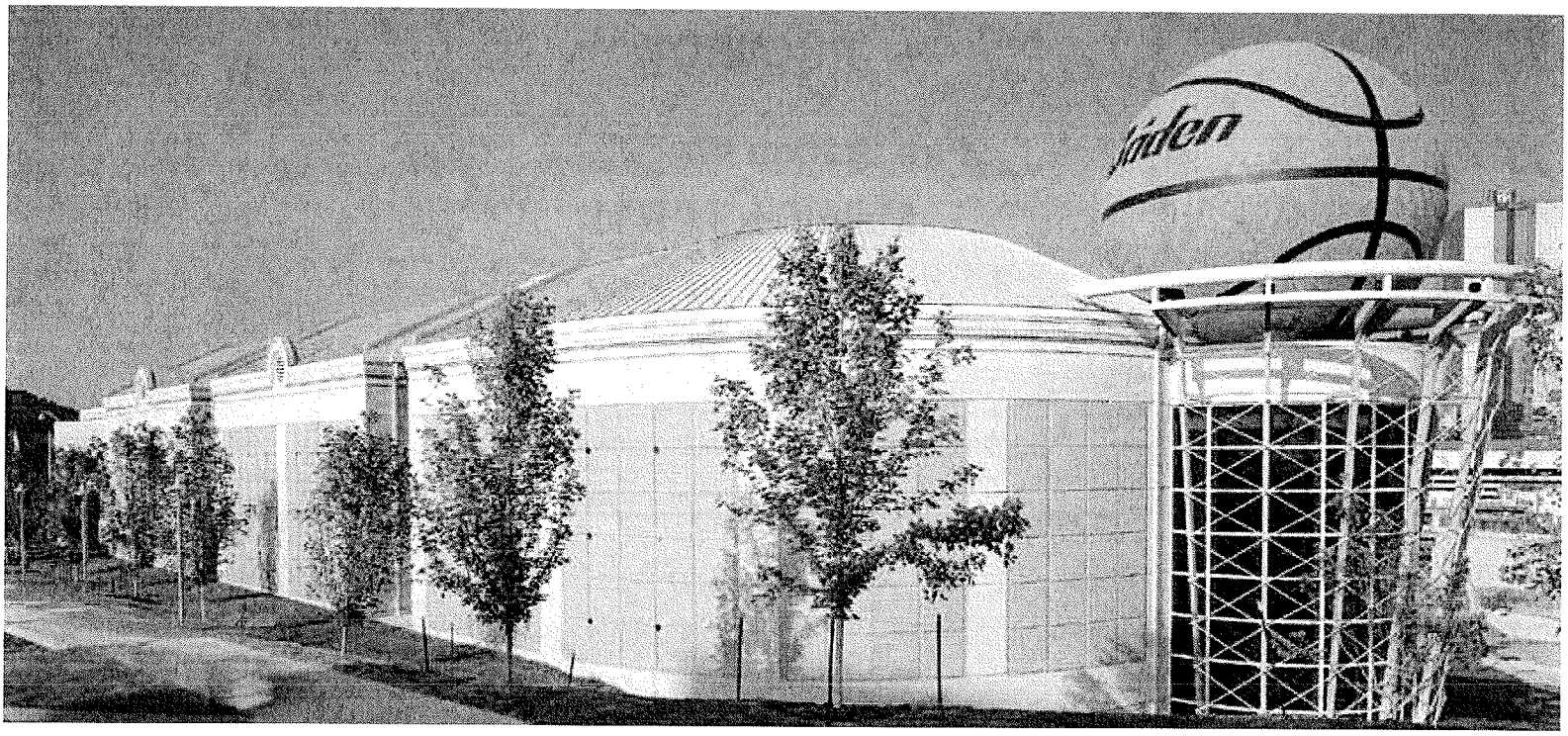
This review is only for general conformance of the project and general compliance. Corrections or comments made on these drawings during this review do not relieve Contractor/Subcontractor from compliance with the requirements of the plans and specifications. Contractor is responsible for all dimensions and fabrication to be confirmed and correlated at the job site

4/10/2023 revision

# ENGLERT®

# SERIES 2000 PANEL SYSTEM





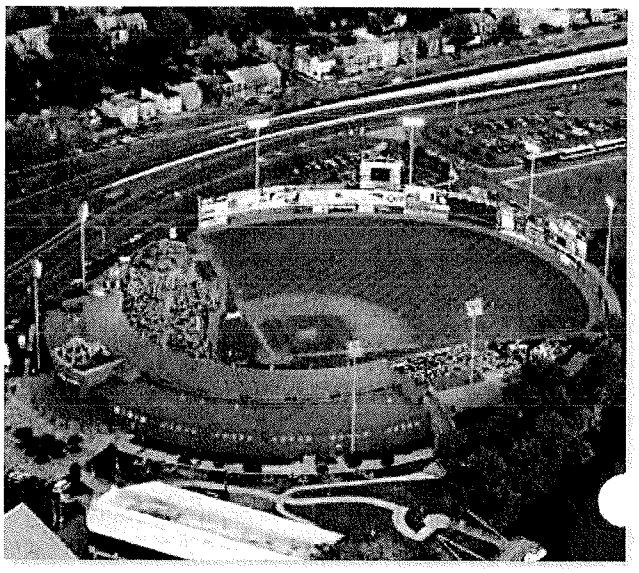
## ARCHITECTURAL/STRUCTURAL SYSTEM FOR COMMERCIAL AND INSTITUTIONAL

### 1-3/4" STRUCTURAL AND ARCHITECTURAL SNAP-LOCK PANEL SYSTEM

Englert's most popular system, the Series 2000 integral snap-lock panel system combines architectural versatility – for cleanly detailed, continuous seam transitions from roof to mansard, fascia, wall panel or soffit – with the dramatically increased spanning and uplift capabilities of a structural system.

### SYSTEM APPLICATIONS

- Medium duty for residential, commercial and industrial use
- 3"/12" minimum slope
- Can be installed over a solid deck or open framing
- Requires seam sealant if air and water tests are specified
- Engineering available for various panel sizes and substrates upon request



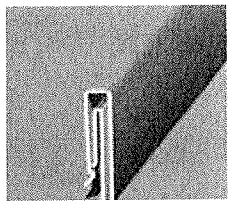
### SUBSTRATES

- 26, 24 and 22 gauge steel
- .032" and .040" aluminum

ENERGY STAR PARTNER

# ENGLERT®

# SERIES 2000 PANEL SYSTEM



## FINISHES

Englert's Series 2000 system is available in a wide variety of coatings and colors. See the Englert color card for our full range of standard colors and paint system specifications.

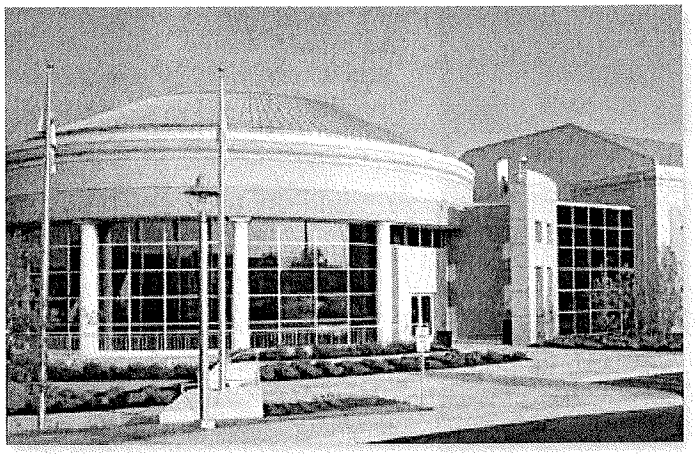
Englert can match the color of virtually any material – including brick, wood and fabric – with short lead times as needed. Custom colors are available in quantities as low as 5,000 lbs. on steel or aluminum.

## SYSTEM WARRANTIES

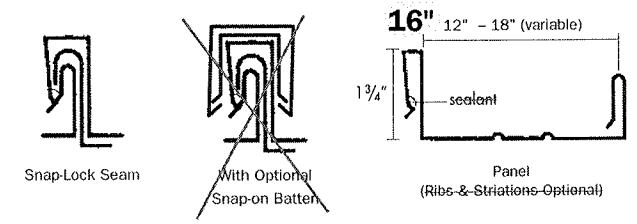
- Galvalume Plus® – 25-year steel warranty on acrylic coated Galvalume®
- PermaColor 3500 – 35-year steel or aluminum warranty on Kynar 500®/Hylar 5000® coating
- PermaMetallic 2000 – 20-year steel or aluminum warranty on Kynar 500®/Hylar 5000® coating
- Siliconized Modified Polyester – 15-year steel or aluminum coating warranty

## RATINGS AND CERTIFICATIONS

- UL-90 rated over 22 gauge metal deck at 18" wide with clips at 48" o.c. (24 ga. steel)
- UL-90 rated over 16 gauge purlins at 18" wide with clips at 48" o.c. (24 ga. steel)
- ASTM-E-1646-95 and ASTM-E-331 water penetration tested
- ASTM-E-1680-95 and ASTM-E-283 air infiltration tested
- ASTM-E-1592-98 and ASTM-E-330 uplift tested (24 ga. steel)
- ASTM-E-84 Class A fire rating on coating and substrate (24 ga. steel)
- Florida Building Code product approval listed



### Series 2000 1-3/4" Integral Snap-Lock




### Allowable Uniform Live Load (PSF)

| No. of Spans | 4'-0" | 4'-6" | 5'-0" | 5'-6" | 6'-0" |
|---|---|---|---|---|---|
| **16" Width — 24 ga. steel** | | | | | |
| 2 | 62 | 49 | 40 | 33 | 27 |
| 3 or more | 72 | 57 | 46 | 38 | 32 |
| **16" Width — 22 ga. steel** | | | | | |
| 2 | 80 | 63 | 51 | 42 | 35 |
| 3 or more | 93 | 74 | 60 | 49 | 41 |
| **16" Width — .032" aluminum** | | | | | |
| 2 | 23 | 18 | 15 | 12 | 10 |
| 3 or more | 27 | 21 | 17 | 14 | 12 |
| **18" Width — 24 ga. steel** | | | | | |
| 2 | 55 | 43 | 35 | 29 | 24 |
| 3 or more | 64 | 51 | 41 | 34 | 28 |
| **18" Width — 22 ga. steel** | | | | | |
| 2 | 71 | 56 | 45 | 38 | 32 |
| 3 or more | 83 | 65 | 53 | 44 | 37 |
| **18" Width — .032" aluminum** | | | | | |
| 2 | 20 | 16 | 13 | 11 | 9 |
| 3 or more | 23 | 19 | 15 | 12 | 10 |

Note: Load values shown may be increased by 1/3 for allowable wind load.

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Kynar 500® is a registered trademark of Atochem. N.A.
Hylar 5000® is a registered trademark of Ausimont USA
Galvalume® and Galvalume Plus® are registered trademarks of BIEC International, Inc.
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90350B

BONE WHITE

HEMLOCK GREEN

MANSARD BROWN

MEDIUM BRONZE

MATTE BLACK

PACIFIC BLUE

BURGUNDY

PATINA GREEN

CHARCOAL GRAY

ROYAL BLUE

COLONIAL RED

SLATE BLUE

DARK BRONZE

SLATE GRAY

DOVE GRAY

SUNNET BLUE

DEEP RED

SANDSTONE

EVERGLADE MOSS

SIERRA TAN

FOREST GREEN

STONE WHITE

HARTFORD GREEN

TERRA COTTA

ENGLERT®

# Standard COLORS and COATINGS

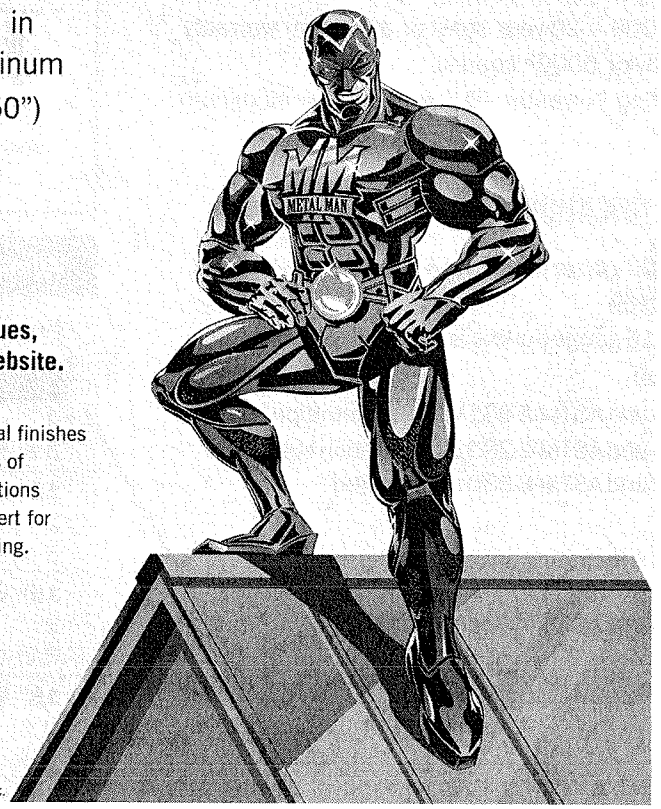
## PERMACOLOR 3500

Full Strength 70% Kynar 500®/Hylar 5000®

All colors available in Galvalume and Aluminum (.032", .040" & .050")

**To view current SRI values, please visit the Englert website.**

Colors shown are close to actual finishes however, due to the limitations of printing processes, slight variations may exist. Please contact Englert for actual color chips before ordering.




PPG

ENERGY STAR PARTNER

COOL ROOF RATED

PPG is a registered trademark of PPG Industries Ohio, Inc.

MILL FINISH
GALVALUME-PLUS®

PERMAMETALLICS 3500*
*Premium priced paint systems.

CHAMPAGNE*
(Metallic)
Mica 2-Coat System

COPPER*
(Metallic)
Mica 2-Coat System

PREWEATHERED GALVALUME®*
(Metallic) Mica 2-Coat System

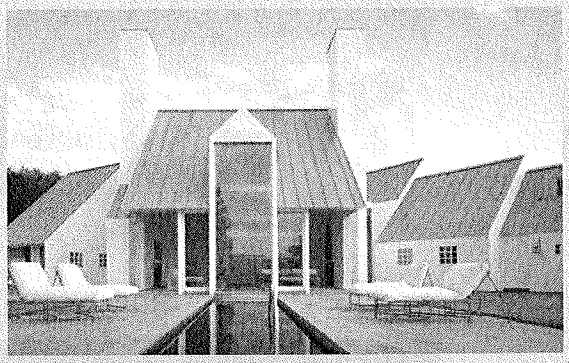
MILL FINISH
(Aluminum) Made to order – available in sheets only

# FINISHES THAT MEET ANY DESIGN OBJECTIVE

Englert is one of the few single-source metal roof manufacturers with an in-house coil coating line and an exceptionally broad range of finishes, whether the design calls for a natural weathered appearance or bright, high-performance, full-strength fluorocarbon colors.

## Custom Colors

We can match the color of virtually any material, including brick, wood and fabric. Englert offers short lead times, and our minimum custom-color order requirements are among the industry's lowest.



ENGLERT

## ROOFING KYNAR-COATED STANDARDS IN STOCK - SHEET AND COIL

| COLORS | STEEL | | | ALUMINUM | | | |
|---|---|---|---|---|---|---|---|
| | 22g | 24g | 26g | .032 | .040 | .050 | .063 |
| Galvalume-Plus® | | ✓ | ✓ | | | | |
| Burgundy | • | ✓ | • | ✓ | • | • | • |
| Bone White | • | ✓ | • | ✓ | ✓ | ✓ | • |
| Charcoal Gray | • | ✓ | ✓ | ✓ | ✓ | ✓ | • |
| Colonial Red | • | ✓ | ✓ | ✓ | • | • | • |
| Dark Bronze | • | ✓ | ✓ | ✓ | ✓ | ✓ | • |
| Dove Gray | • | ✓ | ✓ | ✓ | ✓ | ✓ | • |
| Deep Red | • | ✓ | • | ✓ | • | • | • |
| Everglade Moss | • | ✓ | • | ✓ | • | • | • |
| Forest Green | • | ✓ | ✓ | ✓ | ✓ | • | • |
| Hartford Green | • | ✓ | ✓ | ✓ | ✓ | • | • |
| Hemlock Green | • | ✓ | • | ✓ | • | • | • |
| Mansard Brown | • | ✓ | ✓ | ✓ | ✓ | • | • |
| Medium Bronze | • | ✓ | ✓ | ✓ | ✓ | ✓ | • |
| Mill Finish (Aluminum)* | | | | ✓* | ✓* | ✓* | •* |

*Made to order – available in sheets only.

| COLORS | STEEL | | | ALUMINUM | | | |
|---|---|---|---|---|---|---|---|
| | 22g | 24g | 26g | .032 | .040 | .050 | .063 |
| Matte Black | • | ✓ | ✓ | ✓ | ✓ | ✓ | • |
| Pacific Blue | • | ✓ | • | ✓ | • | • | • |
| Patina Green | • | ✓ | • | ✓ | • | • | • |
| Royal Blue | • | ✓ | • | ✓ | • | • | • |
| Slate Blue | • | ✓ | • | ✓ | • | • | • |
| Slate Gray | • | ✓ | ✓ | ✓ | ✓ | ✓ | • |
| SunNet Blue | • | ✓ | • | ✓ | • | • | • |
| Sandstone | • | ✓ | • | ✓ | ✓ | ✓ | • |
| Sierra Tan | • | ✓ | • | ✓ | ✓ | ✓ | • |
| Stone White | • | ✓ | • | ✓ | ✓ | ✓ | • |
| Terra Cotta | • | ✓ | • | ✓ | • | • | • |
| Champagne (Metallic)* | • | ✓ | • | ✓ | ✓ | • | • |
| Copper (Metallic)* | • | ✓ | • | ✓ | ✓ | • | • |
| Preweathered (Metallic)* | • | ✓ | • | ✓ | ✓ | ✓ | • |

*Mica 2-Coat System

✓ - Standard • - Minimum Quantities Required

Colors shown are close to actual finishes however, due to the limitations of printing processes, slight variations may exist. Please contact Englert for actual color chips before ordering.

The coil and sheet availablity shown above is subject to change at anytime without notice. Contact Englert for current offering.

**DISTRIBUTED BY:**

ENGLERT INC.
1200 Amboy Avenue, Perth Amboy, NJ 08861
Phone: 732-826-8614 • Fax: 732-826-8865
info@englertinc.com • englertinc.com

90300B

PPG Industrial Coatings

PPG Industries
151 Colfax Street
Springdale, PA 15144 USA

Color Services
www.colorrequests@ppg.com

We protect and beautify the world™

## Englert Inc. Energy Star Listings

Approver note: The U.S. Environmental Protection Agency (EPA) sunsetted the Energy Star specification for roof products in 2022. When Energy Star was still in effect, it required a minimum Reflectance of 0.25. Please see the following test data.

| PPG CODE NUMBER | ENGLERT COLOR DESCRIPTION | ASTM C-1549 TSR | ASTM C-1371 TE | ASTM E-1980 SRI |
|---|---|---|---|---|
| BN4W114B | BONE WHITE | 0.716 | 0.86 | 87 |
| 870R5 | BURGUNDY | 0.293 | 0.86 | 29 |
| 868V1 | CHAMPAGNE | 0.350 | 0.75 | 32 |
| 870D6 | CHARCOAL | 0.303 | 0.86 | 31 |
| 870R4 | COLONIAL RED | 0.368 | 0.87 | 27 |
| 870T15 | DARK BRONZE | 0.297 | 0.86 | 30 |
| BN4R126B | DEEP RED | 0.413 | 0.86 | 45 |
| BN4A126B | DOVE GRAY | 0.439 | 0.86 | 49 |
| 870G11 | EVERGLADE MOSS | 0.371 | 0.87 | 40 |
| 870G98 | FOREST GREEN | 0.299 | 0.86 | 30 |
| 870G99 | HARTFORD GREEN | 0.250 | 0.83 | 22 |
| 870G19 | HEMLOCK GREEN | 0.399 | 0.86 | 43 |
| 870T16 | MANSARD BROWN | 0.297 | 0.86 | 30 |
| 870K10 | MATTE BLACK | 0.250 | 0.83 | 22 |
| 870T14 | MEDIUM BRONZE | 0.272 | 0.87 | 27 |
| 868R29 | METALLIC COPPER | 0.350 | 0.75 | 32 |
| 870B11 | PACIFIC BLUE | 0.264 | 0.86 | 25 |
| BN4G120B | PATINA GREEN | 0.383 | 0.86 | 41 |
| 868A31 | PRE-WEATHERED GALV | 0.350 | 0.75 | 32 |
| 870B50 | ROYAL BLUE | 0.250 | 0.83 | 22 |
| BN4I106B | SANDSTONE | 0.588 | 0.86 | 69 |
| BN4N130B | SIERRA TAN | 0.452 | 0.86 | 51 |
| 870B5 | SLATE BLUE | 0.307 | 0.86 | 31 |
| 870D7 | SLATE GRAY | 0.370 | 0.87 | 40 |
| BN4W117B | STONE WHITE | 0.662 | 0.86 | 80 |
| 870G9 | TEAL | 0.287 | 0.86 | 28 |
| 870R61E | TERRA COTTA | 0.354 | 0.86 | 37 |
| ---------- | GALVALUME-PLUS | 0.680 | 0.10 | 54 |

United States Steel Corporation
Construction Sales Group
600 Grant Street
Room 1714
Pittsburgh, PA 15219

October 25, 2022

**Re: Leadership in Energy and Environmental Design (LEED®)**

To whom it may concern,

United States Steel Corporation (U. S. Steel), on behalf of itself and its U. S. subsidiaries (excluding Big River Steel, LLC which has its own statement), has prepared the following information to assist your company with products being used for projects in the LEED® program.

**Recycled Content**

U. S. Steel utilizes two processes, the Basic Oxygen Furnace (BOF) process and the Electric Arc Furnace (EAF) process, to manufacture a variety of steel products.

Based on U. S. Steel's operating data, steel products manufactured with BOF technology in the United States consume approximately 22.9% recycled scrap with 11.2% post-consumer scrap, and 11.7% pre-consumer scrap.

U. S. Steel began operation of an EAF at our facility in Fairfield, AL in October 2020 and acquired the remaining ownership stake in EAF producer Big River Steel, LLC (BRS) in Arkansas in early 2021. Based on 2021 operating data, steel products manufactured with EAF technology at Fairfield Works consumed approximately 80.7% recycled scrap with 53.3% post-consumer scrap, and 27.5% (BRS supplies its own statement).

Alternatively, the LEED®v4 Reference Guide allows applicants to assume a default value of 25% post-consumer recycled content for all steel products. Use of this standard value does not require additional documentation based on product type.

**Regional Materials**

U. S. Steel uses recycled scrap in the BOF and EAF processes and 75% of the scrap consumed is harvested from within 100 miles of steelmaking processes located in Gary IN, Braddock PA, Granite City, IL, and Fairfield, AL. Note that iron and steelmaking processes at Great Lakes Works in Ecorse, MI was indefinitely idled in March 2020.

In addition, our steel contains iron extracted from mines in Minnesota as shown in the table below. The taconite ore is processed into iron ore pellets, which are shipped by rail and lake vessel to our manufacturing facilities and are used in the blast furnaces to produce molten iron. The molten iron is combined with the scrap at the BOF to produce steel. The table below indicates the approximate distribution of iron ore sources used at each steel plant based on 2021 data. Note that the Hibtac mine is not owned by U. S. Steel.

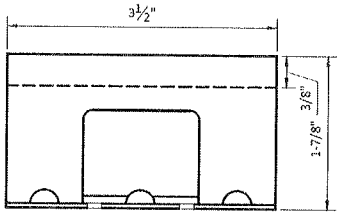
| Steelmaking Facility | Taconite Ore Supply Location | | |
|---|---|---|---|
| | **Minntac** Mt. Iron, MN | **Keetac** Keewatin, MN | **Hibtac** Hibbing, MN |
| **Gary Works** Gary, Indiana | 90% | 9% | 1% |
| **Great Lakes Works** Ecorse, Michigan | N/A | N/A | N/A |
| **Mon Valley Works** Braddock, PA | 83% | 17% | 0% |
| **Granite City Works** Granite City, IL | 0% | 100% | 0% |

For further assistance on LEED® or related topics, please contact the U. S. Steel Construction Sales Group at 412-433-1121 ext. 3621 or ConstructionSales@uss.com.

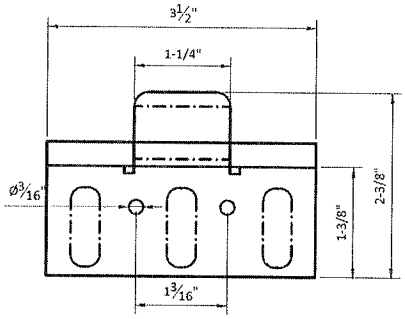
USE WITH: ENGLERT S2000 PANEL

PRODUCT# 05076B (18 ga Galv)
UL RATED

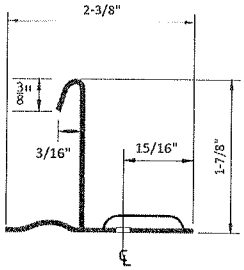
SCALE: N.T.S.



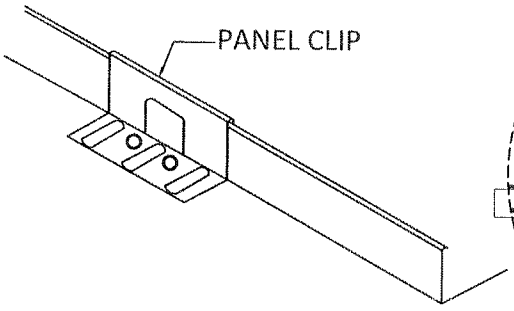

FRONT ELEVATION



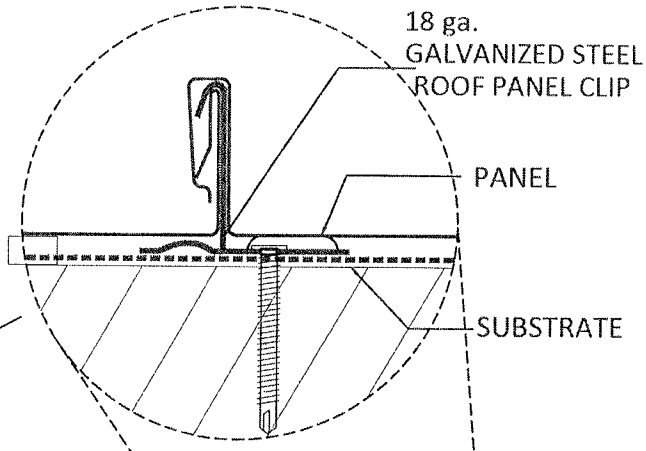

TOP VIEW

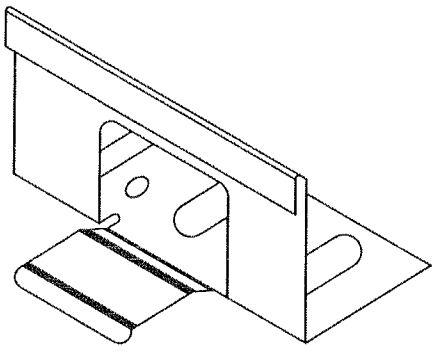



SIDE VIEW

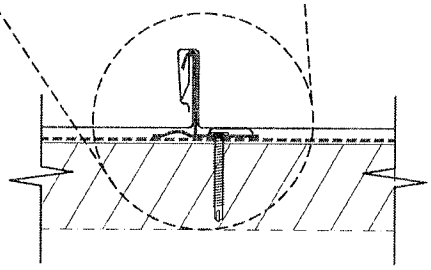



PANEL ENGAGEMENT CUTAWAY



CLIP ISOMETRIC



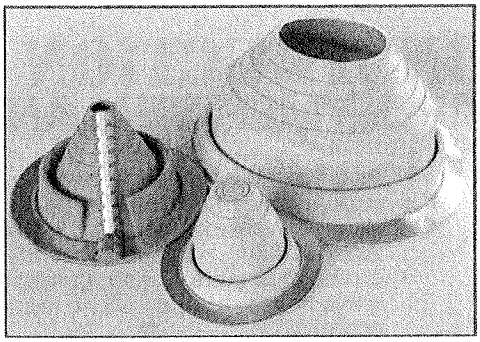
PANEL ENGAGEMENT SIDEVIEW

| | | |
|---|---|---|
| ENGLERT™<br>www.englertinc.com<br>800-364-5378<br>GENERIC BEST PRACTICE ASSEMBLY SHOWN. WATERTIGHTNESS WARRANTY NOT IMPLIED. WHEN SITE CONDITION DIFFERS, SPECIFIC ENGINEERING NECESSARY. | ROOF CLIP<br>SERIES S2000 - UL RATED CLIP | DETAIL SUBJECT TO CHANGE WITHOUT NOTICE.<br>Detail #<br>R02.20.2 |

MAY 2015 © ENGLERT, INC.

# PIPE-MASTER PIPE FLASHING

PIPE-MASTER®
FLEXIBLE PIPE FLASHING



- Flexible, weather resistant EPDM rubber or silicone.
- Aluminum base is flexible to conform to any panel profile
- Grey EPDM is ozone and ultraviolet resistant

## Fastening Recommendation



Corrosion resistant fasteners should be used around the base one every 1-1/2 inches as per the United Plumbing Code (UPC) recommendations. Refer to size chart for the quantity to use.

1/4-14 x 1-1/8" DP1 BLAZER Stainless Cap Head with VRT Technology

## Sealant Recommendation

APS 500
ADVANCED POLYMER SEALANT

Ultra 1000® or APS 500 sealant should be used under the base to assure a proper seal. If you prefer, additional sealant can be applied around base after installation.

## Standard Applications

| Pipe Size Outside Diameter | Flash Number | Flashing Details | TFC Part Number | Number of Fasteners |
|---|---|---|---|---|
| 1/4" - 2 1/2" EPDM | #1 | Top Opening Diameter: Closed<br>Overall Height:: 2.77"<br>Base Diameter: 4.75" | 001DEKR | 10 |
| 1 3/4" - 3" EPDM | #2 | Top Opening Diameter: 1.44"<br>Overall Height: 3.53"<br>Base Diameter: 6.21" | 002DEKR | 13 |
| 1/4" - 5" EPDM<br>*Silicone | #3 | Top Opening Diameter: Closed<br>Overall Height: 3.64"<br>Base Diameter: 7.74" | 003DEKR<br>003DEKS | 16<br>16 |
| 3" - 6 1/4" EPDM | #4 | Top Opening Diameter: 2.38"<br>Overall Height: 5.05"<br>Base Diameter: 9.26" | 004DEKR | 19 |
| 4 1/4" - 7 3/4" EPDM<br>*Silicone | #5 | Top Opening Diameter: 3.50"<br>Overall Height: 4.43"<br>Base Diameter: 10.75" | 005DEKR<br>005DEKS | 22<br>22 |
| 5" - 9" EPDM | #6 | Top Opening Diameter: 4.25"<br>Overall Height: 5.60"<br>Base Diameter: 12.50" | 006DEKR | 26 |
| 6" - 11" EPDM | #7 | Top Opening Diameter: 4.90"<br>Overall Height: 5.84"<br>Base Diameter: 14.60" | 007DEKR | 30 |
| 7" - 13" EPDM<br>*Silicone | #8 | Top Opening Diameter: 5.80"<br>Overall Height: 7.53"<br>Base Diameter: 16.5" | 008DEKR<br>008DEKS | 35<br>35 |
| 9" - 19" EPDM<br>*Silicone | #9 | Top Opening Diameter: 7.45"<br>Overall Height: 8.09"<br>Base Diameter: 25.25" | 009DEKR<br>009DEKS | 54<br>54 |
| 15" - 24" EPDM | #10 | Pipe Size: 15"-24" Diameter<br>(Square Base only) | 010DEKRSQ | 148 |

Note: #1 and #3 are closed top. When flashing a steep pitch roof greater than 20° or a profile with a rib height of 1-1/2" or more, use the next larger flashing for increased flexibility.



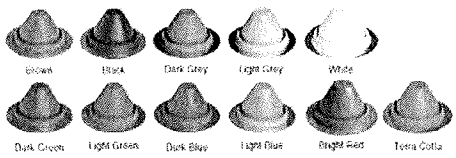
## RETROFIT FLASHING

| PIPE SIZE | US PART NUM | FLASHING DETAILS |
|---|---|---|
| #1 3/4"- 2-3/4" | Black RF 101 BS | Opening diameter 3/4" |
| | Gray RF 101 GS | Pipe size 3/4"- 2-3/4" |
| | Silicone RF 102 RD | Base dimensions 6 -3/10" |
| #2 2"- 7-1/4" | Black RF 201 BS | Opening diameter 2" |
| | Gray RF 201 GS | Pipe size 2" - 7 -1/4" |
| | Silicone RF 202 RD | Base dimensions 10 -3/4" |
| #3 3-1/4" -10" | Black RF 301 BS | Opening diameter 3 -1/4" |
| | Gray RF 301 GS | Pipe size 3 -1/4" – 10" |
| | Silicone RF 302 RD | Base dimensions 14 -1/2" |

## Material Specifications

| | EPDM | Silicone |
|---|---|---|
| Advanced Ozone Resistance | 70 hours @ 500 pphm | 70 hours @ 500 pphm |
| High Temp Resistance | | |
| Intermittent | +135° C (275° F) | +260°C (+500° F) |
| Continuous | +100°C (212° F) | +225° C (+437° F) |
| Low Temp Resistance | -55°C (65°F) | -74°C (-100°F) |
| Tensile Strength (min) | 10 MPa (1450 psi) | 5 MOPa (700 psi) |
| Compression Set (max) | 25% | 50% |

## Available COLORS




**Available in 11 colors to match your roof!**
#3 - Pipe diameter 1/4" to 4"
#5 - Pipe diameter 4 1/4" to 7 3/4"
Material: EPDM

| Size | #mini | #1 | #2 | #3 | #4 | #5 | #6 | #7 | #8 | #9 | #maxi |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Box Qty (pcs) | 30 | 15 | 15 | 15 | 10 | 10 | 10 | 10 | 5 | 5 | 5 |

DISCLAIMER: All information is non-binding and without guarantee. Before using the products, all specifications and calculations must be checked by a suitably qualified person and local regulations must be observed. This document is subject to revision. We reserve the right to make technical changes. 03.21-1

(Exposed Sealant)

# 2300® CONSTRUCTION TRIPOLYMER SEALANT

## 1. PRODUCT NAME:
2300® Tripolymer Sealant

## 2. MANUFACTURER:
**GEOCEL CORPORATION**
P.O. Box 398
Elkhart, IN 46515 USA
Phone: (800) 348-7615
Fax: (800) 348-7009
www.GeocelUSA.com

## 3. PRODUCT DESCRIPTION:
2300 Tripolymer Sealant is a single component, high-performance elastomeric sealant for use in a wide variety of roofing, window, door, siding, trim, architectural metal, manufacturing, and general construction applications. The product has the following unique properties:

- Will not crack
- Asphalt compatible
- Exceptional elongation and flexibility
- Excellent adhesion to all building surfaces, even when damp
- Superior ultraviolet resistance
- Resealable, may be applied over itself
- Paintable
- No dirt pickup
- Easily applied, non-stringing formulation
- Available in crystal clear and colors
- Tools and cleans up easily
- Mildew proof
- **Product meets all state and federal VOC regulations**

**Basic Uses:**

- Most non-traffic bearing joints, including those where structural movement or stress is expected
- Primerless application to brick, concrete, stone, all metals, glass, treated and untreated wood, asphaltic materials, and vinyl
- Where ultraviolet-stable material is required
- Where a paintable sealant is required
- As a trim sealant for metal components




**Composition and Materials:** 2300 is based on a proprietary formulation of polymers designed to provide optimum flexibility, adhesion, weather resistance, and life expectancy. Because of the inherent flexibility of this material blend, the sealant does not contain plasticizers (added to many sealants to promote flexibility) which tend to migrate out of other sealants, causing hardening and shortening their useful life. Due to the mild solvent blend contained in the sealant, 2300 is not a flammable liquid according to NFPA liquid guidelines. Its inherent weather and ultraviolet resistance, combined with its lasting flexibility, provide a life expectancy exceeding 50 years. Its clear formulation is literally clear as glass from the moment of application.

**Grade:** Gun grade consistency

**Primer:** Not required on most surfaces. If primerless adhesion to a particular substrate is in question, a test application is recommended. Contact Geocel's Technical Service Department for further information.

**Packaging:** 10.3 fl. oz. cartridge, 29 fl. oz. cartridge, 5-gallon pail, and 55-gallon drum

**Colors:** White, clear, almond, gray, black, driftwood, tan, earthtone, terra, bronze, cedar, and brown. Additional colors may be available upon request.

**Limitations:** Not recommended for:

- Traffic-bearing surfaces
- Extruded polystryene insulating sheathing (Styrofoam®, etc.)
- Acrylic skylight glazing surfaces
- Areas where food is processed or stored, unless sealant is cured until solvent dissipates

## 4. TECHNICAL DATA: (See chart on back.)

## 5. INSTALLATION:
**Joint Design:** For optimum results, joints should be a minimum of 4 times greater than anticipated movement. Minimum recommended joint size is 1/4" x 1/4". Maximum joint size should be 1/2" x 3/8" in depth.
**Surface Preparation:** Priming is not required unless specified above. Joints should be basically clean and surface dry, although dampness from dew will not interfere with adhesion. Do not use xylene or MEK to clean joints or to remove surface coatings unless surface can be allowed to dry before application of sealant. If the joint is wet with solvent, the sealant will not adhere properly.Use of a dry rag or brush to remove dust, dirt, or other contaminants is recommended Contamination from curing agents and form releases should be avoided.

| TECHNICAL DATA | TEST METHOD | CLEAR | COLORS |
|---|---|---|---|
| Viscosity | Brookfield RVT-F Spindle Helipath Stand (100 sec., 77 F) | 800 M cps | 884 M cps |
| Extrusion | ASTM C 603-90 | 2 seconds | 2 seconds |
| Elongation (Peak) | ASTM D 412 | 870% | 853% |
| Elongation (Peak) after 500 hours QUV | ASTM D 412 | 1093% | 1088% |
| Tensile Strength (Peak) | ASTM D 412 | 407 psi | 414 psi |
| Cyclic Movement | ASTM C 719 | □25% | □25% |
| Adhesion | | | |
| Aluminum | | 19 P.L.I. | 17 P.L.I. |
| Mortar | | 12 P.L.I. | 21 P.L.I. |
| Glass | | 20 P.L.I. | 23 P.L.I. |
| Wood | | 17 P.L.I. | 24 P.L.I. |
| Vinyl | | 12 P.L.I. | 14 P.L.I. |
| % Solids | | 62.5% | 50.0% |
| Tack Free | | 2 hours | 1.75 hours |
| Cure (1/4" x 1/4" bead) | | 5 days | 6 days |

Contact Geocel's Technical Service Department or representative if such agents are involved.

**Joint Backing:** Joint depth should not exceed 3/8". An open cell backer rod should be used to control joint depth. In shallow joints, a bond breaker tape should be installed to prevent three-point contact.

**Service Temperature:**
-40 F to 180 F
-40 C to 82 C
**Application Temperature:**
-40 F to 140 F
-40 C to 60 C

**Application and Tooling:** Apply with conventional caulking equipment, filling joint completely. When temperature is below 40 F, application will be easier if sealant is warmed. When temperature of surface to be sealed exceeds 140 F, do not apply sealant until surface cools. A soap solution or a solvent such as xylene may be used as a lubricant for tooling. Do not allow tooling agents to contaminate open joints.

**Painting:** Sealant may be painted after 24 hours. If using a relatively inflexible paint, allow sealant to cure for 3 days before painting. 2300 may be coated with any latex and most oil based paints. Some paints may crack in dynamic joints. See paint manufacturer's specifications.

**Cleaning:** Remove 2300 from gun and tools before it cures. This may be done by scraping and use of solvents such as MEK (lacquer thinner), xylene, Toluol or chlorinated solvents. Cured materials may be removed by cutting with sharp tools. Observe manufacturer's precautions when using toxic or flammable solvents.

**Storage Life:** One year

**Warning:** *For Colors Only*
This product contains a chemical known to the state of California to cause cancer.
*For Clear and Colors*
Harmful or fatal if swallowed. If swallowed, call a physician immediately. May be harmful if inhaled in an enclosed space.

## 6. AVAILABILITY AND COST:

Marketed throughout the U.S., Canada, and in select foreign markets. It is available from various construction material and industrial distributors. Cost and further technical data are availabe from your local Geocel Representative or from Geocel's corporate offices.

## 7. LIMITED WARRANTY:

Geocel Corporation warrants that the product is manufactured according to their published standards. The company guarantees for five years from the date of manufacture that 2300 Tripolymer Sealant will not crack due to normal expansion and contraction and that it will not lose its adhesion or cohesion. Geocel Corporation will, at its option, either refund the purchase price of, or provide replacement for, that portion of the 2300 which fails to perform in accordance with this warranty. Such refund or replacement will constitute the limit of Geocel's liability and obligation for any such failure. Geocel Corporation will not be liable or obligated otherwise for any loss or damage, arising directly or indirectly, from this product, or the use or failure thereof, whether based on breach of warranty or negligence.

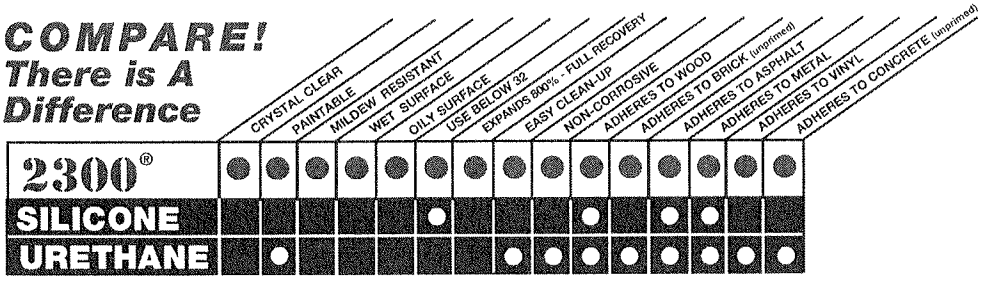
## 8. MAINTENANCE:

No maintenance should be required. If the sealant is damaged, either remove bead and reseal with 2300 or apply additional 2300 over the damaged area.

## 9. TECHNICAL SERVICES:

Geocel representatives throughout the United States are available to provide technical assistance. Geocel's in-house technical staff and laboratory facilities are equipped to respond to specific requests for further information and/or applications testing.

**COMPARE! There is A Difference**




THEORETICAL YIELD PER CARTRIDGE

| Joint Size | Linear Feet |
|---|---|
| 1/4" x 1/4" | 24.8 |
| 1/4" x 3/8" | 16.5 |
| 1/4" x 1/2" | 12.4 |
| 1/2" x 3/8" | 8.7 |
| 1/2" x 1/2" | 6.2 |
| 3/4" x 1/2" | 4.1 |

Geocel®
ISO 9001 Certified
P.O. Box 398
Elkhart, IN 46515
(800) 348-7615 • Fax (800) 348-7009
www.GeocelUSA.com

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# SM5229
## Tacky Tape® Industrial Tape Sealant

S-M®
TECH DATA

**PRODUCT NAME:**
SM5229 Tacky Tape® Industrial Tape Sealant

**MANUFACTURER:**
Schnee-Morehead, Inc. Please refer to the reverse side of this sheet for the listing of the manufacturing facility.

**PRODUCT DESCRIPTION:**
Tacky Tape® SM5229 is a 100% solids, asbestos-free butyl tape sealant designed to seal lap-type joints encountered in many industrial fabrication details. It is easy to apply and compress during installation. It exhibits excellent resistance to water, extremes in temperature and atmosheric contamination.

**BASIC USES:**
Tacky Tape® SM5229 is used to seal and prevent the entry of dust, air and moisture through details found in HVAC systems, agricultural equipment, sheet metal assemblies, flashing and marine details where a moldable gasket-like seal for hardware is required.

**LIMITATIONS:**
Not Recommended for:

a. Joints that will be subject to continous water submersion.
b. Joints that are not mechanically fixed.

**APPLICATION LIMITATIONS:**
Do not apply tape sealant to contaminated, wet or frost bearing surfaces.

**TECHNICAL DATA:**
Test indicate that Tacky Tape® SM5229 Tape Sealant exhibits resistance to ultraviolet and infrared radiations, precipitation, atmospheric hydrocarbon contamination and extremes in temperature. Shelf life is eighteen (18) months when stored in a dry place where temperature does not exceed 100°F (38°C).

**TYPICAL PROPERTIES**

| *Characteristic* | *Result* | *Test Method** |
|---|---|---|
| Specific Gravity | 1.48 | ASTM D 792 |
| Percent Solids | 100% | SM Lab Determination |
| % Elongation | 200% min. | ASTM C 908 |
| Sag | None | AAMA 800 |
| Water Resistance | Pass | AAMA 800 |
| Hardness (Shore 00) | 60 to 70 | AAMA 800 |
| Vehicle Migration | Pass <1/8" (<3.175mm) | AAMA 800 |
| Crazing To Acrylic Plastics | None | MIL-S-11030C |
| Cone Penetration (0.1 mm) @ 77°F (25°C) | 85-105 | ASTM D 217 300 Gram Cone (5 Seconds) |
| Service Temperature Range | -25° to 180°F (-32° to 82°C) | SM Lab Determination |
| Application Temperature Range | 0° to 120°F (-18° to 49°C) | SM Lab Determination |
| Yield Strength Psi (KPa) | 8 (55) | ASTM C 908 |
| Color | Gray | Visual Determination |
| Odor | None | SM Lab Determination |
| Weatherability QUV, 340A Lamps 1000 Hours | Excellent No Cracking No Chalking No Wash-off No flow (Sag) | SM Lab Determination |

**ALL TEST METHODS ARE THE MOST RECENTLY PUBLISHED VERSIONS.*

**INSTALLATION:**
Optimally, a clean dry uncontaminated surface is desired to obtain intimate adhesion.

Position tape sealant on required seal area with backing paper on top. Using a smooth even hand motion, press the tape to the surface to make intimate contact without distorting the tape sealant. Avoid lapping of tape by butt joining tapes at transition points. Remove backing paper prior to mating adjoining surface and fastening. **IF THIS TAPE SEALANT IS IN DIRECT CONTACT WITH ANY OTHER SEALANT OR ELASTOMER, A COMPATIBILITY TEST MUST BE CONDUCTED PRIOR TO USE.**

SM5229 is compatible with the following Schnee-Morehead products:

- Acryl-R® Sealant SM5522
- SM5430 Non-Drying Sealant
- Acryl-R® Narrow-Joint Sealant SM5504
- SM7100 Permathane® Polyurethane Sealant
- SM7108 Permathane® Polyurethane Sealant
- SM5731 Poly-Glaze™ Silicone Sealant

The suitability of this product, for each intended use, must be determined by the purchaser or user prior to acceptance. Typically, solvent base sealants will soften butyl tape sealants upon contact. This is a short term effect until the solvent has evaporated, and no long term effects on performance properties of the tape sealant are anticipated.

**SPECIFICATION COMPLIANCE:**
Tacky Tape® SM5229 meets and exceeds the test requirements of:

U.L.-723, ASTM E 84, Flame Spread 5, Smoke Density 5, National Fire Protection Association – Class A

Uniform Building Code – Class 1

U.L. Approval for SM5229 has been granted on sizes up to and including 3/4" width x 1/4" thick.

**AVAILABILITY AND COST:**
Tacky Tape® SM5229 Tape Sealant is available in a variety of sizes. Please contact Schnee-Morehead for additional information. Names of distributors and agents are available through Schnee-Morehead.

**MAINTENANCE:**
No maintenance should be needed.

**PRETEST FOR ADHESION:**
Pretest for adhesion is intended to eliminate potential field problems by testing SM5229 Tacky Tape® Sealant with samples of material surfaces on which it will be applied. This testing will aid in determining the proper surface preparation, if any, that will be necessary prior to tape sealant application.

CONDITIONS OF SALE AND LIMITATIONS OF WARRANTIES:

All Schnee-Morehead products and materials are sold subject to the terms and conditions set forth in the technical data sheet, invoice, order acknowledgement and/or bill of lading. All statements, technical information and recommendations regarding such products are based on tests and examinations believed to be reliable, but Schnee-Morehead, Inc. neither guarantees nor warrants their accuracy or completeness.

It shall be the sole responsibility of the user to determine the suitability of the Schnee-Morehead product or material for each intended use and the user shall assume all risks and liability in connection with the use, or inability to use, the product or material.

To the exclusion of all other remedies, Schnee-Morehead, Inc. warrants and agrees to replace, or as its sole option, to refund the purchase price of that portion of any material or product supplied by Schnee-Morehead, Inc. which is proven, upon inspection within thirty (30) days of the date of receipt of such product or material, to be defective in material or workmanship. No salesperson, agent, employee or representative of Schnee-Morehead, Inc. has any authority to enlarge or change the terms of the warranty.

In no event shall Schnee-Morehead, Inc. be responsible for any special, indirect, consequential or incidental damages or loss, including, without limitations, loss of profits or revenues, economic losses or loss of use, whether statutory or based on theories of contract or tort. THERE ARE NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED (INCLUDING ANY REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) NOT SPECIFIED HEREIN.

Complete technical information is available from Schnee-Morehead.
For technical assistance, customer service, and general information, please call **1-800-TRUST SM.**

**SCHNEE-MOREHEAD, INC.**
111 North Nursery Road, Irving, Texas 75060
(972) 438-9111 Fax (972) 554-3939
www.trustsm.com

ENGLERT

# LIMITED EXTERIOR BUILDING PRODUCT FINISH/BASE METAL WARRANTY

*Revision 7 - Issued 5/1/2022*

## I. INTRODUCTION

Englert, Inc., Perth Amboy, New Jersey, *(hereinafter referred to as "Englert")* hereby offers the following paint finish warranties and base metal warranties to only the original and first owner(s) of the project and/or building where Englert's coil and flat stock is used for formed roofing, fascia, mansard, wall panels, siding and soffit applications *(hereinafter to be referred to as "Product")*. The warranted paint systems will be the PermaColor 3500 ULTRA-Cool® low gloss, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors which is comprised of a full-strength 70% Kynar 500®/ Hylar 5000® Fluorocarbon. Aluminum will only be offered as a prepainted product. Galvalume® will be offered in prepaint, or as an acrylic coated mill finish product in an AZ55 coating weight. Englert warrants that its Products, upon delivery, will be free from defects, excluding any freight damage. *(The term "the material will be free from defects" does not include waviness present in the flat/planer areas of Englert's product, due to inconsistency in the metal making process and uneven substrates over which the product in applied, which the industry has accepted as being prevalent and normal.)* Waviness shall not be a cause for a claim under this or any other warranty.

## II. GENERAL INFORMATION

This warranty covers three separate and distinct products as outlined below:

### 1. Prepainted Aluminum Warranty

- When Prepainted Aluminum materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 40-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and a 40-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.
- When Prepainted Alumunium materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert will offer a 35-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.

### 2. Prepainted Galvalume® Warranty

- When Prepainted Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year limited warranty on the Galvalume®, a 40-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and a 40-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.
- When Prepainted Galvalume® materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any period of time on prepainted Galvalume®.

### 3. Mill Finish Galvalume® Warranty

- When Mill Finish Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year warranty with an AZ55 coating weight on the base metal.
- When Mill Finish Galvalume® materials are installed on a property that is located within one-half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any time period on the mill finish Galvalume®.

## III. ENGLERT, INC.'S 40-YEAR PERMACOLOR 3500 AND PERMAMETALLIC 3500 PAINT FINISH WARRANTY

This portion of the warranty applies to the paint finish as outlined below. The Galvalume® base metal is covered in Section IV.

***The paint finish on Englert's PermaColor 3500 and PermaMetallic 3500 is comprised of a full-strength 70% Kynar 500® /Hylar 5000® fluorocarbon paint which will not:***

A. Chip, crack, check, or peel. *(These terms shall not mean deviations to the paint finish as a result of exposed raw edges, or as a result of roll-forming, embossing, and end cutting of Product, which may occur in and during proper fabrication of the Product.)*

B. Chalk in excess of eight (8) numerical ratings, when installed 0 degrees to 86 degrees from vertical, when measured in accordance with the standard test procedures as specified under ASTM D4214.

C. Fade in excess of five (5) Delta E Units (NBS), when installed 0 degrees to 86 degrees from vertical, measured on exposed painted surfaces which have been cleaned of external deposits, as determined under ASTM D-2244, Paragraph 6.3. Color change shall be measured on an exposed, painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed, painted surface, equally exposed to the sun and elements.

This paint finish warranty applies only to Englert's pre-painted coils and flat stock in steel or aluminum used for formed roofing, fascia, mansard, wall panels, siding, and soffit applications and only to **Product erected within the Continental United States** and has been exposed to normal atmospheric conditions. This warranty does not apply to product exposed at any time to corrosive or aggressive atmospheric conditions, including, but not limited to:

1. Areas subject to salt-water marine atmospheres or to spraying of either salt or fresh water. (Except pre-painted aluminum.)
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, salt, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty **DOES NOT APPLY** in the event of:

1. Bends less than 4T inside bend diameter for all coil and flat stock thicknesses.
2. Roof or sections of the roof flatter than ¼:12 slope.
3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection including damage caused by walking on the roof.
4. Forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension.
5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
6. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may cause product failure.**
7. Failure to remove debris from overlaps and all other surface of the sheets or panels.
8. Damage caused to the metallic coating by improper forming (*including, but not limited to, roll forming, press braking or embossing*) or scouring or cleaning procedures.
9. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
10. Presence of damp insulation, soil, vegetation, cement, or other corrosive materials in contact with or in close proximity to the sheets or panels.
11. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with aluminum and Galvalume panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (*e.g., with elastomeric grommets*) to prevent dissimilar metal contact.
12. Failures caused by acts of God, falling objects, external forces, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
    a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells laminates as a result of cleaning, rain, etc.; (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications

of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.

On prepainted aluminum product located less than a half mile from a seacoast, salt water, or brackish water, annual maintenance must be performed by the owner(s) including annual "sweet water" (*fresh tap water*) rinse in accordance with AAMA 610.1-1979 *(copy available upon request)*. It will be the owner's responsibility to maintain records to demonstrate this maintenance has occurred and such records must be produced to Englert upon request. Failure of the owner to produce the maintenance records upon request will void the warranty and Englert shall have no further obligation under the warranty. The Product must not be cleaned with abrasive or chemical cleaners. The use of any such cleaners will void the warranty and Englert shall have no further obligation under the warranty.

This paint finish warranty is strictly limited to the Product as outlined herein and shall not apply to failures, leaks, or consequential damages caused by application of the Product. This paint finish warranty is offered to the original owner(s) only, who is the registered purchaser of the Product, and is not transferable or assignable. Englert expressly precludes others from claiming, representing, or implying that this paint finish warranty extends to or is available to anyone other than the original and first owner(s). It is the responsibility of the building owner(s) to maintain such identification records for purposes of exercising the rights under this paint finish warranty throughout the duration of the paint finish warranty period.

All claims must be submitted in writing to Englert within the paint finish warranty period and within thirty (30) days after discovery of the claimed defect. Failure to timely submit a claim shall constitute a material breach of the Warranty and Englert will not provide any coverage under this for any claim that is not submitted within the thirty (30) day time period. The claim must describe the defect and refer to the paint finish warranty, date of issuance, and include the name of the contractor and invoice of purchase. Englert will then examine the Product or cause it to be examined. If after inspection by Englert it is determined that the claim is valid and in accordance with the terms of the Warranty, Englert agrees at its option to repair or replace the defective Product.

Englert will assume 100% of the cost of refinishing or replacing Product on a non-prorated basis for 25-years, 35-years, or 40-years (in accordance with the applied warranty as outlined in Section I) from the date of installation. The basis for computing cost of refinishing or replacing Product shall be at the current market price. Englert will have sole discretion as to whether the Product is to be refinished, or replaced. If Englert determines that refinishing is the appropriate measure to be taken, then the building owner(s) shall extend a license to Englert or to any of its authorized representatives or contractors to proceed with uninterrupted work for such refinishing. The building owner(s) shall indemnify and hold Englert or any of its agents, authorized representatives, or contractors, harmless from any damages or claims arising out of or connected with such refinishing, provided that such indemnification shall not extend to acts of negligence by Englert, its agents, employees, authorized representatives or contractors.

In the event replacement of Product is deemed necessary by Englert, it shall mean and is limited to Englert furnishing replacement Product only, F.O.B. Perth Amboy, New Jersey. **The term "replacement" does not include labor costs of Product removal, fabrication, or installation.** The refinished or replaced product shall be warranted for the unexpired term of the original warranty. This paint finish warranty does not confer upon the owner(s) the right to refinish, restore, repair, or replace Product without a written authorization executed by a duly authorized officer of Englert. Any restoration, refinishing, repairing, or replacement of Product not authorized in writing by a duly authorized officer of Englert shall result in this warranty becoming null and void.

## IV. ENGLERT, INC.'S LIMITED 25-YEAR GALVALUME® BASE METAL WARRANTY

This portion of the warranty applies to the base metal of Galvalume® as outlined below. The paint finish is covered in Section III.

Englert offers the following base metal warranty on Galvalume® AZ55 to the original and first owner(s). Englert warrants that the base metal of Galvalume® will not rupture, fail structurally, or perforate due to exposure to normal atmospheric conditions, **if erected within the Continental United States**. Visual or cosmetic variations caused by weathering of mill finish Product or variations in spangle are specifically excluded from this base metal warranty. The Product shall be free from material defects, excluding any freight damage. This warranty shall commence from the date of the completion of the installation of all of the Product at the project. The warranty shall apply for the following time periods:

A. 25-years on prepainted Galvalume® or Galvalume Mill Finish Acrylic Coated AZ55 coating weight, **excluding product that is installed less than half a mile from the seacoast, salt water or brackish water**. The warranty does not apply for product installed less than a half mile from the seacoast, salt water, or brackish water.

This warranty **DOES NOT APPLY** to coil and flat stock exposed at any time to corrosive or aggressive atmospheric conditions, including, **BUT NOT LIMITED TO**:

1. Areas subject to salt-water marine atmospheres or to spraying of either salt or fresh water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, salt, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or piping or areas in contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty **DOES NOT APPLY** in the event of:

1. Bends less than 4T inside bend diameter for all coil and flat stock thicknesses.
2. Roof or sections of the roof flatter than ¼:12 slope.
3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection including damage caused by walking on the roof.
4. Forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension.
5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
6. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may cause product failure**
7. Failure to remove debris from overlaps and all other surface of the sheets or panels.
8. Damage caused to the metallic coating by improper forming (*including, but not limited to, roll forming, press braking or embossing*) or scouring or cleaning procedures.
9. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
10. Presence of damp insulation, soil, vegetation, cement, or other corrosive materials in contact with or in close proximity to the sheets or panels.
11. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with Galvalume panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (*e.g., with elastomeric grommets*) to prevent dissimilar metal contact.
12. Failures caused by acts of God, falling objects, external forces, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
    a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells laminates as a result of cleaning, rain, etc. (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.

This limited base metal warranty applies only to Product used for formed roofing, fascia, mansard, wall panels, siding, and soffit applications and only to **Product erected within the Continental United States** which have been exposed to normal atmospheric conditions. It does not apply to Product that has been exposed to corrosive or aggressive atmospheric conditions, as defined and described above.

This base metal warranty is strictly limited to the Product as identified above and shall not apply to failures, leaks, or consequential damages caused by application of the Product. This base metal warranty is offered to the original owner(s) only, who is the registered purchaser of the Product, and is nontransferable or assignable. Englert expressly precludes others from claiming, representing or implying that this warranty extends to or is available to anyone other than the original and first owner(s). It is the responsibility of the owner(s) to maintain such identification records for purposes of exercising the rights under this base metal warranty throughout the duration of the base metal warranty period.

All claims must be submitted in writing to Englert within the base metal warranty period and within thirty (30) days after discovery of the claimed defect. Failure to timely submit a claim shall constitute a material breach of the Warranty and Englert will not provide any coverage under this for any claim that is not submitted within the thirty (30) day time period. The claim must describe the defect and refer to this base metal warranty number and the date of issuance, and to include the name of the contractor and invoice of the purchase. Englert will then examine the Product or cause it to be examined. If, after inspection, it is determined by Englert that the claim is valid in accordance with the terms of the base metal Warranty, Englert agrees, at its option, to repair or replace the defective Product. Englert will assume 100% of the cost of repairing or replacing Product for a 25-year metal limited warranty for a 40-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors and a 40-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.

A limited base metal warranty of 25-years is given for Mill Finish Galvalume AZ55. This is outlined in Section IV; A and B, above. The basis of computing cost of repairing or replacing Product shall be the current market price. Englert has sole discretion as to whether the Product shall be the current market price. Englert has sole discretion as to whether the Product is to be repaired or replaced. If Englert determines that repairing is the most appropriate measure to be taken, the owner(s) shall extend a license to Englert or to any of its authorized representatives or contractors to proceed with uninterrupted work for such repairing of Product. The owner(s) shall indemnify and hold Englert or any of its agents, authorized representatives, or contractors, harmless from any damages or claims arising out of or connected with such repair, provided however, that such indemnification shall not extend to acts of negligence by Englert, its agents, employees authorized representatives or contractors.

Repaired or replaced Product shall be warranted for the unexpired term of the original base metal warranty. The term "replacement" shall mean and is limited to Englert furnishing replacement Product only F.O.B., Perth Amboy, New Jersey. **The term "replacement" does not include labor costs of Product removal, fabrication, or installation.** This base metal warranty does not confer upon the owner(s) the right to refinish, restore, repair, or replace product without a written authorization executed by a duly authorized officer of Englert. Any restoration, refinishing, repairing, or replacement of Product not authorized in writing by a duly authorized officer of Englert shall result in this warranty becoming null and void.

Inconsistencies, such as waviness or oil canning, of the flat/planer surfaces of Englert's Product are not a defect and are expressly excluded from this base metal warranty as this is considered an inherent characteristic of the Product when roll-formed. On Mill Finish Galvalume, both passivated and acrylic coated, uniform visual appearance is not guaranteed. If uniform visual appearance is necessary or desired then a prepainted product should be purchased.

## V. General Terms of All Warranties Contained Within This Certificate

A. **DISCLAIMER OF ALL OTHER WARRANTIES: ENGLERT'S WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES. ENGLERT PROVIDES NO OTHER WARRANTIES BEYOND THE DESCRIPTION OF THE WARRANTIES PROVIDED HEREIN. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

B. The purchased product warranties contained in this certificate are not valid unless issued by Englert, duly signed by an authorized officer of Englert for the Product on a specific project, identifying its name and location and proof of purchase of the Product from Englert. The warranty certificate must be completed and submitted to Englert. The provisions hereof shall constitute the owner's exclusive remedy for breach of warranty, given under this certificate. Englert shall not be liable to the owner(s) for incidental, special or consequential damages for breach of any written or implied warranty on the Product or its application and under no circumstances shall Englert be responsible for any consequential damages or loss to the building, its contents or other material.

C. Some states do not allow the exclusion or limitation of incidental or consequential damages or the disclaimer of implied warranties, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state. In the event that any provisions of this Warranty are found to be invalid or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

D. This certificate covers any and all agreements under this Warranty, either expressed or implied, and shall not be modified or extended, except in writing by an authorized officer of Englert.

E. Failure to apply for any of the warranties herein within thirty (30) days of substantial completion of the component of the building of which the Product is a part shall result in all warranty/warranties becoming null and void.

F. The parties agree that the warranties in this certificate shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Legal action to construe or enforce any of the warranties in this certificate shall be brought in a Court of competent jurisdiction in Perth Amboy, NJ, USA. The owner(s) expressly agree to submit to the jurisdiction and laws of the courts as set forth above.

G. No waiver of any provision or condition of this Warranty by Englert, through the course of performance, action, or otherwise, shall be construed by the owners(s) to be a waiver of any other provision or condition of the Warranty.

H. In the event of any litigation or alternative dispute resolution proceeding arising out of, under, related to, or in connection with this Warranty, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs from the non-prevailing party, including but not limited to, pre-trial, trial and appellate levels.

ENGLERT

No. ...

Customer Name: _____
Customer Address: _____
City/State/Zip Code: _____
Telephone No.: _____
Order Date: _____
Invoice Number(s): _____
Material Lot Numbers: _____

Building Owner(s) _____
Owner Location: _____

Architect: _____
General Contractor: _____
Project Name: _____
Project Location: _____
Project Completion Date: _____
Panel Profile: _____
Project Size in Sq.Ft Roof/Panels: _____
Components: _____
Within ½ mile from seacoast, salt water, brackish water Yes No
New Roofing/Paneling Re-Roof
Contracting Method: _____
Photos Required: _____

By _____ Title _____ on this _____

SAMPLE

# TEST REPORT ON

# ENGLERT INC.'S SERIES 2000 STRUCTURAL SNAP LOCK STANDING SEAM PANELS ( 1 3/4" HIGH, 18" WIDE &24 ga.) AT 2' 0" AND 4'-0" PURLIN SPACING WITHOUT REINFORCED PANEL RIBS IN ACCORDANCE WITH ASTM E1592-94 MODIFIED TO MEET UNITED STATES ARMY CORPS OF ENGINEERS (USACE) CEGS 07416 (JULY 1995)

**TESTED FOR:**
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Telephone: (214) 340-0049
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C 502-1

**TESTED BY:**
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Telephone: (918) 492-5992
FAX: (918) 493-3568

**TEST CONDUCTED AT:**
ENCON Testing Lab
1216 North Lansing Avenue, Suite C
Tulsa, OK 74106

**TEST WITNESSED BY:**
Harold Simpson, P.E.
Bala Sockalingam

TESTING DATES: March 14 & 17, 1997
REPORTING DATE: March 18, 1997

ENCON® Project C502

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## 1.1 SUMMARY

Tests were conducted on the Englert Inc., Series 2000 structural snap lock standing seam panel (1-3/4" high seam, 18" wide pan, 24 Ga. and 50 ksi yield stress) at ENCON® Consultants, Inc.'s Test Facility, Tulsa, Oklahoma. These tests meet the provisions of ASTM E 1592-94 as modified by United States Army Corps of Engineers (USACE) Guide Specification 07416 (July 1995) and good engineering test procedures. These tests were run for different field seamed panel span configurations. The tests are listed below according to their configurations and date tested.

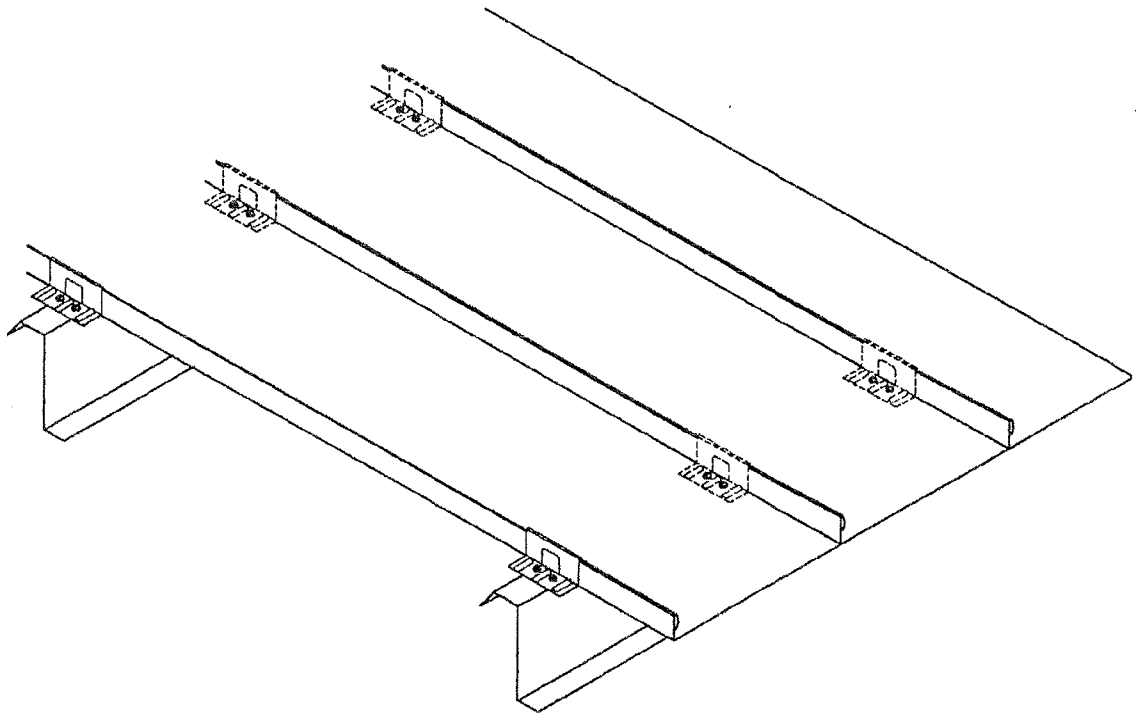
* 24 Ga., 4'-0" purlin spacing with unreinforced panel ribs.
  Tested on March 14, 1997.
* 24 Ga., 2'-0" purlin spacing with unreinforced panel ribs.
  Tested on March 17, 1997.

All of the above defined tests were witnessed by Harold Simpson, P.E., and Bala Sockalingam of ENCON Consultants. All the tests were conducted using Englert Inc.'s standard 18 ga. Series 2000 panel clips. The length and height of the clip was 3-1/2" and 1-3/4", respectively. The unreinforced panel clip was attached with 2 each #10-12 self-tapping fasteners.

The panels were loaded to a failure condition and observations made. In both tests, the failure mode was the disengagement of the panel sidelap. The ultimate air pressure reached during the testing of 18" wide panel was 35.1 psf for 4' 0" purlin spacing and 40.5 psf for 2' 0" purlin spacing. A diagrammatic representation of these test setups is illustrated on Pages 2 and 3.

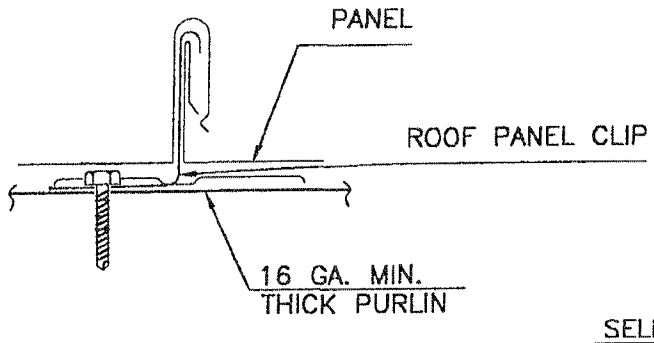
| ENCON CONSULTANTS, INC. | ENGLERT SERIES 2000 PANEL | ASTM E1592-94 TEST SUMMARY | 2 |
|---|---|---|---|

© ENCON 1997

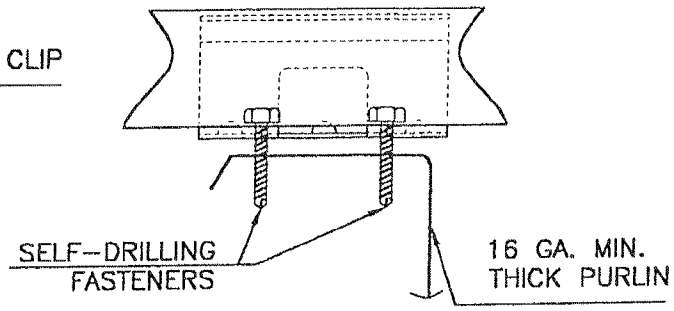


| TEST SERIES | PANEL SPAN | PANEL DEPTH x WIDTH | Ga. | SPAC. OF RIB. REINF. | ULTIMATE LOAD | DESIGN LOAD BASED ON FS OF 1.65 |
|---|---|---|---|---|---|---|
| 1 | 2'-0" | 2" x 18" | 24 | N.A. | 40.5 PSF | 24.5 PSF |
| 2 | 4'-0" | 2" x 18" | 24 | N.A. | 35.1 PSF | 21.3 PSF |

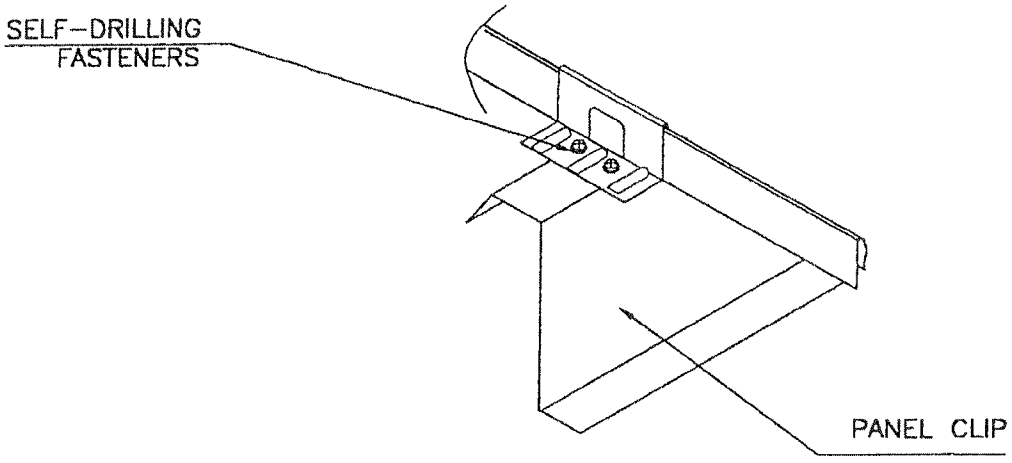
© ENCON 1997




CLIP
PANEL STABILIZER END VIEW




CLIP SIDE VIEW




TYP. PANEL CLIP

## 2.1 DESCRIPTION OF TEST

Tests were conducted to determine the structural performance of the SSMR Panel at various span configurations under uniform static pressure difference. The test method consisted of the following: (1) sealing the test specimen against one face of a test chamber; (2) supplying air to and exhausting air from the chamber at the rate required to maintain the test pressure difference across the specimen; and (3) observing, measuring, and recording the deflections, deformations, and nature of any failures of principal or critical elements of the panel profile or members of the anchor system.

The increments of load application were chosen such that a sufficient number of readings were obtained to determine the load deformation curve of the system. End and edge restraint was representative of field conditions, and the unit contained sufficient individual components to minimize the effect of variations in material and workmanship.

Two tests were performed and the test requirements for these tests were modified to meet the requirements of Paragraph "1.4 Performance Requirements" of CEGS 07416. One test simulated a roof edge condition with the roof panel end edge having crosswise restraint and the opposite edge free of crosswise restraint. The other test simulated a roof interior condition with both opposite panel end edges free of crosswise restraint.

### TEST CHAMBER

The test chamber consisted of a box as shown in the applicable drawings in the appendix. It contains one open surface against which the test specimen is installed. Two static pressure taps are located at corners to measure the chamber pressure in such a manner that the readings are not affected by the velocity of the air supply to or from the chamber or other air movement. The air supply openings

into the chamber are arranged so that the air does not impinge directly on the test specimen with significant velocity. The chamber provides visual access to the underside of the test specimen as the test is being conducted.

## AIR SYSTEM

The compressed air supply consists of a number of individual compressor units capable of maintaining a constant air pressure difference for the required test period. A water manometer is used to measure the test pressure difference with accuracy of 1/10."

## DEFLECTION AND DISTORTION MEASUREMENT

Deflection and distortion measurements were taken by means of a level and staffs calibrated to 1/100 of an inch which were attached to the top side of the specimen. The deflection staffs were placed so that their readings were not influenced by movement of the support members.

## READING LOCATIONS

Reading locations are as shown on the drawings in the appendix.

## TEST PROCEDURE

A nominal air pressure of 7.8 psf which was equivalent to four times the dead weight of the specimen was applied to the test panel for at least a minimum of 60 seconds and until the panel had stabilized and readings were taken. These readings were considered as bench mark readings and the load corresponding to these readings were considered as "Reference Zero Load."

The air pressure was then increased by load increments as shown on recorded data and held for 60 seconds and until the panel had stabilized and the first set of readings were measured for the test

panel. The air pressure was then reduced to zero or no load and then once again to the Reference Zero Load and the bench mark readings were taken.

This procedure was repeated several times each time increasing the air pressure by a load increment over the previous load. It was ensured that bench mark readings were taken between each incremental increase in order to keep track of permanent deflections. This load sequence was continued until the panel was subjected to maximum air pressure resulting in its failure.

**TEST SPECIMEN**

The test specimen was of sufficient size to determine the performance of all typical parts of the roof system excluding support elements such as purlins, eave struts, rake angles and similar structural parts supporting the roof system. Conditions of structural support of the roof specimen were simulated as accurately as possible. The test specimen included roof panels, concealed anchor clips and perimeter attachment of the roof to its structural supports. All of the parts of the test specimen were actual size and material as shown in the drawings. The overall dimension of the specimen was in excess of 10' x 12'. The panels were supported by secondary structures (purlins). The details of methods of construction and anchorage are depicted in the enclosed test drawings.

At the discontinuous sidewall ("cut side", Details 1/6, and 1/7), the only attachment to the underlying purlin was the roof panel clip. This "cut side" was constructed as if an actual building panel was physically severed into two pieces leaving the test edge of the panel discontinuous in a substantially unsupported condition. Endwall edges "cut end", Details 1/3, 1/4 and 1/5 were attached to rake angles or other structural elements by self-drilling fasteners. One eave/sidewall (Detail 1/8) and the panels in the main field of the test setup including the panel clips and its attachment to the secondary

structure (purlins) were constructed similar to the panel mounting system that would be used to mount the panel to an actual building structure.

The panel clip is hooked to the male lip of the panel and is attached to the secondary structure. See Drawing 1/1 and1/2 for typical location of roof panel clips, and Drawings 1/3, 1/4, and 1/5 for locations of the panel clip relative to the various edge conditions. Some tape and sealant was used to keep the air pressure liner airtight at the panel perimeter locations. This tape and sealant had no influence on the performance of the panel during the test.

**SPECIMEN WIDTH**

The specimen width was more than ten feet and contained no less than three full panels and five structural elements. Edge seals did not constrain the specimen any more than normal gable attachment.

**SPECIMEN LENGTH**

Specimen length was constructed in such a manner as to meet the requirements of U.S. Army Corps of Engineers Specification CEGS 07416 (July 1995) which requires that edge of roof specimens be tested with crosswise restraint at one end of the test specimen and that main field specimens be tested without crosswise restraint.

**CROSSWISE RESTRAINT**

The ends of the specimen which were to be free of crosswise restraint were determined to be free of crosswise restraint by comparing panel distortions. When panel flat distortion (within appropriate tolerances) at a distance of at least four feet from the midspan staff in the flat of the panel, was equal to or more than midspan panel distortion at the midspan staff in the flat of the panel, the panel was

determined to be free of crosswise restraint or when the panel flat distortion compared to corrugation deflection adjacent to an unrestrained panel end, was equal to or greater than the midspan panel flat distortion compared to midspan panel corrugation deflection, the panel was determined to be free of crosswise restraint.

## SPECIMEN ORIENTATION AND SEALING

The test specimen was installed in its "as used" orientation, i.e., the interior side of the specimen faced the applied air pressure. The panel was secured to the test jig by the same number and type of concealed anchor clips as are normally used for installation of the test specimen on a building. No tape or film was used to bridge panel joints on the pressure side of the specimen. The use of tape or film used at all other locations was made sure not to restrict differential movement between adjoining members.

## FAILURE

Failure was considered to have occurred when components separated or permanent distortion interfered with the function of the system or the system was unable to carry additional load. Permanent deformation of the panel across the flat (area between the ribs) which does not adversely affect roof watertightness or roof performance was not considered failure.

## FACTOR OF SAFETY

Industry designed procedures propose different factors of safety on yield and ultimate strength. Panels forming roof systems do not have well defined yield points. The AISI Specifications for tests require the following:

The load at which distortions interfere with the proper function of the specimen in actual use shall not be less than the dead load plus 1.5 times the applied load. The normal safety factor for live load design in the 1986 AISI Specifications is 1.67. In addition, the 1986 AISI Specifications state when wind load controls, "a twenty five percent reduction of the nominal safety factor is permissible provided that the section thus designed is not less than that required for combination of dead and live load". Accordingly the load developed at the point when excessive distortion began to first occur was divided by 1.67 and multiply by 1.33.

U. S. Army Corps of Engineer Specification CEGS 07416 (July 1995) requires a safety factor of 1.65 and was used in calculating allowable loads for USACE purposes.

## 2.2 TEST ADDITIONS/MODIFICATIONS

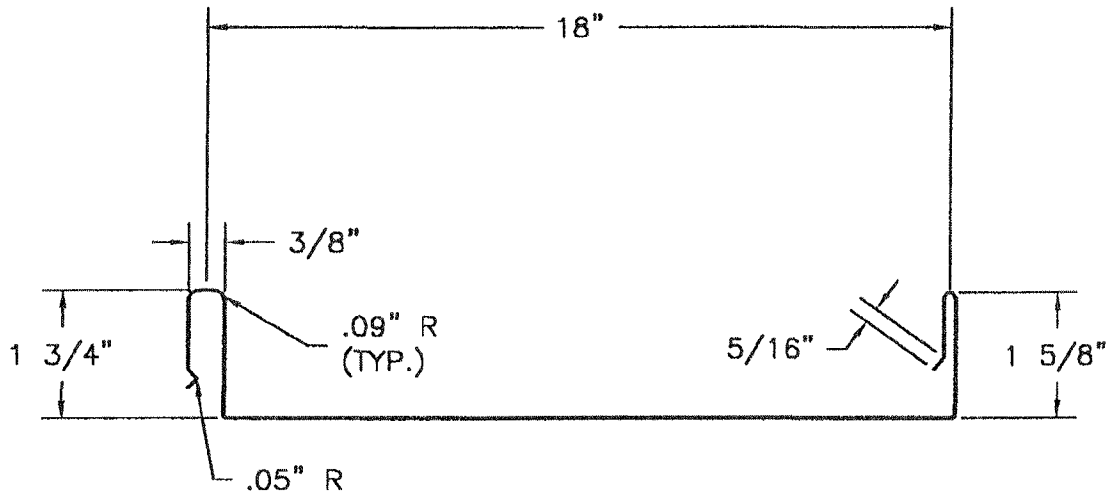
At the "cut side" of the panel, thin strips of metal were used at the free end of the panel to clamp the air pressure retainer (plastic) to the panel to prevent air leakage. Typical SSMR panel construction would involve using a 16 Ga. Zee plate at these locations which is much stiffer than the metal strips used in the test.

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## 3.1 SPECIMEN IDENTIFICATION

| | |
|---|---|
| Manufacturer: | Englert Inc. |
| Dimensions: | 1-3/4" High Seam and 18" Wide Pan (See Panel Cross Section) |
| Model Type: | Snap Lock Standing Seam Metal Roof |
| Thickness: | 24 Gage |
| Yield: | 50 ksi Minimum |
| Clip: | 3-1/2" long , 1-3/4" high and 18 ga. thick |
| Fasteners: | Two #10-12 x 1-1/4" STS |

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## 3.2 Recorded Test Data, 4'-0" Purlin Spacing Unreinforced.

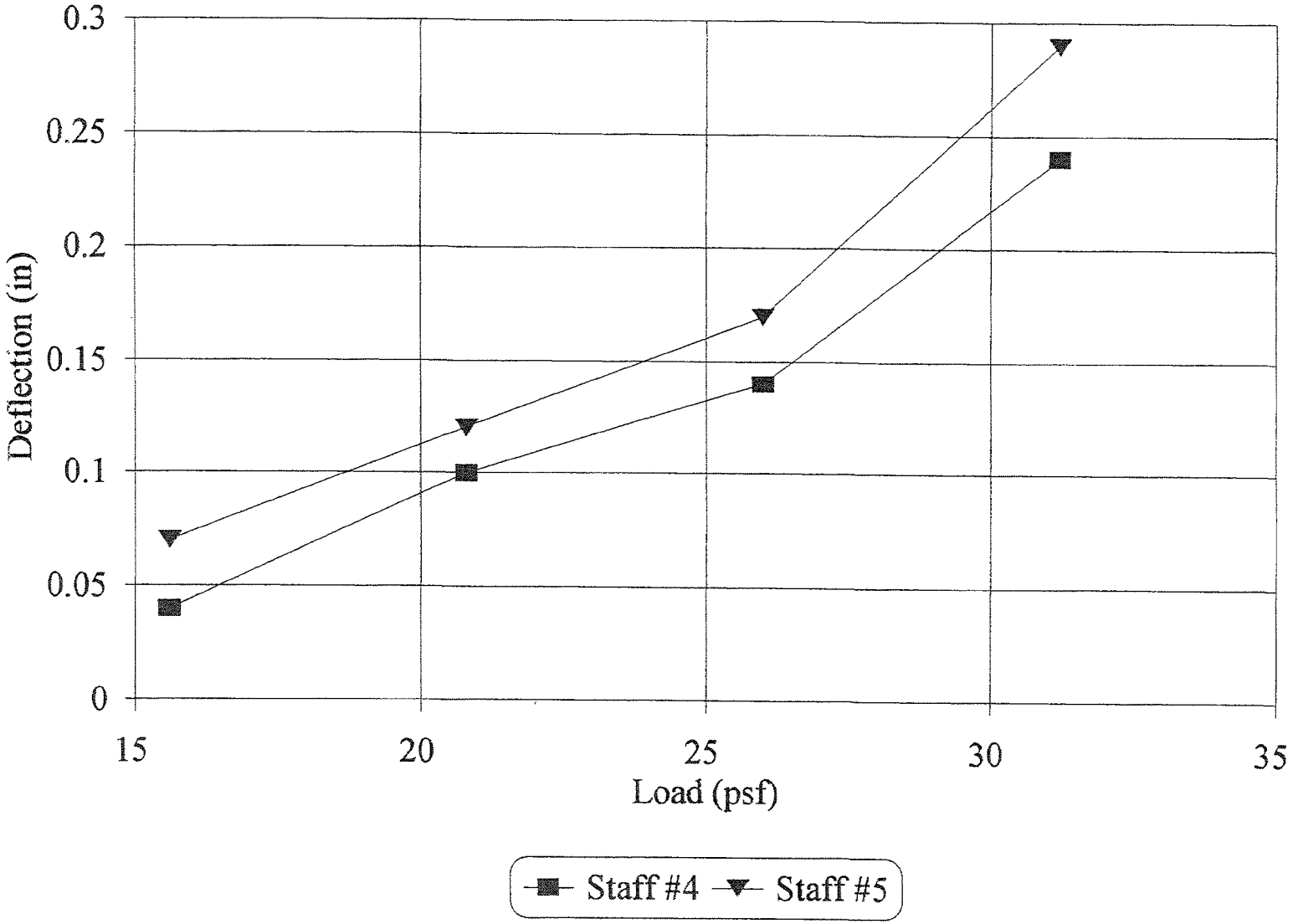


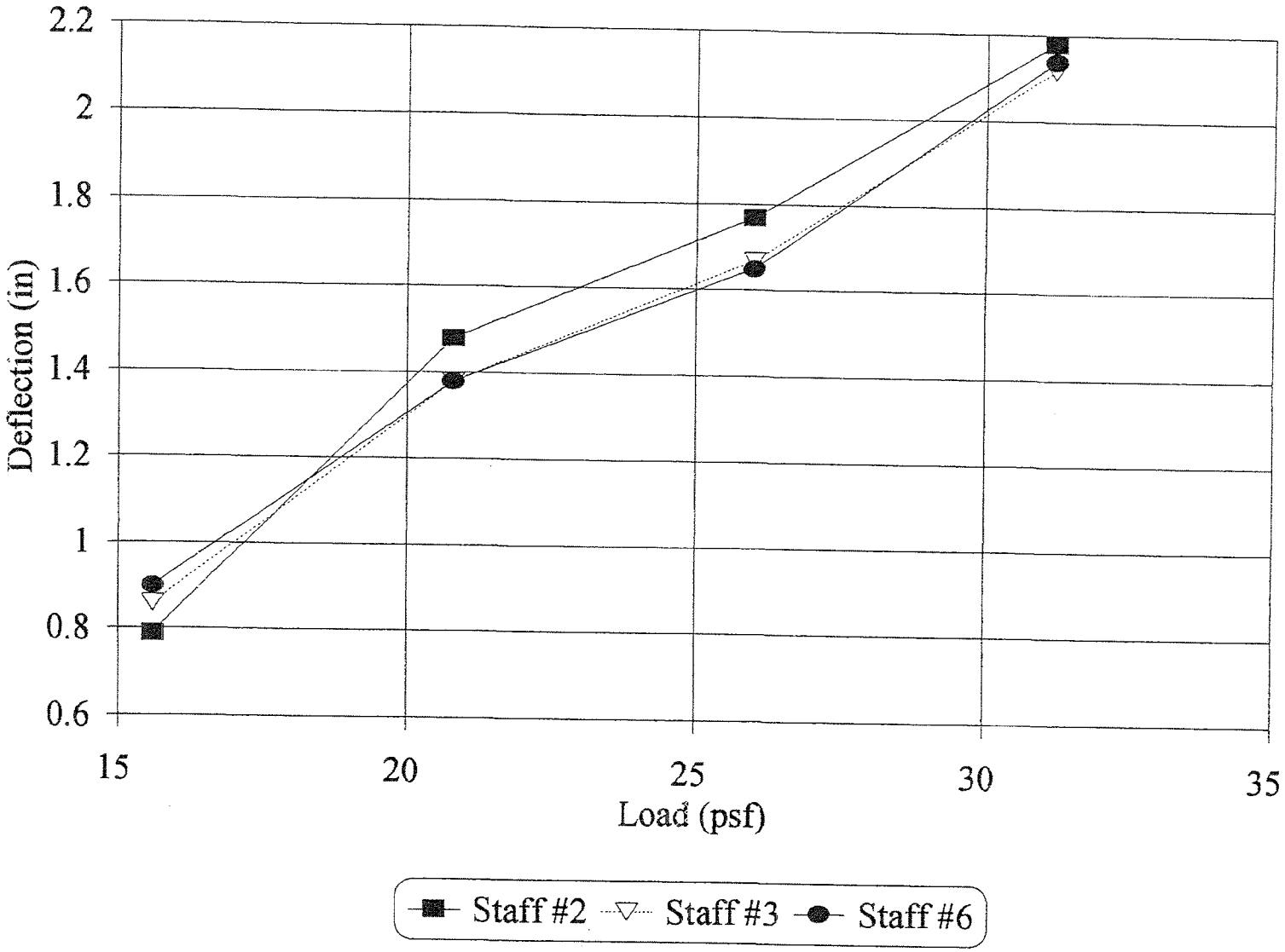
Testing of Englert Series 2000, Flat Pan, 24 ga, Snap Lock SSMR panel @4'-0" Purlin Spacing, Unreinforced Panel Ribs

Air Pressure Test Conducted On 14 March 1997

| | Air Pressure | ACTUAL DEFLECTION IN INCHES | | | | | | |
|---|---|---|---|---|---|---|---|---|
| | psf | 1 | 2 | 3 | 4 | 5 | 6 | REMARKS |
| 1 | 15.6 | 0.07 | 0.79 | 0.86 | 0.04 | 0.07 | 0.90 | |
| 2 | 7.8 | 0.05 | 0.11 | 0.08 | 0.04 | 0.02 | 0.13 | |
| 3 | 20.8 | 0.17 | 1.48 | 1.38 | 0.10 | 0.12 | 1.38 | |
| 4 | 7.8 | 0.09 | 0.24 | 0.20 | 0.04 | 0.04 | 0.24 | |
| 4 | 26.0 | 0.23 | 1.77 | 1.67 | 0.14 | 0.17 | 1.65 | |
| 4 | 7.8 | 0.10 | 0.40 | 0.32 | 0.06 | 0.05 | 0.34 | |
| 4 | 31.2 | 0.25 | 2.18 | 2.12 | 0.24 | 0.29 | 2.14 | |
| 5 | 7.8 | 0.16 | 0.53 | 0.36 | 0.10 | 0.11 | 0.57 | |

## Load vs. Rib Deflection (24 ga.)
### 4'-0" Span with Unreinf. Panel Ribs




Load vs. Pan Deflection (24 ga.)
4'-0" Span with Unreinf. Panel Ribs
Deflection (in)
2.2
2
1.8
1.6
1.4
1.2
1
0.8
0.6
15
20
25
30
35
Load (psf)
Staff #2
Staff #3
Staff #6

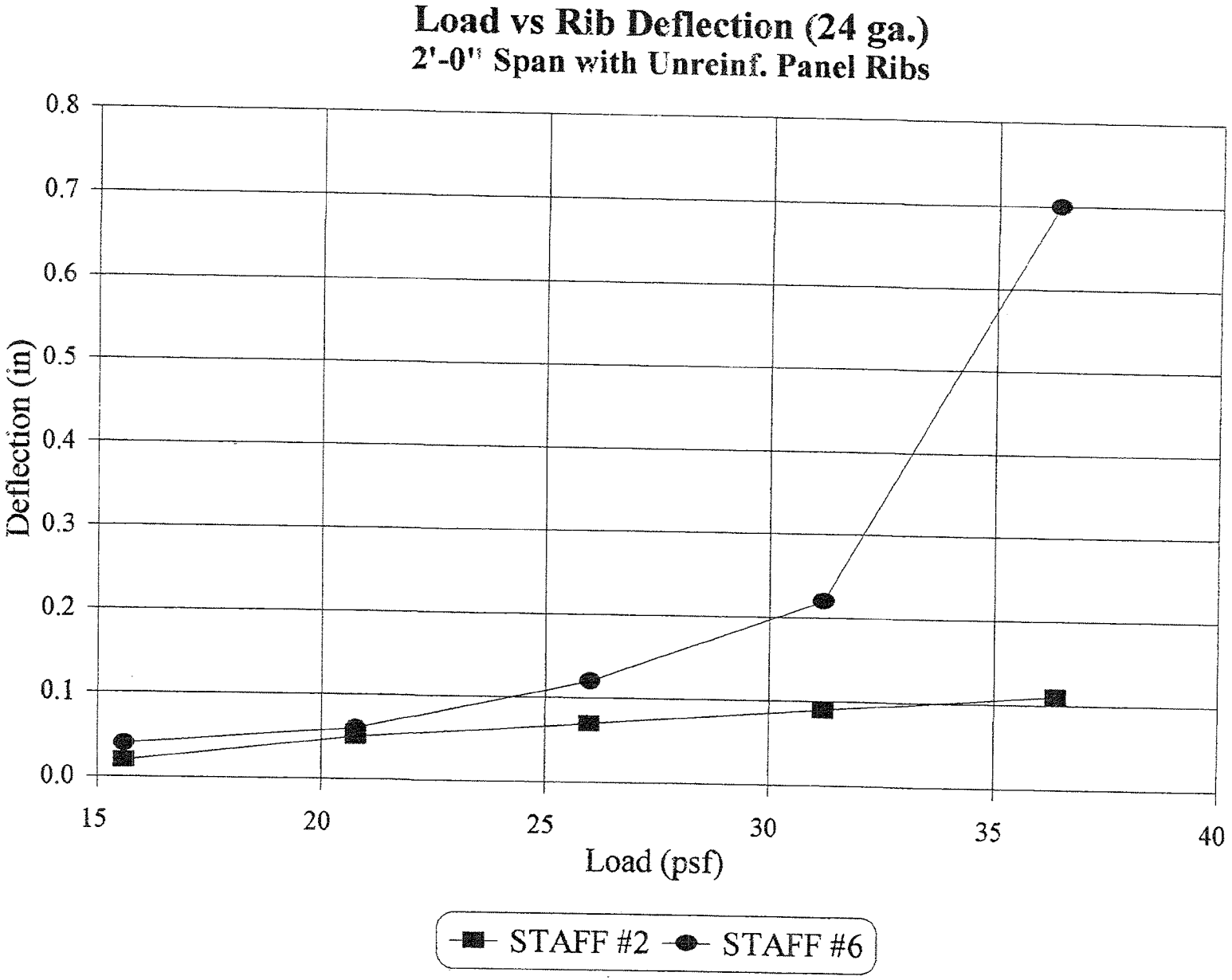
## 3.3 Recorded Test Data, 2'- 0" Purlin Spacing Unreinforced.



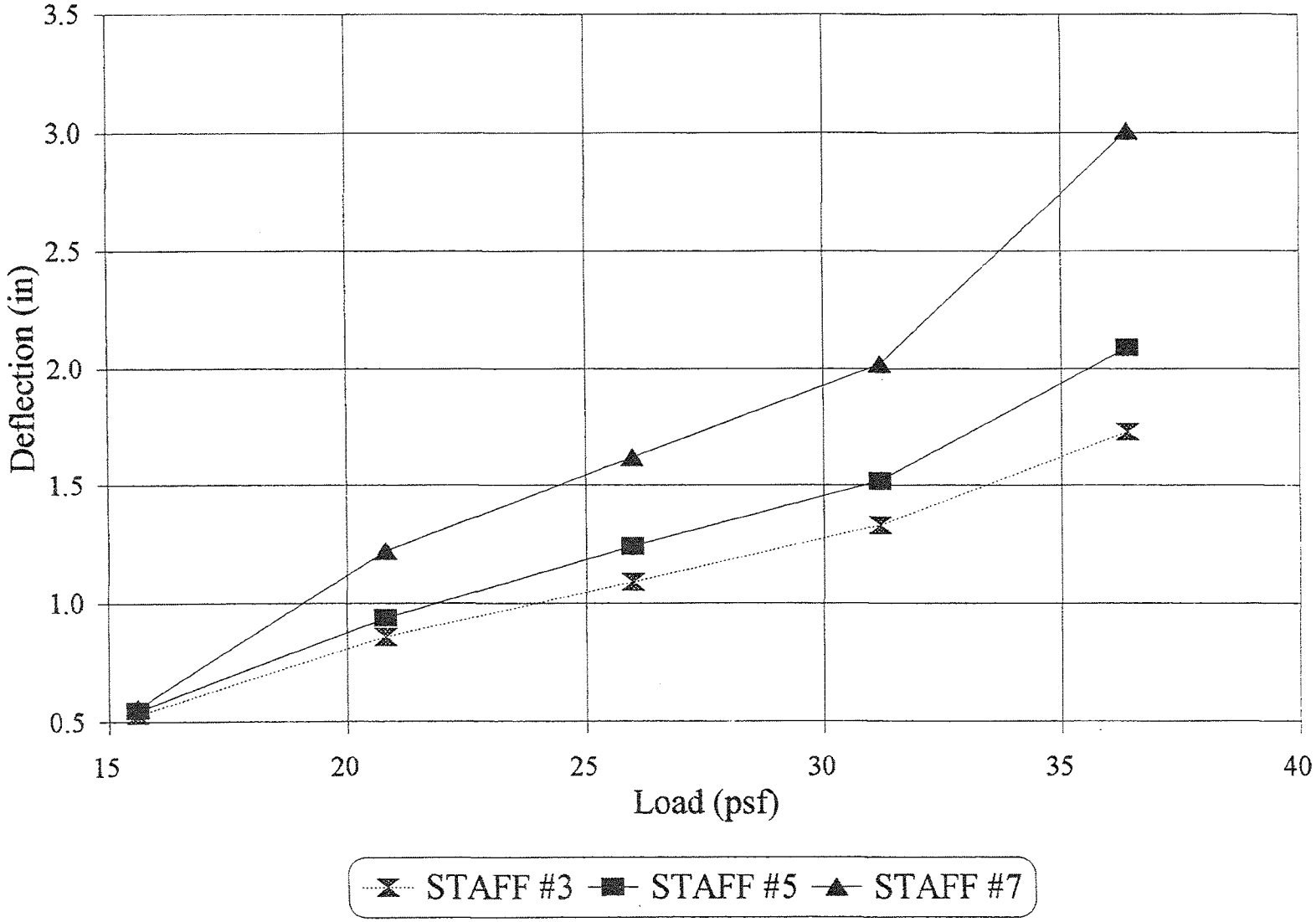
Testing of Englert Series 2000, Flat Pan, 24 ga, Snap Lock SSMR panel @2'-0" Purlin Spacing, Unreinforced Panel Ribs

Air Pressure Test Conducted On 17 March 1997

| | Air Pressure | ACTUAL DEFLECTION IN INCHES | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | psf | 1 | 2 | 3 | 4 | 5 | 6 | 7 | REMARKS |
| 1 | 15.6 | 0.37 | 0.02 | 0.53 | 0.03 | 0.55 | 0.04 | 0.56 | |
| 2 | 7.8 | -0.03 | 0.00 | 0.05 | 0.01 | 0.06 | 0.02 | 0.08 | |
| 3 | 20.8 | 0.62 | 0.05 | 0.86 | 0.05 | 0.94 | 0.06 | 1.22 | |
| 4 | 7.8 | -0.03 | 0.00 | 0.03 | 0.01 | 0.06 | 0.02 | 0.12 | |
| 5 | 26.0 | 0.79 | 0.07 | 1.09 | 0.08 | 1.24 | 0.12 | 1.62 | |
| 6 | 7.8 | -0.01 | 0.00 | 0.06 | 0.01 | 0.08 | 0.04 | 0.17 | |
| 7 | 31.2 | 0.99 | 0.09 | 1.33 | 0.11 | 1.52 | 0.22 | 2.02 | |
| 8 | 7.8 | 0.08 | 0.01 | 0.13 | 0.05 | 0.19 | 0.06 | 0.37 | |
| 9 | 36.4 | 1.19 | 0.11 | 1.73 | 0.20 | 2.09 | 0.70 | 3.01 | |
| 10 | 7.8 | 0.20 | 0.04 | 0.36 | 0.11 | 0.55 | 0.16 | 1.08 | |


Load vs Rib Deflection (24 ga.)
2'-0" Span with Unreinf. Panel Ribs
0.8
0.7
0.6
0.5
0.4
0.3
0.2
0.1
0.0
Deflection (in)
15
20
25
30
35
40
Load (psf)
STAFF #2
STAFF #6

## Load vs Pan Deflection (24 ga.)
### 2'-0" Span with Unreinf. Panel Ribs



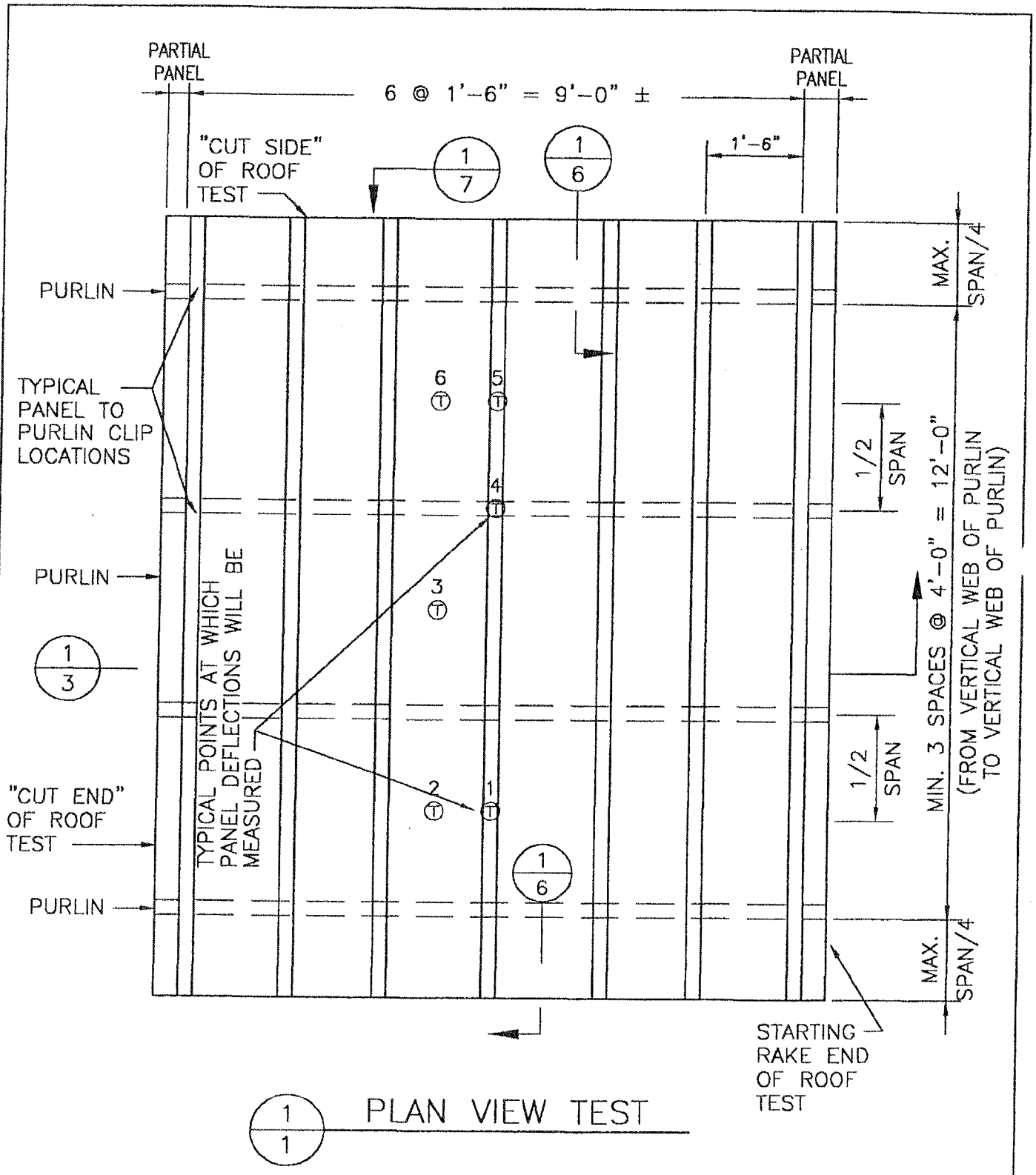
ENCON CONSULTANTS, INC.

# PLAN VIEW

ASTM E1592-94

© ENCON 1997

(BOTH ENDS UNRESTRAINED CROSSWISE)




1/1 PLAN VIEW TEST

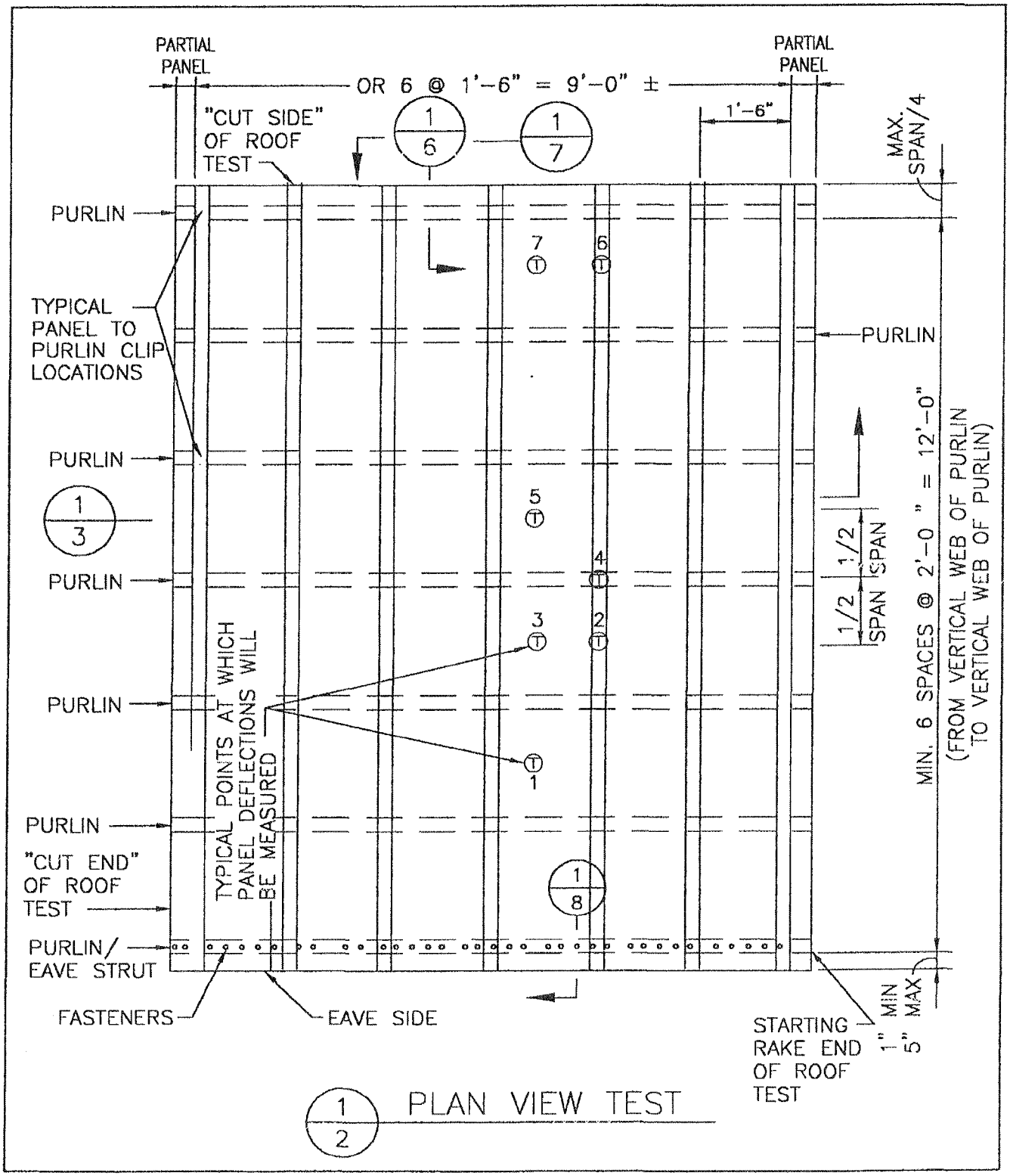
ENCON - JC

C502001E

| ENCON CONSULTANTS, INC. | PLAN VIEW | ASTM E1592-94 | |
|---|---|---|---|

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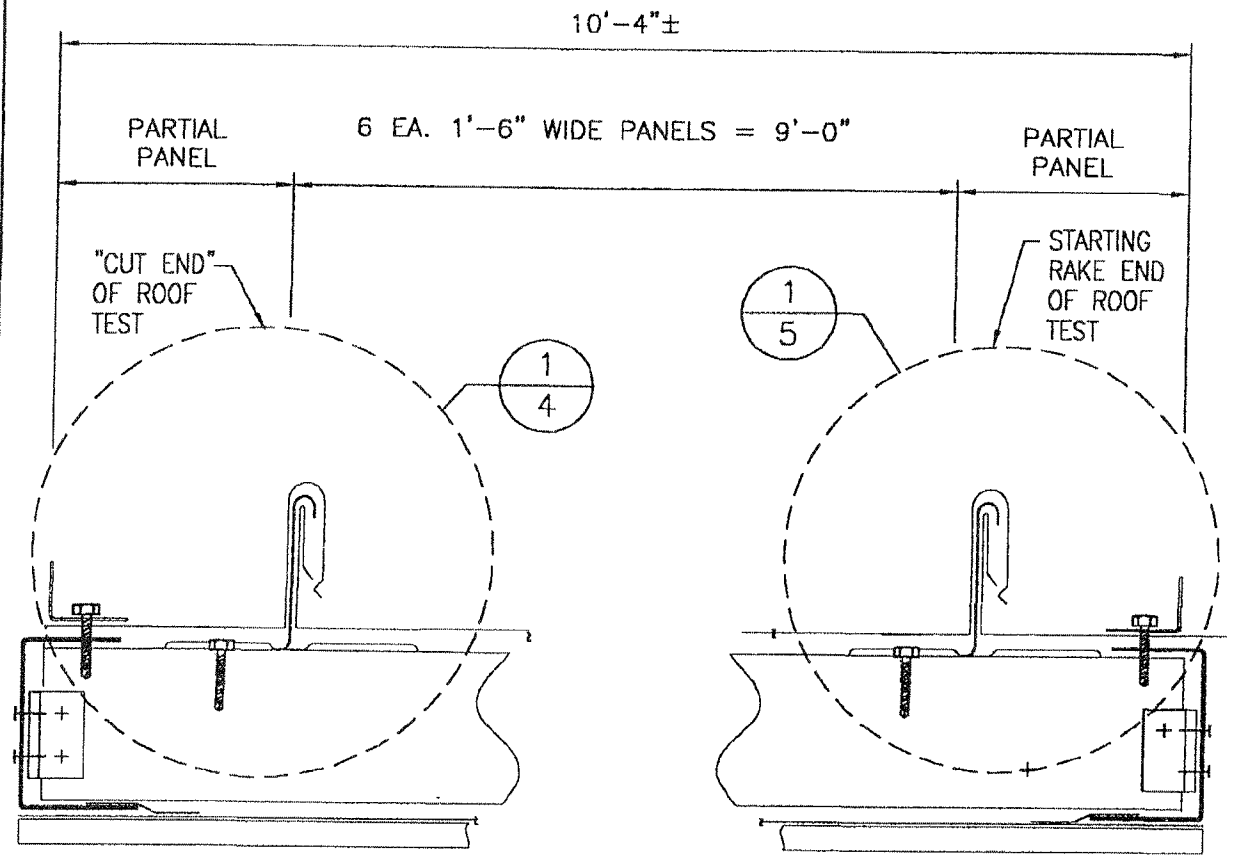
(ONE END WITH CROSWISE RESTRAINT)




1/2 PLAN VIEW TEST

| ENCON CONSULTANTS, INC. | SECTION THROUGH ROOF | ASTM E1592-94 | |
|---|---|---|---|

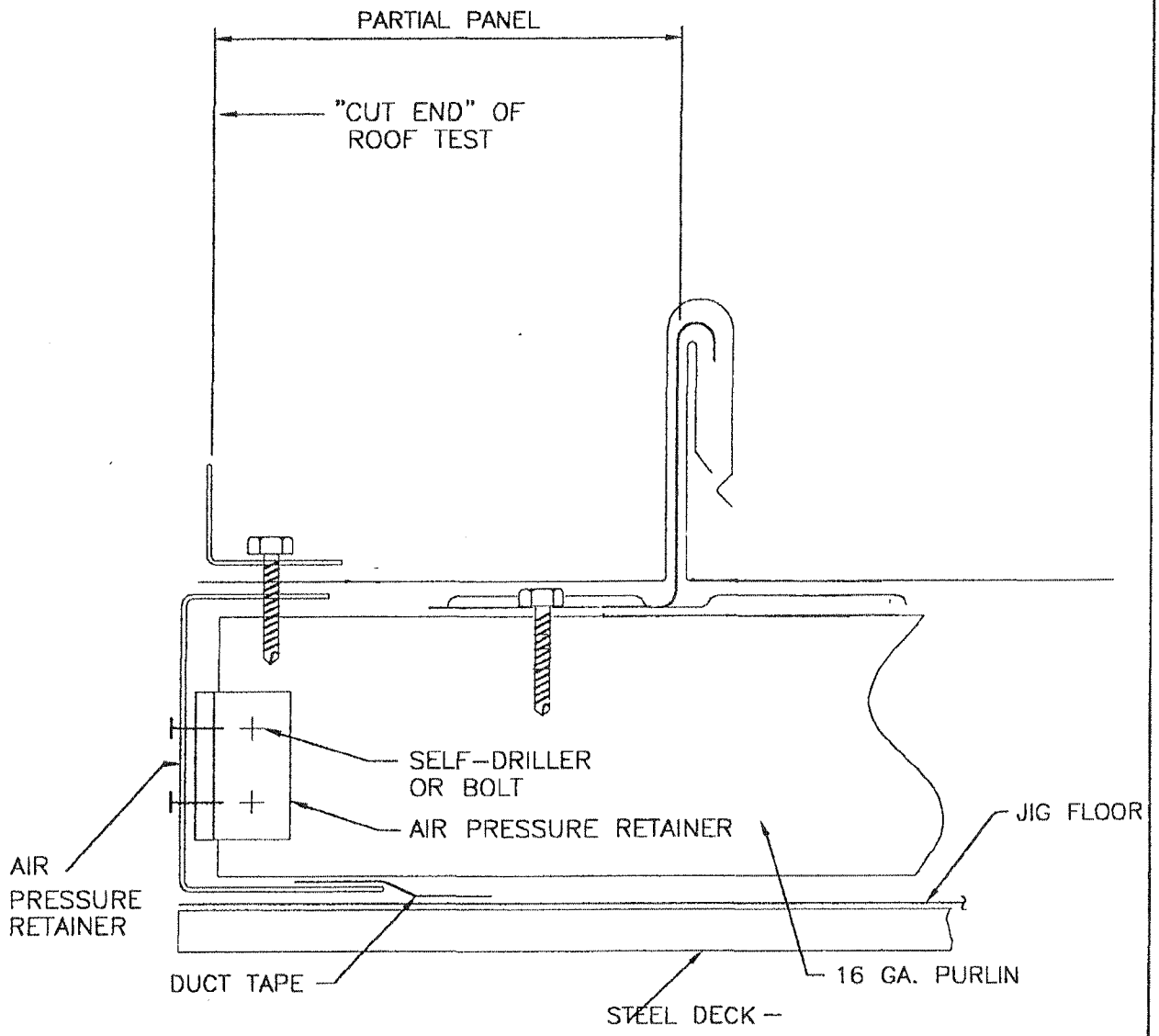
© ENCON 1997




1/3 SECTION THROUGH TEST ROOF

| ENCON CONSULTANTS, INC. | DETAIL OF "CUT END" | ASTM E1592-94 | |
|---|---|---|---|

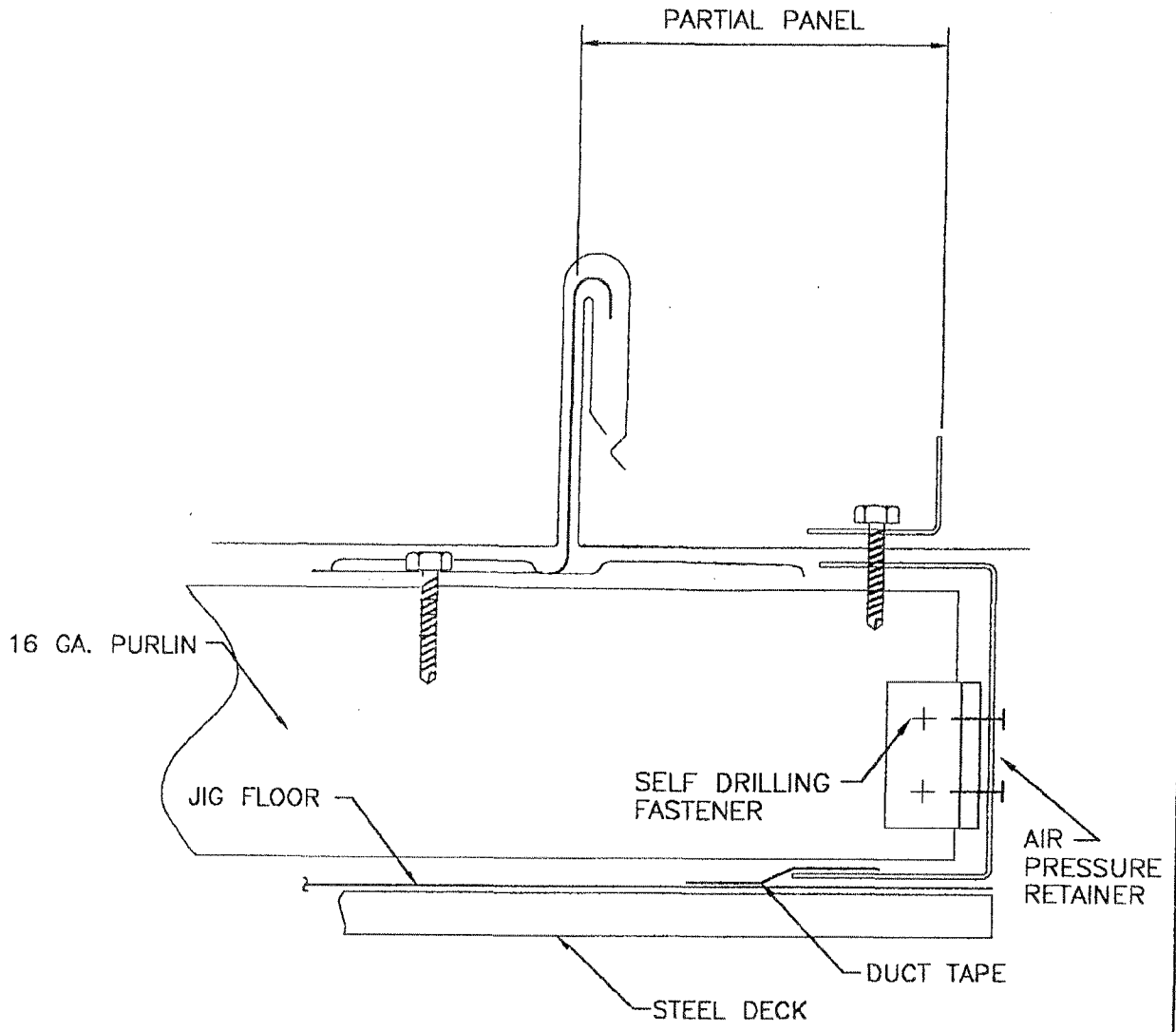
© ENCON 1997




1/4 DETAIL OF "CUT END" OF ROOF TEST

| ENCON CONSULTANTS, INC. | "STARTER RAKE END" | ASTM E1592-94 | |
|---|---|---|---|

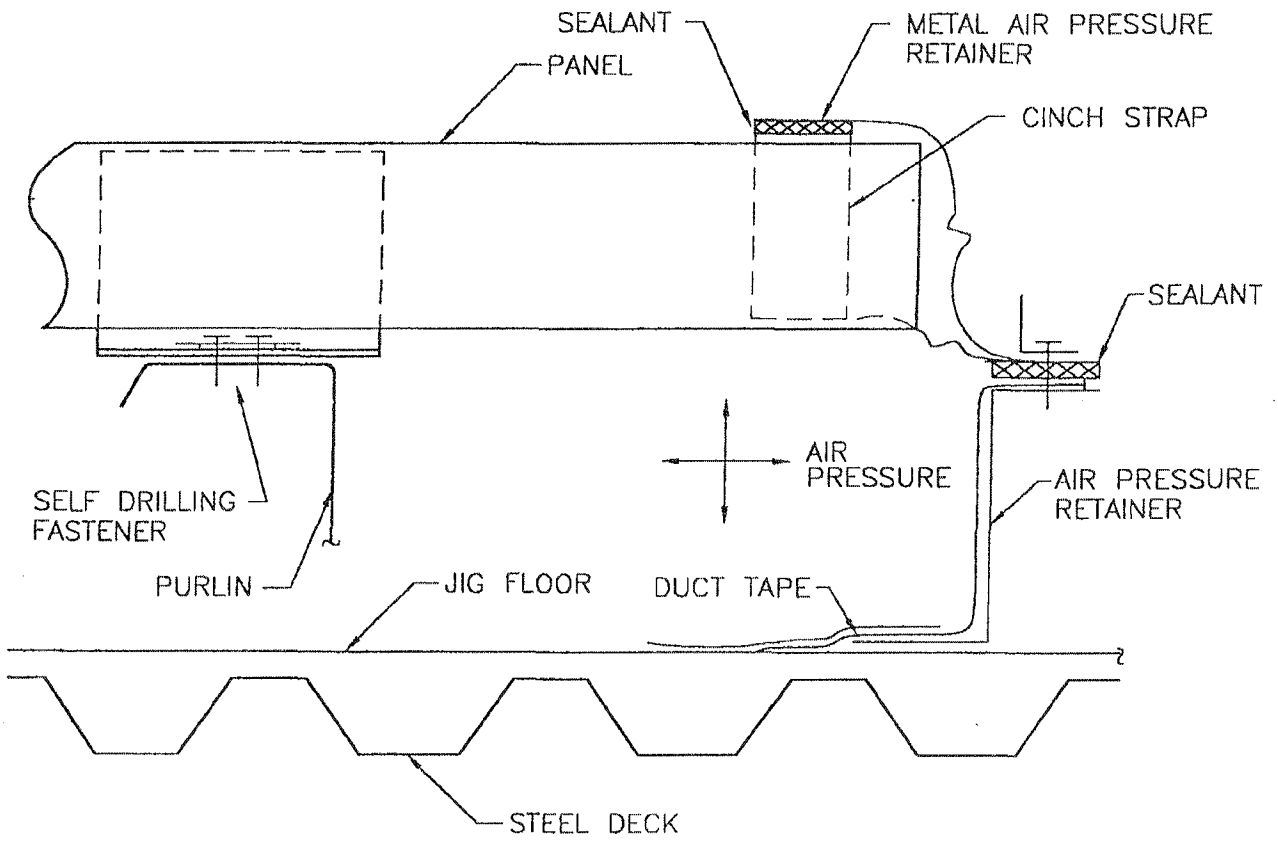
© ENCON 1997




1/5 DETAIL OF "STARTER RAKE END" OF TEST ROOF

| ENCON CONSULTANTS, INC. | DETAIL AT "UNRESTRAINED END" | ASTM E1592-94 | |
|---|---|---|---|

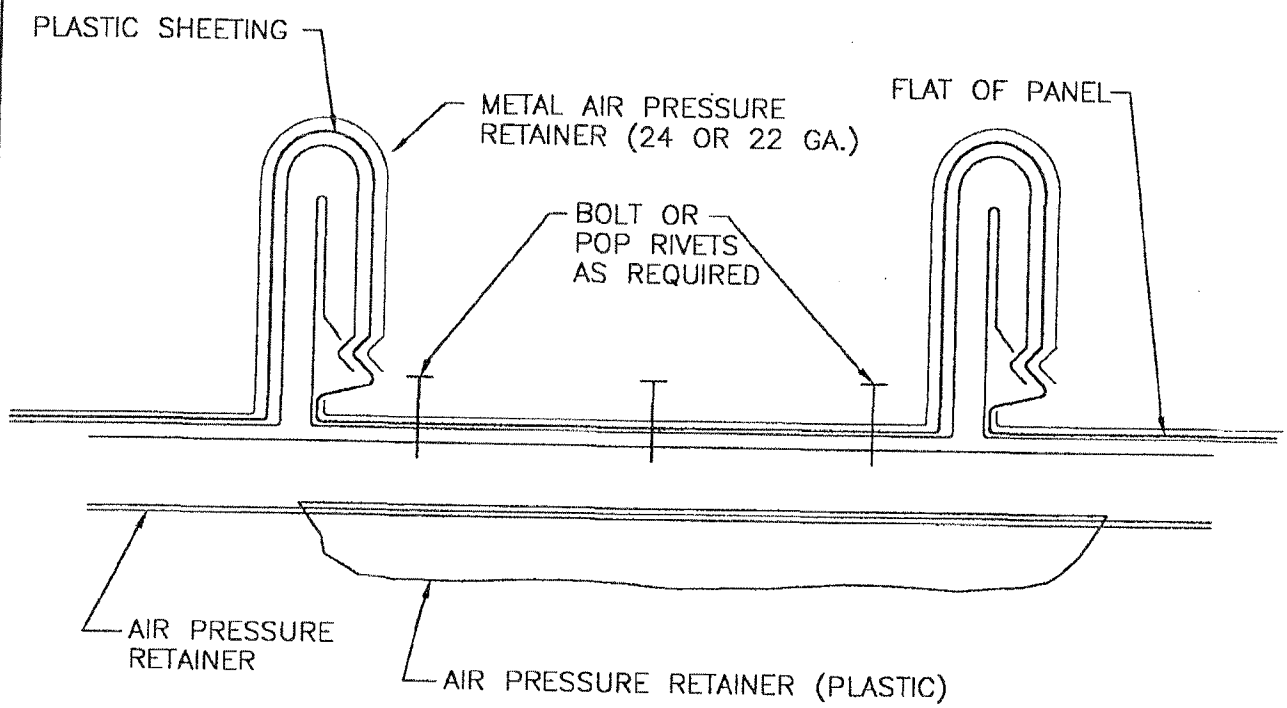
© ENCON 1997




1/6 DETAIL OF "CUT SIDE" OF ROOF TEST

| ENCON CONSULTANTS, INC. | DETAIL AT END W/O CROSSWISE RESTRAINT | ASTM E1592-94 | |
|---|---|---|---|

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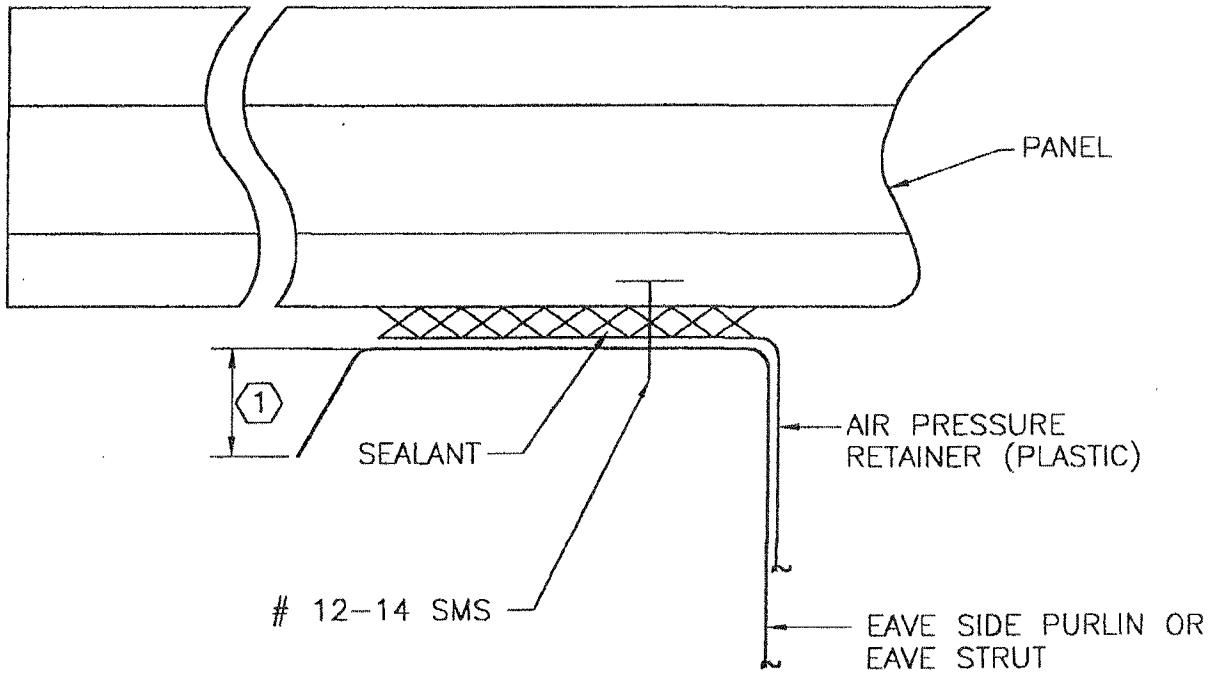



1/7 "END VIEW" OF ROOF
AIR PRESSURE RETAINER TERMINATION

NOTE: FASTENERS ONLY CONNECT THE PANEL FLAT TO THE PLASTIC AIR PRESSURE RETAINER AND RETAINER STRIP.

| ENCON CONSULTANTS, INC. | EAVE SIDE CONNECTION WITH CROSSWISE RESTRAINT | ASTM E1592-94 | |
|---|---|---|---|

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1/8 EAVE SIDE CONNECTION

(1) EAVE PURLIN LOCATED ABOVE PURLIN IN MAIN FEILD OF THE ROOF TO ACCOMIDATE HIGHER CLIPS AND FOAM SPACER.

Northbrook, Illinois • (847) 272-8800
Melville, New York • (516) 271-6200
Santa Clara, California • (408) 985-2400
Research Triangle Park,
North Carolina • (919) 549-1400
Camas, Washington • (360) 817-5500

Underwriters Laboratories Inc.®

ENGLERT INC
MR S SRINIVASAN
1200 AMBOY AVE
PERTH AMBOY NJ 08862

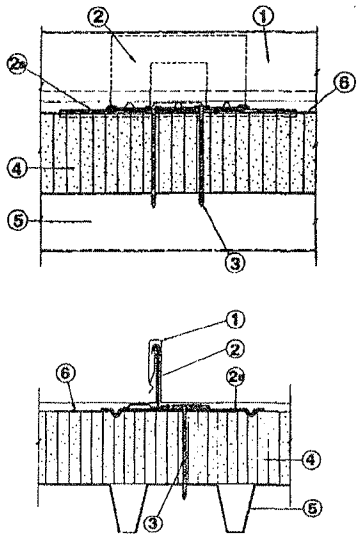
Your most recent listing is shown below. Please review this information and report any inaccuracies to the UL Engineering staff member who handled your project.

For information on placing an order for UL Listing Cards in a 3 x 5 inch format, please refer to the enclosed ordering information.

TGKX
**Roof Deck Constructions**

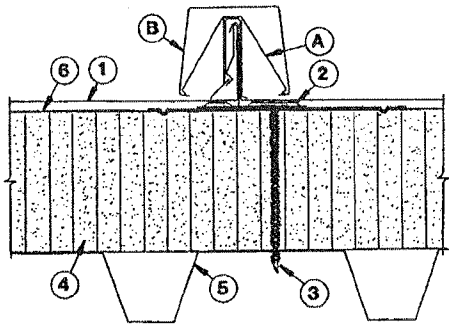
November 19, 1999

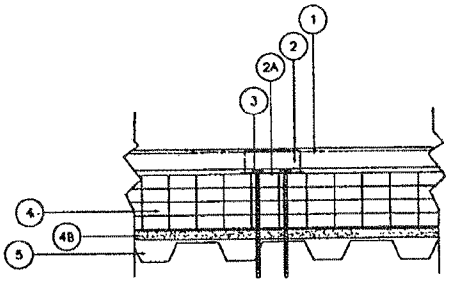
**Construction No. 303**
**Uplift — Class 90**
**Fire Not Investigated**

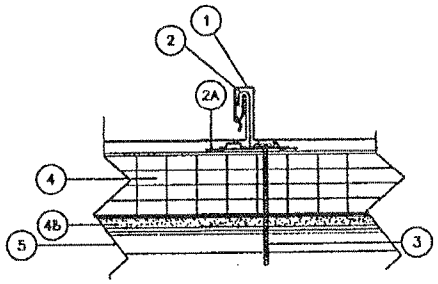





A not-for-profit organization
dedicated to public safety and
committed to quality service




1. **Metal Roof Deck Panels*** — No. 24 MSG min thickness coated steel. Panel width 18 in. max., 10 in. min. ribs height 1-3/4 in. at female side. Panels continuous over three or more clips with no end laps. A bead of sealant may be used at panel side joints.
   AEP-SPAN
   A UNITED DOMINION CO —"18 in. Snap-Seam"; "12 in. Snap-Seam"; "10 in. Snap-Seam"
   ARCHITECTURAL BUILDING COMPONENTS INC —"Permaseam Panel-12 or -18"
   ARS INDUSTRIES INC —"US 175LS"
   CARLISLE ENGINEERED METALS INC —"Architectural Panel with Versalok"
   CENTRIA —"SDP 175-12, -16, -18"
   CONSOLIDATED METALS OF FLORIDA, DIV OF
   ALUMINUM SERVICE INC —"CSL-675"
   CUSTOM PANEL INDUSTRIES LLC —"Design-Lok"
   ENGINEERED METAL SYSTEMS INC —"Structural Standing Seam"
   ENGLERT INC —"Series 2000"
   HAWAII METAL ROOFING INC —"Tropa-Lok"
   KOVACH INC —"K-Lok Structural Panel"
   MADDOX ROOFING & CONSTRUCTION INC —"SS675 SNAP-LOK"
   METAL BUILDING PRODUCTS INC —"Lock-Seam-10, -12 or -18"
   METAL-FAB INC —"MetFab Snap-On 675"
   METAL SALES MFG CORP —"Vertical Seam"
   NEW TECH MACHINERY CORP —"Snap Panel 675"
   PETERSEN ALUMINUM CORP —"Snap-Clad"
   ROYAL ALUMINUM INC —"Royal RL-16"
   STEELOX SYSTEMS INC —"LS"
   TOMEN BUILDING COMPONENTS INC —"SS-200-12", "SS-200-16", "SS-200-18"
2. **Roof Deck Fasteners* (Panel Clips)** — One piece assembly, No. 24 MSG min thickness, 3-1/2 in. wide, 1-15/16 in. high. Clip spacing to be 48 in. OC. Clips to interface with Item 2A (bearing plate).
   AEP-SPAN
   A UNITED DOMINION CO —"Snap-Seam Clip"
   ARCHITECTURAL BUILDING COMPONENTS INC —"Permaseam Clip"
   CARLISLE ENGINEERED METALS INC —"AP Panel Clip"
   CENTRIA —"C175"

CUSTOM PANEL INDUSTRIES LLC —"Design-Lok Clip"
KOVACH INC —"K-Lok Structural Clip"
METAL BUILDING PRODUCTS INC —"Lock-Seam Clips"
METAL SALES MFG CORP —"Vertical Seam Clip"
PETERSEN ALUMINUM CORP —"Snap-Clad Clip"
STEELOX SYSTEMS INC —"LS Clip"
TOMEN BUILDING COMPONENTS INC —"Series 200 Clips"
U S METALS CORP —"Snap Lock Clip-675"

2A. **Roof Deck Fasteners* (Bearing Plate)** — One piece assembly, No. 24 MSG min thickness steel, 4-1/2 in. wide, 6 in. long.
AEP-SPAN
A UNITED DOMINION CO —"Snap-Seam Plate" .

2B. **Bearing Plate-(Not Shown)** — To be used with "Lock-Seam Clips", "Permaseam Clip" or "K-Lok Structural Clips" only, (Item 2). Bearing plates to be 16 MSG min coated steel, 3-7/8 wide by 5 in long (50,000 psi min yield strength).

2C. **Bearing Plate*** — (Not Shown) — To be used with "Snap-Clad Clips" only (Item 2). To be 24 MSG thick coated steel, nom 4-5/8 in. wide by 6 in. long.
PETERSEN ALUMINUM CORP —"Snap-Clad Bearing Plate" .

2D. **Bearing Plate** — (Not Shown) — To be used with "Vertical Seam Clip" only (Item 2) — Flat plate, 4-1/2 in. wide, 6 in. long fabricated from No. 24 MSG coated steel. Two 1/4 in. diam guide holes located to accommodate panel clip screw fasteners. (33,000 psi min yield strength).

3. **Panel Fasteners — (Screws)** — Fasteners used to attach panel clips and bearing plates (Items 2 & 2A) through rigid insulation and optional OSB and/or gypsum board and into light gauge steel deck (Item No. 5) to be No. 14 truss head type with No. 3 Phillips drive, self-drilling steel screws. Two screws per clip to be used, inserted through 1/4 in. diam guide holes. Fasteners to penetrate liner panel 3/4 in. min.

4. **Foamed Plastic — (Rigid Insulation)** — Min thickness 1 in., max thickness 4-1/2 in. Density to be a min of 2 pcf.

4A. **Oriented Strand Board (OSB)** — (Optional) — (Not Shown) — Located over foamed plastic (Item 4). Max thickness 7/16 in. Note: Bearing plates not required when OSB is used.

4B. **Gypsum Board** — (Optional) — Max thickness 5/8 in. Located over liner panel (Item 5).

5. **Liner Panel** — Min thickness No. 22 MSG. Coated steel (33000 psi) min yield strength min depth 1-1/2 in., max pitch 6 in. fabricated to various profiles.

6. **Underlayment** — (Not shown) — One ply of 30 lb roofing felt or one layer of bituminous resin type water proofing membrane.

7. **Supports (Not Shown)** — Used to support liner panels, spaced per deck manufacturer's specifications for uplift.

The following items may be used in conjunction with the "AEP SPAN" Metal Roof Deck Panels (Item 1). When used, the panel system is identified as "SNAP-SEAM (SBS)" .

A. **Batten Clips*** — Slipped over ribs formed by roof deck panels. One piece assembly, 1-3/4 in. high, 1-3/4 in. max width, with four legs and two arms. Formed to engage ribs of AEP SPAN Panels and Batten Cap (Item B). Clips spaced 48 in. OC.
AEP-SPAN
A UNITED DOMINION CO —"SNAP-SEAM (SBS) Clip"

B. **Batten Cap*** — Slipped over batten clip. Two inches high 1-1/2 in. wide at top with sides formed to engage batten clip. Snapped over batten clips.
AEP-SPAN
A UNITED DOMINION CO —"SNAP-SEAM (SBS) Batten"

The following items may be used with the "Architectural Panel with Versalok" Metal Roof Deck Panels (Item 1).

A. **Batten Clips*** — Slipped over ribs formed by roof deck panels. One piece assembly formed to engage ribs of "Architectural Panel with Versalok" (Item 1) and Batten Cap (Item B). Spaced 48 in. OC.
CARLISLE ENGINEERED METALS INC —"AP Batten Clip" .

B. **Batten Cap*** — Slipped over batten clip (Item A) and formed to snap and engage batten clip.
CARLISLE ENGINEERED METALS INC —"TRB/AP Batten Cap".

The following items may be used in conjunction with the "K-Lok Structural Panel" (Item 1).

A. **Batten Clips*** — Slipped over ribs formed by roof deck panels. One piece assembly formed to engage ribs of "K-Lok Structural Panels (Item 1) and Batten Cap (Item B). Spaced 48 in. OC.
KOVACH INC —"K-Lok Structural Batten Clip" .

B. **Batten Cap*** — Slipped over batten clip (Item A) and formed to snap and engage batten clip.
KOVACH INC —"K-Lok Structural Batten".

The following items may be used in conjunction with the "Design-Lok" panel (Item 1).

A. **Batten Clips*** — Slipped over ribs formed by roof deck panels. One piece assembly formed to engage ribs of "Design-Lok" panels (Item 1) and "Design-Lok Batten Cap" (Item B) spaced 48 in. OC.
CUSTOM PANEL INDUSTRIES LLC —"Design-Lok Batten Clip" .

B. **Batten Cap*** — Slipped over batten clip (Item A), formed to snap over and engage batten clip.
CUSTOM PANEL INDUSTRIES LLC —"Design-Lok Batten Cap".

The following items may be used in conjunction with the "Structural Standing Seam" panel and a Classified Batten Clip as described in this construction.

A. **Snap-on-Batten** — Slipped over a Classified Batten Clip, formed to snap over and engage batten clip.

The following items may be used in conjunction with the "SDP 175-12, -16, -18" panels. (Item 1).

A. **Batten Clips*** — Slipped over ribs formed by roof deck panels. One piece assembly formed to engage ribs of "SDP 175-12, -16, -18" panels. (Item 1) and "SDP 175B" battens (Item B). Spaced 48 in. OC.
CENTRIA —"175B" .

B. **Batten Cap*** — Slipped over batten clip (Item A) and formed to snap and engage batten clip.
CENTRIA —"SDP 175B".

Refer to General information, Roof Deck Constructions (Roofing Materials and Systems Directory) for items not evaluated.

*Bearing the UL Classification Marking

CBUCK Engineering
Specialty Structural Engineering
CBUCK, Inc. Certificate of Authorization #8064

# Evaluation Report

## "Englert® Series 2000"
## Metal Roof Assembly

**Manufacturer:**

Englert, Inc.
**1200 Amboy Avenue**
**Perth Amboy, NJ 08862**
**(732) 826-8614**

*for*

**Florida Product Approval**

**# FL 11751.3 R7**

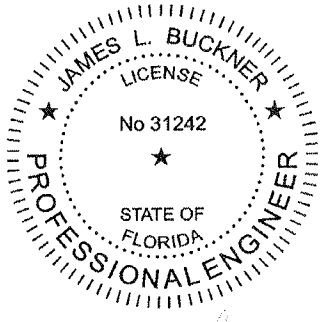
**Florida Building Code 7th Edition (2020)**

| | |
|---|---|
| **Method:** | **1 - D** |
| **Category:** | **Roofing** |
| **Sub - Category:** | **Metal Roofing** |

| | |
|---|---|
| **Product:** | "Series 2000" Roof Panel |
| **Material:** | Steel |
| **Panel Thickness:** | 24 gauge |
| **Panel Seam:** | Snap-Lock |
| **Support:** | Steel Deck |

This item has been electronically signed and sealed by James L. Buckner, P.E., on this date using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

**Prepared by:**
James L. Buckner, P.E., SECB
Florida Professional Engineer # 31242
Florida Evaluation ANE ID: 1916
Project Manager: Diana Galloway
Report No. 20-234-S2000-S4S-ER
*(Revises 17-135-S2000-S4S-ER, FL11751.3 R3-R5)*
Date: 9 / 10 / 20




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Contents:

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**Manufacturer:**

**Englert, Inc.**
1200 Amboy Avenue
Perth Amboy, NJ 08862
(732) 826-8614
http://www.englertinc.com/

**Product Name:** **"Series 2000"**

**Product Category:** Roofing

**Product Sub-Category** Metal Roofing

**Compliance Method:** State Product Approval Rule 61G20-3.005 (1) (d)

**Product/System Description:**
"Series 2000" Roof Panel
24 gauge steel Snap-Lock roof panel mechanically attached to Steel Deck with fixed panel clips & screws.

**Product Assembly as Evaluated:**
Refer to Page 4 of this report for product assembly components/materials & standards:

1. Roof Panel
2. Panel Clip
3. Fasteners
4. Underlayment
5. Insulation (Optional)

**Support:**

**Type:**
Steel Deck
(Design of support and its attachment to support framing is outside the scope of this evaluation.)

**Description:**
- Thickness: 22 gauge minimum
- Yield strength: 40 ksi minimum

**Slope:**
Minimum slope shall be: 3 : 12 or greater
In compliance with FBC Chapter 15 based on the type of roof covering, applicable code sections and in accordance with manufacturer's recommendations.

**Performance:**
Wind Uplift Resistance:
- Design Uplift Pressure: **METHOD 1: - 60 PSF**
  (Refer to "Table A" attachment details herein) **METHOD 2: - 144 PSF**

**Performance Standards:**

The product described herein has demonstrated compliance with:

- UL580-06 – *Test for Uplift Resistance of Roof Assemblies*
- UL 1897-12 – *Uplift test for roof covering systems*
- TAS 125-03 – *Standard Requirements for Metal Roofing Systems*

**Standards Equivalency:**

The UL 580-94 & UL 1897-98 standard version used to test the evaluated product assembly is equivalent with the prescribed standards in UL 580-06 & UL 1897-12 adopted by the Florida Building Code 7th Edition (2020).

**Code Compliance:**

The product(s) described herein have demonstrated compliance with the performance standards listed above as referenced in the current Florida Building Code.

**Evaluation Report Scope:**

This building envelope product is evaluated for compliance with the structural requirements of the Florida Building Code, per the scope sections of Florida Product Approval Rule 61G20-3.001.

**Limitations and Conditions of Use:**

- Scope of "Limitations and Conditions of Use" for this evaluation:
  This evaluation report for "Optional Statewide Approval" contains technical documentation, specifications and installation method(s) which include "Limitations and Conditions of Use" throughout the report in accordance with Rule 61G20-3.005. Per Rule 61G20-3.004, the Florida Building Commission is the authority to approve products under "Optional Statewide Approval".
- Option for application outside "Limitations and Conditions of Use"
  Rule 61G20-3.005(1)(e) allows engineering analysis for "project specific approval by the local authorities having jurisdiction in accordance with the alternate methods and materials authorized in the Code". Any modification of the product as evaluated in this report and approved by the Florida Building Commission is outside the scope of this evaluation and will be the responsibility of others.
- Design of support system is outside the scope of this report.
- Fire Classification is outside the scope of Rule 61G20-3, and is therefore not included in this evaluation.
- This evaluation report does not evaluate the use of this product for use in the High Velocity Hurricane Zone code section. (Dade & Broward Counties)

**Quality Assurance:**

The manufacturer has demonstrated compliance of roof panel products in accordance with the Florida Building Code and Rule 61G20-3.0005 (3) for manufacturing under a quality assurance program audited by an approved quality assurance entity through Keystone Certifications, Inc. (FBC Organization ID# QUA 1824).

**Components/Materials (by Manufacturer):**

| | |
|---|---|
| **Roof Panel:** | Englert Series 2000 |
| Material: | Steel |
| Thickness: | 24 gauge (min.) |
| Panel Widths: | 14" (max.) Or 18" (max.) Coverage |
| Rib Height: | 1-3/4" |
| Yield Strength: | 40 ksi min. |
| Corrosion Resistance: | Per FBC Section 1507.4.3 |
| **Roof Panel Clips:** | |
| Product Name: | Englert "Series 2000 Clip" |
| Englert Part #: | 05076B |
| Type: | One-piece, fixed clip |
| Material: | Galvanized Steel |
| Thickness: | 24 gauge |
| Yield Strength: | 40 ksi min. |
| Dimensions: | 1-3/4" (tall) x 3-1/2" (long) x 2-1/2" (wide) |
| Corrosion Resistance: | Per FBC Section 1506.7 |
| **Bearing Plate:** | |
| Material: | Galvanized Steel or Stainless Steel |
| Thickness: | 18 gauge |
| Yield Strength: | 40 ksi min. |
| **Fastener:** | |
| Type: | Truss-Head Self-Drilling Screw |
| Size : | #14 x 6" |
| Corrosion Resistance: | Per FBC Section 1506.6 and 1507.4.4 |
| Standard: | Per SAE J78-1979 |

**Components& Materials: (by Others)**

**Underlayment:**
Material and application shall be in compliance with FBC Section 1507.1.1 and in accordance with applicable code sections and manufacturer's recommendations.

**Insulation: (Optional)**

| | |
|---|---|
| Type: | Rigid Insulation Board |
| Thickness: | 3" (max.) |
| Properties: | |
| Density: | 2.25 pcf (lbs/ft$^3$) min. |
| Or Compressive Strength: | 20 psi min. |

Insulation Notes:

- Rigid Insulation shall meet minimum density OR compressive strength.
- Insulation shall comply with FBC Section 1508. When insulation is incorporated, fastener length shall conform to penetrate thru bottom of support a minimum of 3/4".

**Installation:**

**Installation Method:**
(Refer to **"TABLE A"** below and drawings at the end of this evaluation report.)

- Clip Spacing: **Refer to "TABLE A" Below**
  (along the length of the panel)
- Two (2) fasteners per Clip
- Rib Interlock: Snap-Lock
  (Panel ribs shall be fully engaged to form an integral snap-lock.)
- Minimum fastener penetration thru bottom of support, 3/4".
- For panel construction at the end of panels, refer to manufacturer's instructions and any site specific design.

**TABLE "A" ALLOWABLE LOADS**
**"Series 2000" (24 ga. Steel) Roof Panel attached to Steel Deck**

| | METHOD 1 | METHOD 2 |
|---|---|---|
| **Design Pressure:** | **- 60 PSF** | **- 144.25 PSF** |
| Panel Width: | 18" | 14" |
| Clip Spacing: | 18" | 8" |
| # of Fasteners per Clip: | 2 | 2 |

Notes:
- Allowable design pressure(s) for allowable stress design (ASD).

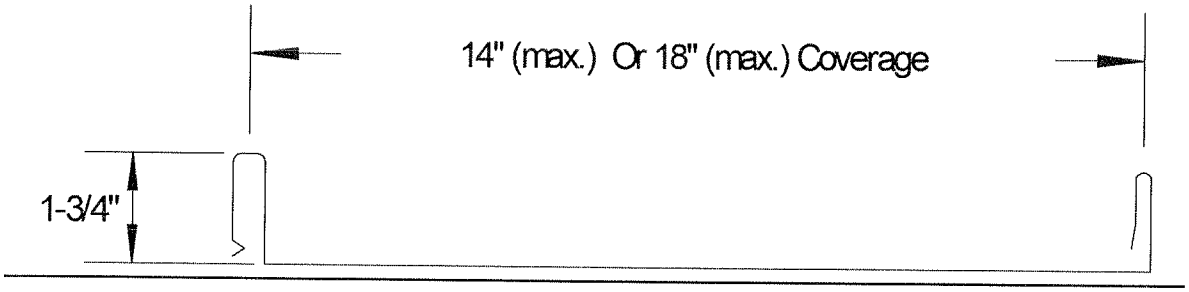
Install the "Series 2000" roof panel assembly in compliance with the installation method listed in this report and applicable code sections of FBC 7th Edition (2020). The installation method described herein is in accordance with the scope of this evaluation report. Refer to manufacturer's installation instructions as a supplemental guide for attachment.

**Referenced Data:**

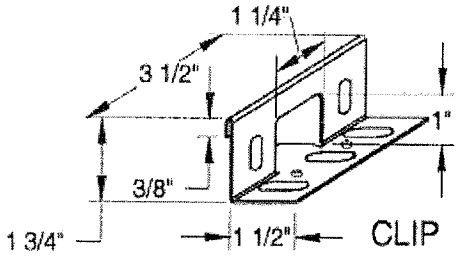
1. TAS 125 Uplift Test
   By Hurricane Test Laboratory, LLC (FBC Organization ID# TST 1527)
   Report No. 0155-0213-05 (14") Date: 6/20/06
2. TAS 125 & UL580 Uplift Test
   By Architectural Testing, Inc. (FBC Organization ID# TST 1558)
   Report No. 01-48082.01 Date: 1/19/04
3. UL580/1897 Uplift Test
   By UL, LLC (FBC Organization #: CER 9626)
   Report No. 91NK26936 Date: 10/1992, Const. #359, 359A
4. Quality Assurance
   Keystone Certifications, Inc. (FBC Organization ID# QUA 1824)
   Englert, Inc. Licensee #420
5. Engineering Analysis
   By James L. Buckner, P.E. @ CBUCK Engineering
6. Equivalency of Test Standard Certification
   By James L. Buckner, P.E. @ CBUCK Engineering
7. Certification of Independence
   By James L. Buckner, P.E. @ CBUCK Engineering

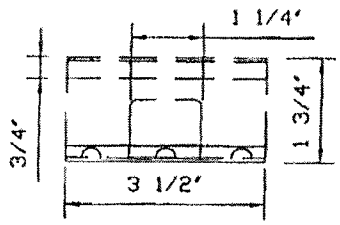
# Installation Method
## Englert, Inc.
## "Series 2000" (24 gauge Steel) Roof Panel attached to ~~Steel~~ 3/4" plywood Deck

**Drawings**




**Typical Panel Profile**

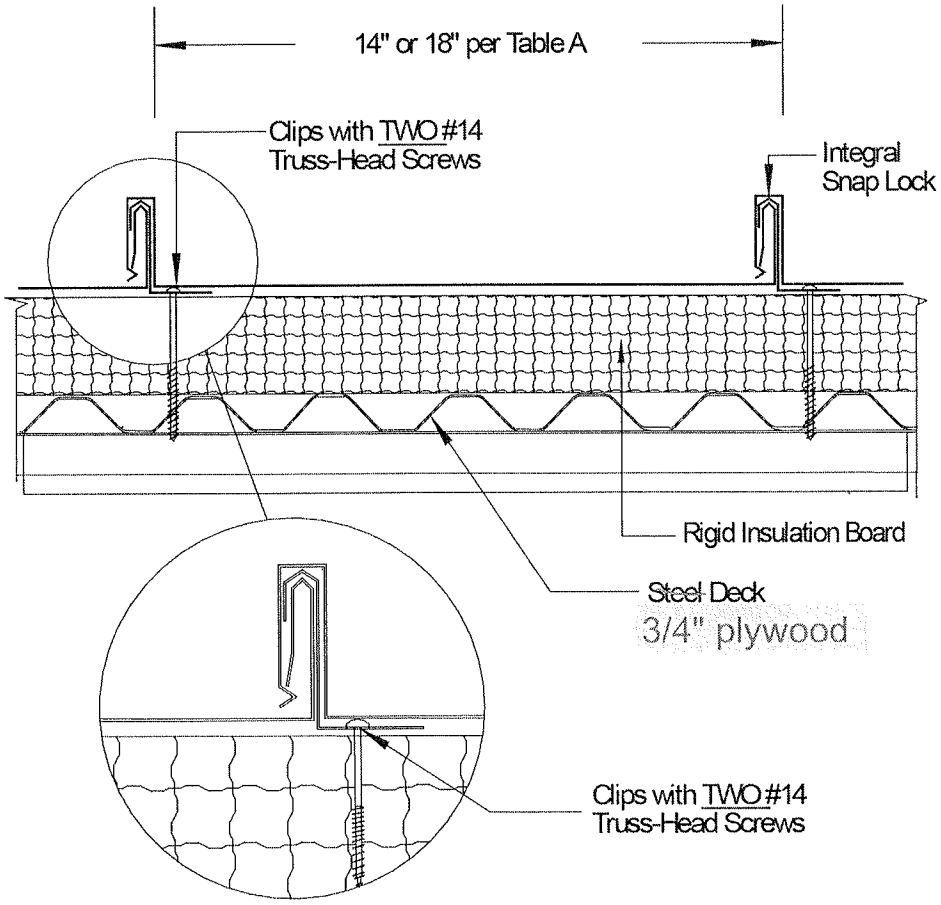



**Panel Clip Profile**
**Englert "Series 2000 Clip"**
**(Part # 05076B)**

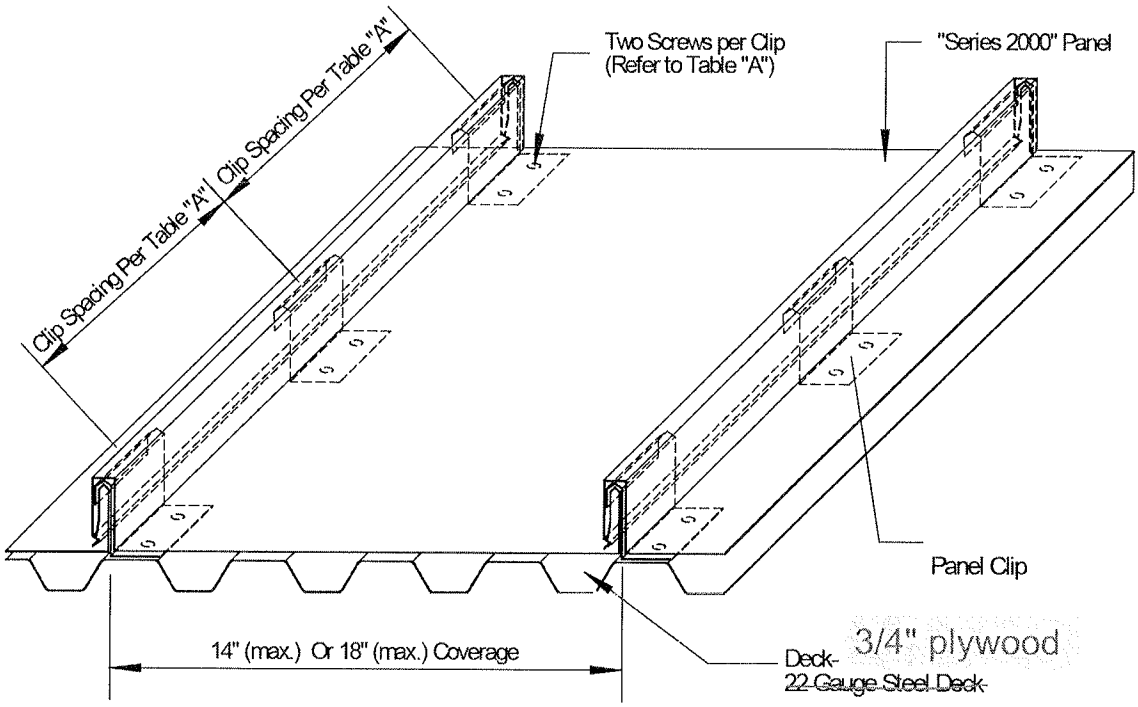
## Installation Method
## Englert, Inc.
## "Series 2000" (24 gauge Steel) Roof Panel attached to ~~Steel~~ Deck

3/4" plywood




**Typical Assembly Profile View**
**(Typical Fastening Pattern Across Width)**

# Installation Method
# Englert, Inc.
# "Series 2000" (24 gauge Steel) Roof Panel attached to Steel Deck




3/4" plywood

**Typical Roof Assembly**
**Isometric View**

**(Optional)** Rigid Insulation Board per Page 4 of this report

| TABLE "A" ALLOWABLE LOADS<br>"Series 2000" (24 ga. Steel) Roof Panel attached to Steel Deck | | |
|---|---|---|
| | **METHOD 1** | **METHOD 2** |
| **Design Pressure:** | **- 60 PSF** | **- 144.25 PSF** |
| Panel Width: | 18" | 14" |
| Clip Spacing: | 18" | 8" |
| # of Fasteners per Clip: | 2 | 2 |

PPG Industries, Inc.

# 2008 Certified Test Report

Duranar FC, Duranar FC ULTRA COOL , Duranar FC Sunstorm, Duranar FC Sunstorm ULTRA COOL

4/14/2009

**MANDREL BEND**

PPG Industrial Coatings certifies the test results given below for the Ultra Cool Duranar FC® and Duranar FC® coil coatings system when properly applied and baked per PPG Industrial Coatings specifications

**Product Tested**
Duranar FC®, Duranar FC® Ultra Cool,

**Procedure**
Panels were prepared and evaluated per ASTM D522. Samples were bent at 180° over a 3/8" and 1/8" mandrel.

**Results**
No visual cracking.

**Date**
July 12, 2008
reissued December 3, 2008

**Approval**

Mark Slawikowski
Group Leader PPG Industrial Coatings

## ACCELERATED WEATHERING – 2000HRS

PPG Industrial Coatings certifies the test results given below for the Ultra Cool Duranar FC® and Duranar FC® coil coatings system when properly applied and baked per PPG Industrial Coatings specifications.

**Product Tested**
Duranar FC®, Duranar FC® Ultra Cool,

**Procedure**
Panels were tested for 2000hrs per ASTM G154 using UVA-340 bulb, with 8hr UV followed by 4hr condensation exposure.

**Results**
2000hrs – Passes adhesion per ASTM D3359, 8 Chalk rating per ASTM D4214, and color change per ASTM D2244.

**Date**
July 12, 2008
reissued December 3, 2008

**Approval**

Mark Slawikowski
Group Leader

## ACCELERATED WEATHERING – 5000HRS

PPG Industrial Coatings certifies the test results given below for the Ultra Cool Duranar FC® and Duranar FC® coil coatings system when properly applied and baked per PPG Industrial Coatings specifications

**Product Tested**
Duranar FC®, Duranar FC® Ultra Cool,

**Procedure**
Panels were tested for 5000hrs per ASTM G151/154, ASTM D2244 and ASTM D822/D4587.

**Results**
5000hrs – Color change less than 2 NBS units. No chalking or loss of adhesion.

**Date**
July 12, 2008
reissued December 3, 2008

**Approval**

Mark Slawikowski
Group Leader

## SALT SPRAY EXPOSURE

PPG Industrial Coatings certifies the test results given below for the Ultra Cool Duranar FC® and Duranar FC® coil coatings system when properly applied and baked per PPG Industrial Coatings specifications

**Product Tested**
Duranar FC®, Duranar FC® Ultra Cool,

**Procedure**
Panels were subjected to 96°F, 5% salt spray solution per ASTM B117 for 1000hrs.

**Results**
1000hrs – Passes on scribe and field. No objectionable edge creep.

**Date**
July 12, 2008
reissued December 3, 2008

**Approval**

Mark Slawikowski
Group Leader PPG Industrial Coatings

## FALLING SAND ABRASION

PPG Industrial Coatings certifies the test results given below for the Ultra Cool Duranar FC® and Duranar FC® coil coatings system when properly applied and baked per PPG Industrial Coatings specifications

**Product Tested**
Duranar FC®, Duranar FC® Ultra Cool,

**Procedure**
Specially prepared silica sand and a Humboldt apparatus were used per ASTM D968. Sand was introduced in 2-liter increments until a spot 5/32" in diameter was worn through to base metal.

**Results**
The panel will meet a minimum of 65 liters of falling sand. A total of 1.0mil topcoat is needed to meet 100 liters.

**Date**
July 12, 2008
reissued December 3, 2008

**Approval**

Mark Slawikowski
Group Leader PPG Industrial Coatings

## HUMIDITY RESISTANCE

PPG Industrial Coatings certifies the test results given below for the Ultra Cool Duranar FC® and Duranar FC® coil coatings system when properly applied and baked per PPG Industrial Coatings specifications

**Product Tested**
Duranar FC®, Duranar FC® Ultra Cool,

**Procedure**
Panels were subjected to 100F humidifying heat for 1000hrs and 2000hrs per ASTM D2247.

**Results**
1000hrs – No scribe or field blistering
2000hrs – No scribe or field blistering

**Date**
July 12, 2008
reissued December 3, 2008

**Approval**

Mark Slawikowski
Group Leader PPG Industrial Coatings

## SPECULAR GLOSS

PPG Industrial Coatings certifies the test results given below for the Ultra Cool Duranar FC® and Duranar FC® coil coatings system when properly applied and baked per PPG Industrial Coatings specifications

**Product Tested**
Duranar FC®, Duranar FC® Ultra Cool,

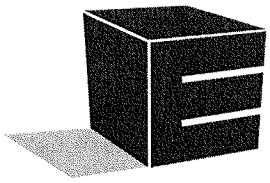
**Procedure**
Panels were read using Gardner or Hunter Lab D48 60' gloss meter.

**Results**
Panels read 4-6, 8-12, 25-35 gloss depending on desired range.

**Date**
July 12, 2008
reissued December 3, 2008

**Approval**

Mark Slawikowski
Group Leader PPG Industrial Coatings



# ENGLERT™

1200 AMBOY AVENUE
PERTH AMBOY, NJ 08861
TEL 732-826-8614
FAX 732-826-8865
www.englertinc.com

# CONSTRUCTION DETAILS HANDBOOK

*For*

*METAL ROOFING SYSTEMS*
*FASCIA, MANSARDS, & SOFFITS*
*WALL PANELS/SIDING*

# ENGLERT™ | INTRODUCTION

The details contained in the following pages are merely suggestions/guidelines as to how our products can be installed. While we believe all information presented is accurate, it is not intended to cover all instances, building requirements, designs or codes. The details may require adaptations, changes, or revisions for each project since conditions vary from one project to another and may be unique for each application.

The details shown are widely used methods of construction; however, it must be noted that weathertightness is the function of the installer. The installer can virtually assure weathertightness through the use of these details, good materials and workmanship, the use of the right type of sealant, and sealing and caulking all joints adequately.

It is the responsibility of the designer/roofing contractor/installer to ensure that the enclosed details are adapted to meet particular building requirements and to assure adequate weathertightness. Englert shall be held harmless from any and all claims arising from a lack of weathertightness as a result of using these suggested drawings. The designer/installer must be aware of and allow for expansion/contraction of roof panels when designing and/or installing panels and flashing.

In like manner, ensuring adequacy of anchoring framing materials to walls, structures, subgirts and cees/zees, shall be determined by the designer/installer and Englert shall be held harmless against all claims resulting from any inadequacy. The installer should familiarize himself with all erection instructions before starting work.

Before beginning erection of panels, the installer shall examine the substrate to ensure that all supporting members are straight, level, plumb and true in accordance with minimum tolerances. Report any variations and potential problems to the architect. Do not start work until unsatisfactory conditions have been corrected.

Special precautions must be taken when storing and handling bare and painted metal products. Please contact Englert for proper instructions and recommendations to prevent unnecessary and serious damage to material.

The roofing/fascia system shall be installed plumb, straight and true to adjacent work. Seams shall be equidistant from corners, hips, mullions, columns, etc., in accordance with design concept as shown on the drawings. Horizontal panel end laps are not acceptable. Metal Z closures shall be embedded in sealant. Roof clips, when required, shall allow for thermal movement and shall be installed at each panel joint. Longitudinal spacing of roof clips shall be as specified for design loads. No perforations shall be made in roofing/fascia by fasteners, except as shown on the drawings. To guide thermal expansion in one direction, the panel must be pinned to the substrate below, preferably at the top of the panel, behind the Z trim closures.

Installation procedures which are not indicated shall be in accordance with SMACNA and NRCA details. Flashing and trim shall be installed true and in proper alignment, with any exposed fasteners equally spaced for the best appearance.

Sealant for joints and flashing endlaps shall be non-drying, non-toxic, non-shrinking, and shall have a serviceable temperature of 50 to 212 degrees F. Sealant shall be field applied on dry, clean surfaces. To ensure weathertightness, the sealant shall be installed where indicated without skips or voids. Sealants shall be furnished by others.

The installer may utilize details provided and procedures recommended for installation of materials. Some field cutting and fitting of panels and flashing is expected of the installer and field corrections of materials is a part of normal erection work. Workmanship shall be the best industry standards and installation shall be preformed be experienced craftsmen. Oil canning in the flat areas of the pans is common to the industry and shall not be cause for product refusal, or rejection.

SMACNA (Sheet Metal and Air Conditioning Contractors National Association) architectural sheet metal manual specifications and NRCA (National Roofing Contractors Association) guidelines, shall govern for material ana workmanship not shown.

# UL-580 TEST PROCEDURE

Windload Testing of Light Gauge Roofing
Basis and Characteristics of Test

History has shown that wind-uplift is the single most destructive force in nature that compromises the long-term dependability of metal roofing products. It is due to the high risk of application that a need for standardized testing and evaluation of the products be undertaken. This, so that a standard of performance and durability can be specified with confidence by Architects and Engineers in the design of safe dependable structures.

There exists four (4) basic possibilities of loading as briefly described below:

1. A typical unshielded roof line will potentially receive the full impact of a wind resistance, allowing pressure to develop on that surface. (Positive loading.)

2. The sloped nature of a roof-line causes the development of up-lift zones across the roof at various points. This uplift, that is created, is similar to that found in an airplane wing situation - a condition that is undesirable in a roofing application. (Negative loading.)

3. Wind forces on the roof line periodically causing outside air pressure to drop (Negative loading), will be amplified by a constant inside air pressure (Positive loading). Thus a combination of positive and negative loading can be expected to work on the structures roof line simultaneously.

4. The general nature of a building, specifically poorly sealed sheeting, leaky doors and windows, open windows or large open areas, lend the structure to a fourth potentially destructive scenario - wind gust. Sudden wind gusts can, within a very short time span (even seconds), over pressure a structure from the interior, at the same time creating an up-lift zone on the exterior. Thus we experience dynamic loading of the structure.

   UL Laboratories has designed a test procedure referred to as the UL-580 testing method. The test simulates the four possibilities of loading as described above. The test has also been broken down into three (3) progressive classifications - for those products requiring a lesser degree of loading.

   UL-30 Class
   UL-60 Class
   UL-90 Class

   The test involves a 10' x 10' assembly of manufacturers roofing product installed over a specific purlin size, gauge, and spacing. The assembly is mounted in a specially designed chamber.

   Each phase of the "Progressive" test lasts for 80 minutes. The product receiving the last highest rating before failure.

   During the test, a UL Technician constantly observes the mock-up, looking for structural distress at side joints, connections, and broad flats. In order to pass a phase of the UL-580 test, there must be no joint displacement, clip distress, or buckling activity anywhere in the system.

   The result of a successful test is the listing of the last phase passed (specifically UL-30, 60, or 90) in the UL Building Materials Directory. This directory is a key reference for Architects, Designers, and Insurance Companies. Products listed in the UL Directory carry a connotation of quality, high performance, and low risk.

Each phase or classification run requires 80 minutes of time. This is a progressive type of test which means that to qualify for a phase (2), the specimen must successfully pass the previous phase of testing, etc.

The following chart outlines the times and pressures within a given UL classification phase:

| | | The Addition of These Pressures Yields The Total Pressure. | | |
|---|---|---|---|---|
| CLASS | TIME, MINUTES | NEG. PRESSURE PSF | POS. PRESSURE PSF | TOTAL PRESSURE PSF |
| 30 | 5 | 16.15 | 0 | 16.15 |
| | 5 | 16.15 | 13.85 | 30.00 |
| | 60** | 8.07-27.69 | 13.85 | 21.92-41.54 |
| | 5 | 24.23 | 0 | 24.23 |
| | 5 | 24.23 | 20.77 | 45.00 |
| 60 | 5 | 32.31 | 0 | 32.31 |
| | 5 | 32.31 | 27.69 | 60.00 |
| | 60** | 16.15-55.38 | 27.69 | 44.84-83.07 |
| | 5 | 40.38 | 0 | 75.00 |
| | 5 | 40.38 | 34.62 | 40.38 |
| 90 | 5 | 48.46 | 0 | 48.46 |
| | 5 | 48.46 | 41.54 | 90.00 |
| | 60** | 24.23-48.46 | 41.54 | 65.77-90.02 |
| | 5 | 56.54 | 0 | 56.54 |
| | 5 | 56.54 | 48.46 | 105.00 |

** The 60 minute portion of the test is the dynamic cycling where the negative component of the total pressure is varied quickly from a minimum to a maximum with the positive component held constant.

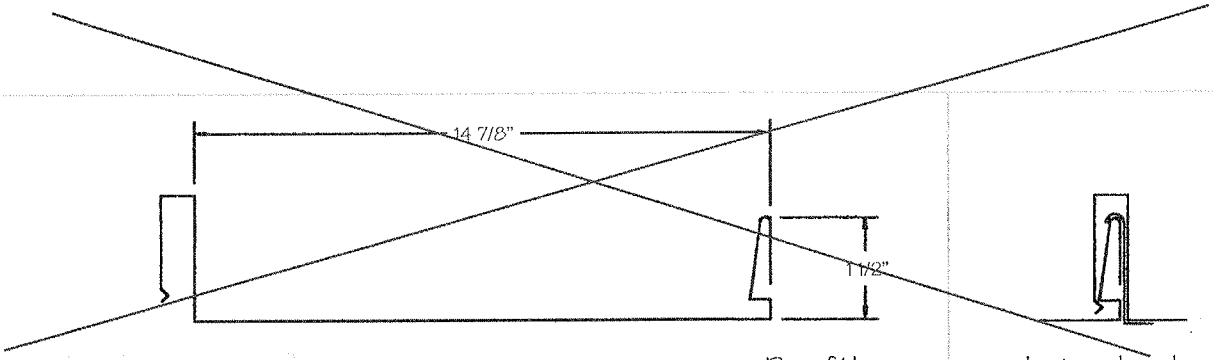
| | | V | Pv | .60 Pv | .70 Pv |
|---|---|---|---|---|---|
| CLASS | GROSS UPLIFT, PSF | WIND VELOCITY, MPH | VELOCITY PRESSURE, PSF | POSITIVE PRESSURE, PSF | NEGATIVE PRESSURE, PSF |
| 30 | 30 | 95 | 23.08 | 13.85 | 16.15 |
| | 45 | 116 | 34.61 | 20.77 | 24.23 |
| 60 | 60 | 134 | 46.15 | 27.69 | 32.31 |
| | 75 | 150 | 57.69 | 34.62 | 40.38 |
| 90 | 90 | 164 | 69.23 | 41.54 | 48.46 |
| | 105 | 178 | 80.77 | 48.46 | 56.54 |

ENGLERT™ | CONSTRUCTION DETAILS HANDBOOK

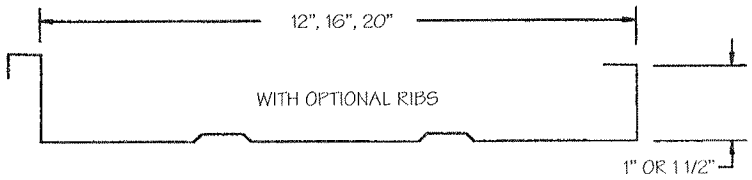
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# ENGLERT™ | PRODUCT PROFILE | CD-002



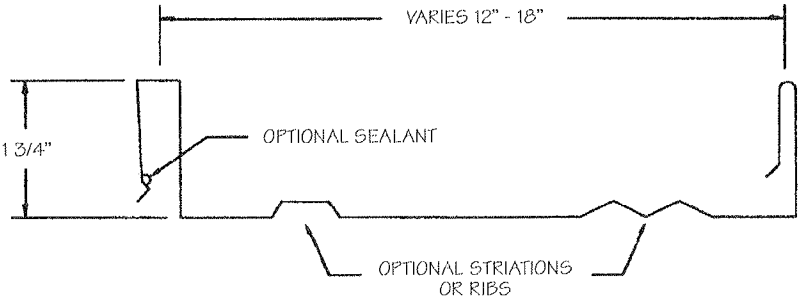

SERIES 1200 Profile Interlock

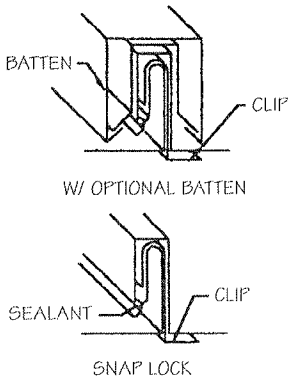






SERIES 1300 Profile Interlock




SERIES 2000 & SERIES 2000B (W/ BATTEN CAP) Profile Interlock

# ENGLERT STANDARD DETAILS

for

# METAL ROOF PANEL, SOFFIT, AND WALL PANEL PRODUCTS

OCTOBER 2012

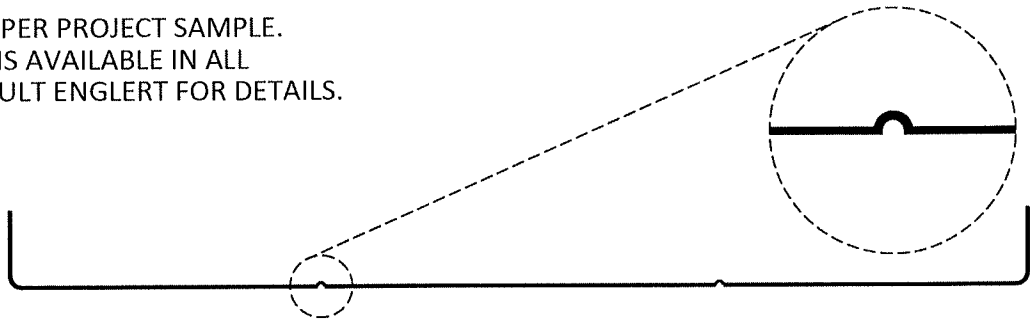
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Katherine P.S. Walker
Daniel C Smith, P.E. Consulting Engineers
919-844-6050 x 4

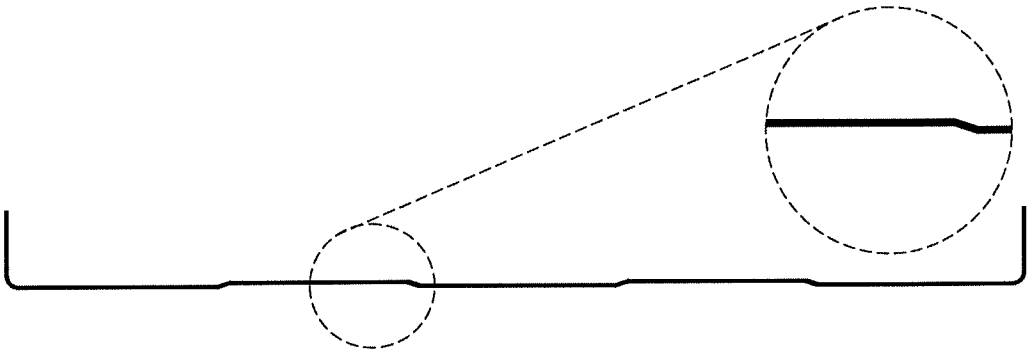
NOTES:

- PANEL OPTIONS PER PROJECT SAMPLE.
- NOT ALL OPTIONS AVAILABLE IN ALL REGIONS. CONSULT ENGLERT FOR DETAILS.

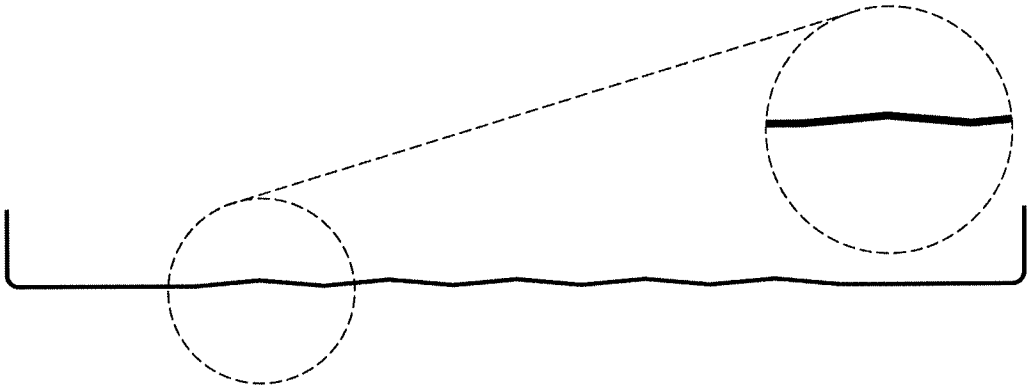
PENCIL RIB



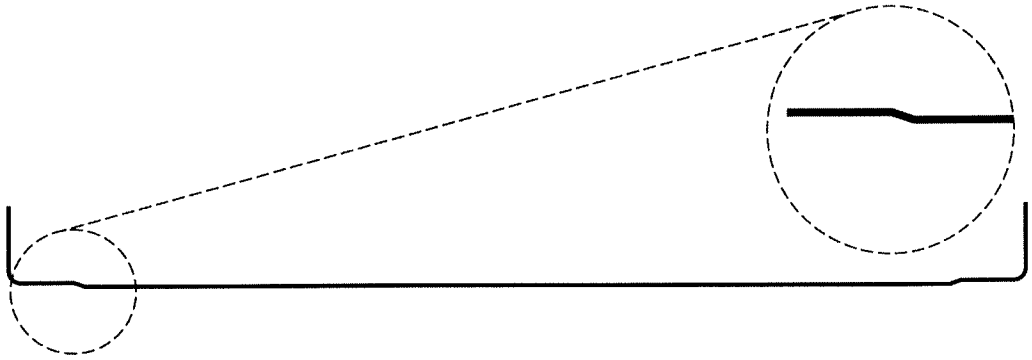
STIFFENER RIB



STRIATION



CLIP OFFSET



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# ROOF PANEL PROFILE

## STIFFENING RIB OPTIONS

DETAIL SUBJECT TO CHANGE WITHOUT NOTICE.

Detail #

R01

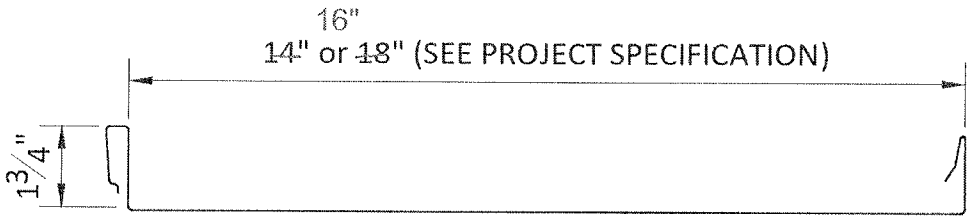
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# ENGLERT S2000 ROOF PANEL

PANEL MATERIAL SHALL BE:
22 GA or 24 GA or 26 GA GALVALUME
or .040" or .032" ALUMINIUM

INTEGRAL SNAP SEAMS SHALL BE 1¾" HIGH
AT ~~14~~" or ~~18~~" WIDE
16"
NOT ALL PANEL SIZES AVAILABLE IN ALL REGIONS.
CONSULT ENGLERT FOR DETAILS.

COLOR PER PROJECT SAMPLE.




NOTE: PANEL OPTIONS PER PROJECT
SAMPLE. SEE DETAIL# R01.

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ROOF PANEL PROFILE

SERIES S2000

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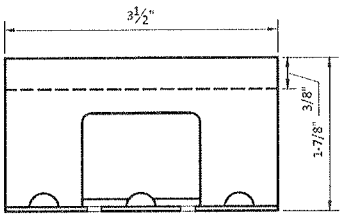
Detail #
R01.20

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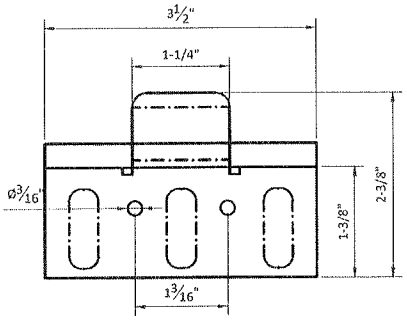
USE WITH: ENGLERT S2000 PANEL

PRODUCT# 05076B (18 ga Galv)
UL RATED

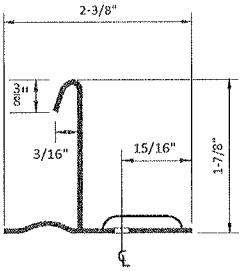
SCALE: N.T.S.



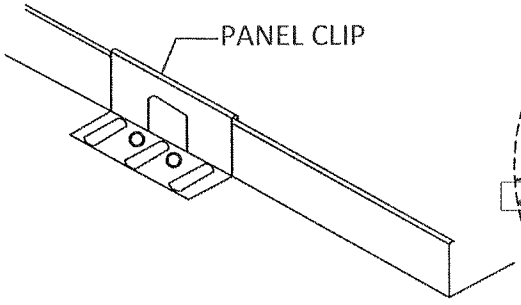

FRONT ELEVATION



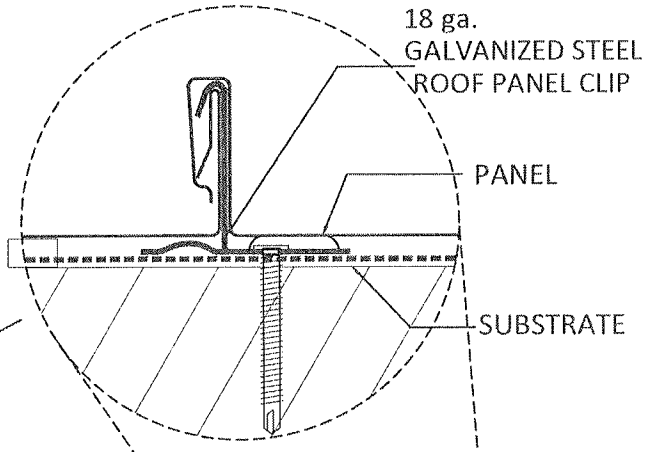

TOP VIEW

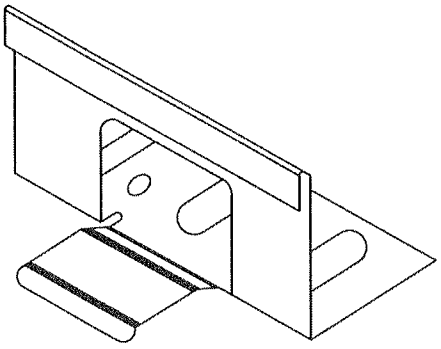



SIDE VIEW

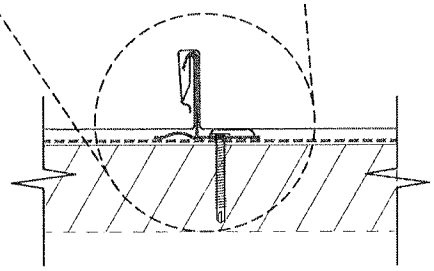



PANEL ENGAGEMENT CUTAWAY



CLIP ISOMETRIC



PANEL ENGAGEMENT SIDEVIEW

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# ROOF CLIP

## SERIES S2000 - UL RATED CLIP

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Detail #
R02.20.2

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UNDERLAYMENT SYSTEM SHALL INCLUDE:

* TYPICAL - ENGLERT HIGH TEMPERATURE (H/T) PEEL & STICK ROOFING UNDERLAYMENT

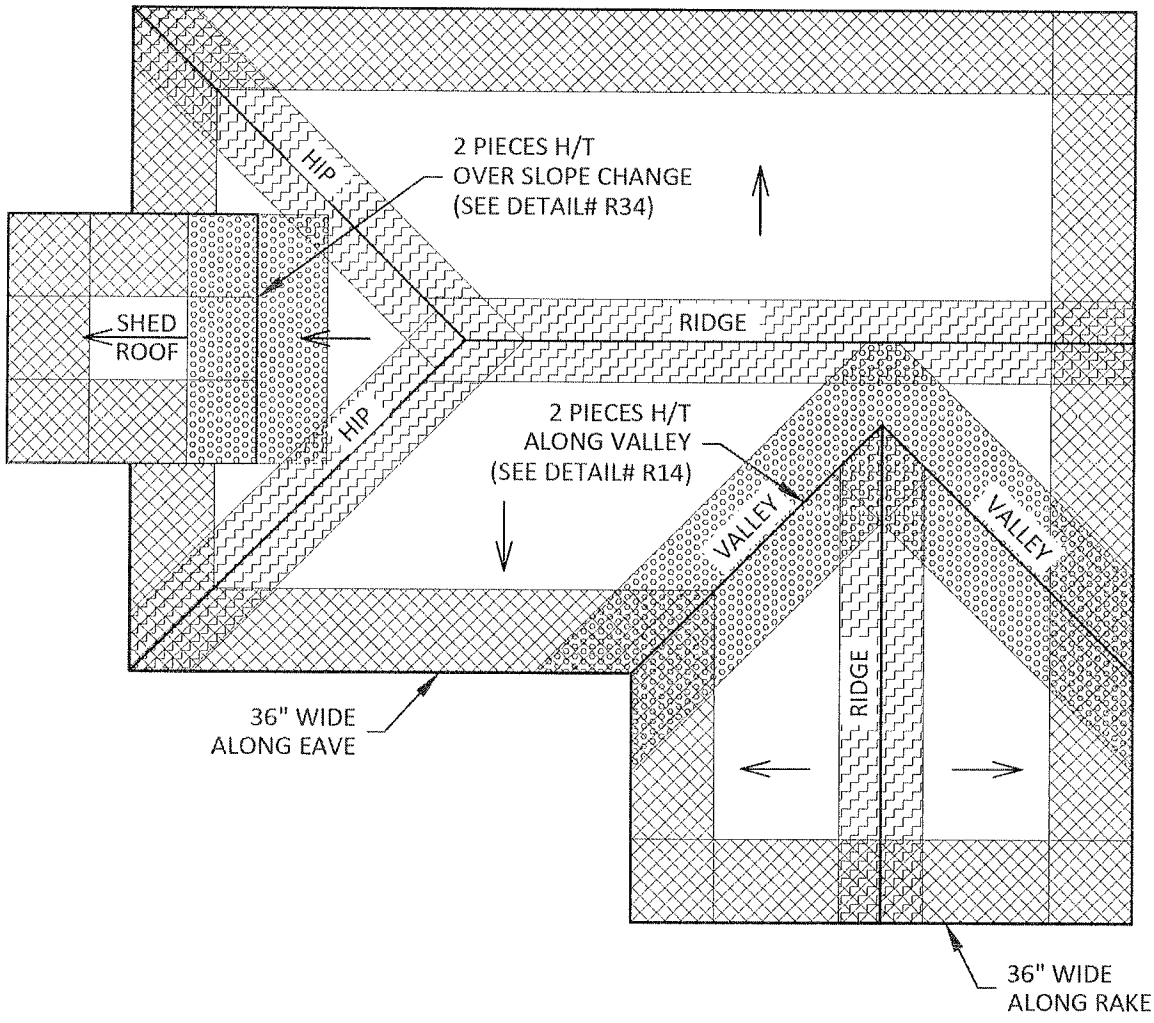
* ON METAL DECKING - SELF-ADHESIVE UNDERLAYMENT DESIGNED FOR APPLICATION DIRECTLY ONTO METAL DECKS (e.g., SOPREMA® SOPRAVAP'R VAPOR BARRIER)

APPLIED EITHER:

* OVER ENTIRE ROOF, or

* INSTALLED ALONG PERIMETERS (AS SHOWN) w/ ENGLERT SYNTHETIC UNDERLAYMENT ON TOP OVER ENTIRE ROOF

| | | |
|---|---|---|
| | RIDGE or HIP | 36" (18" EACH SIDE) |
| | EAVE or RAKE | 36" |
| | VALLEY or SLOPE CHANGE | 60" (30" EACH SIDE) |




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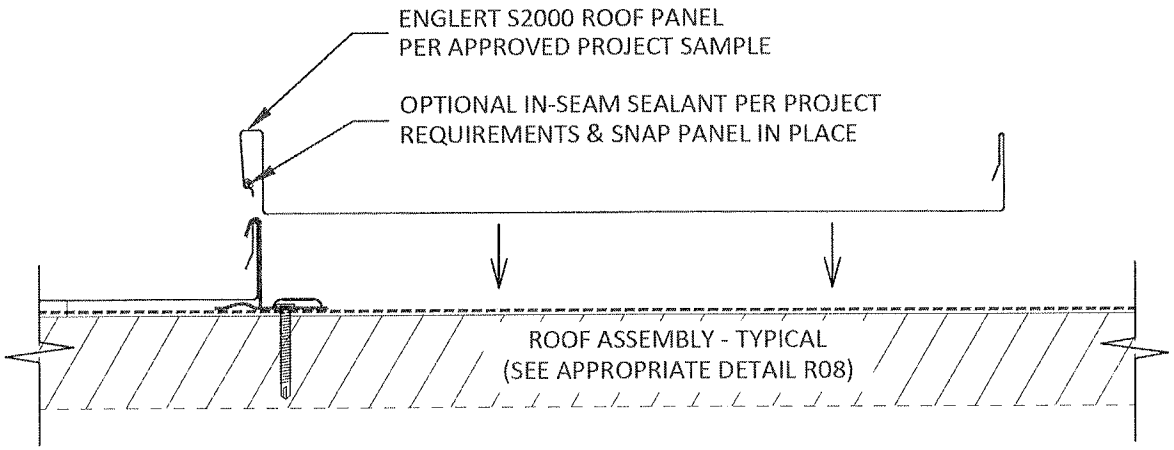
# FASTENERS & ACCESSORIES

## H/T UNDERLAYMENT SYSTEM

DETAIL SUBJECT TO CHANGE WITHOUT NOTICE.

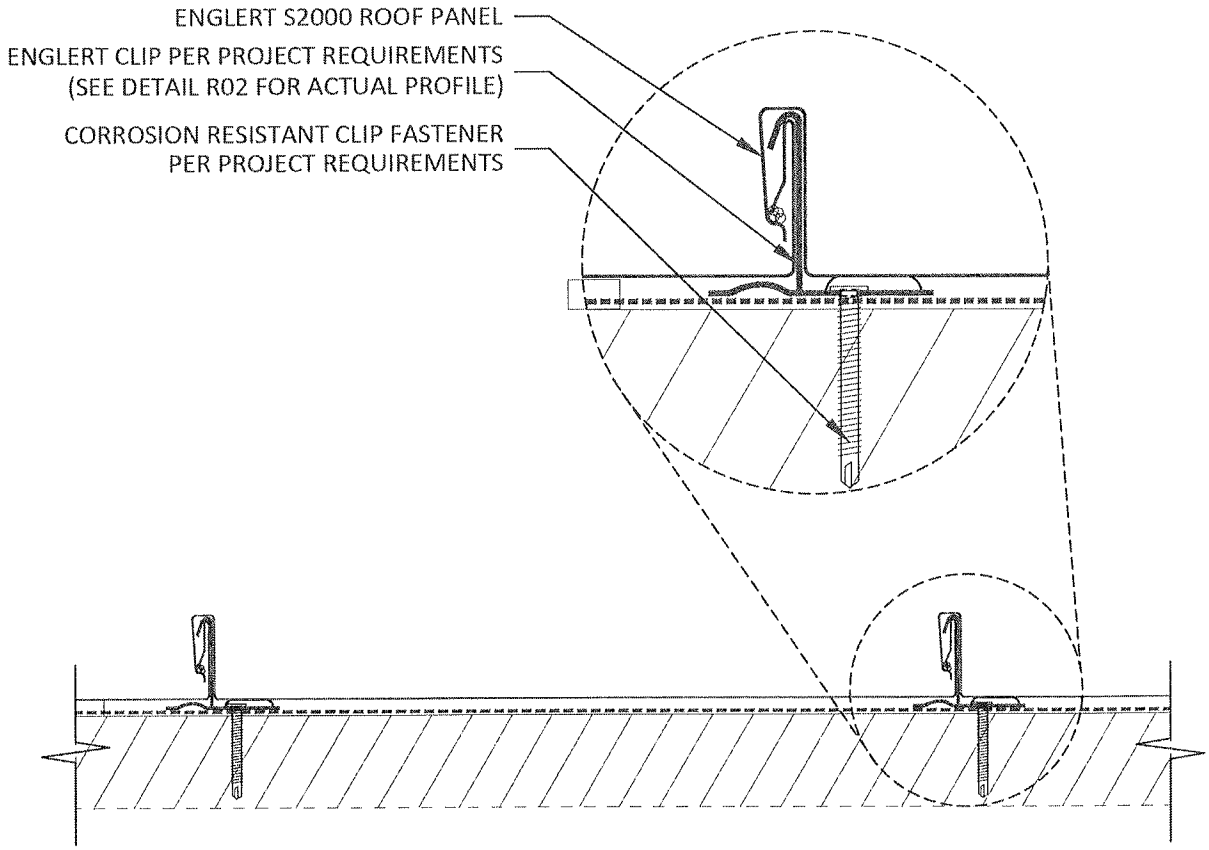
Detail #
R03.3

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## INSTALLING PRODUCTS

FOR USE ON SOLID SUBSTRATES SUCH AS:
SOLID DECK, HARD SURFACE, or OPEN FRAMING




## COMPLETED SEAMS

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# ROOF PANEL SEAM

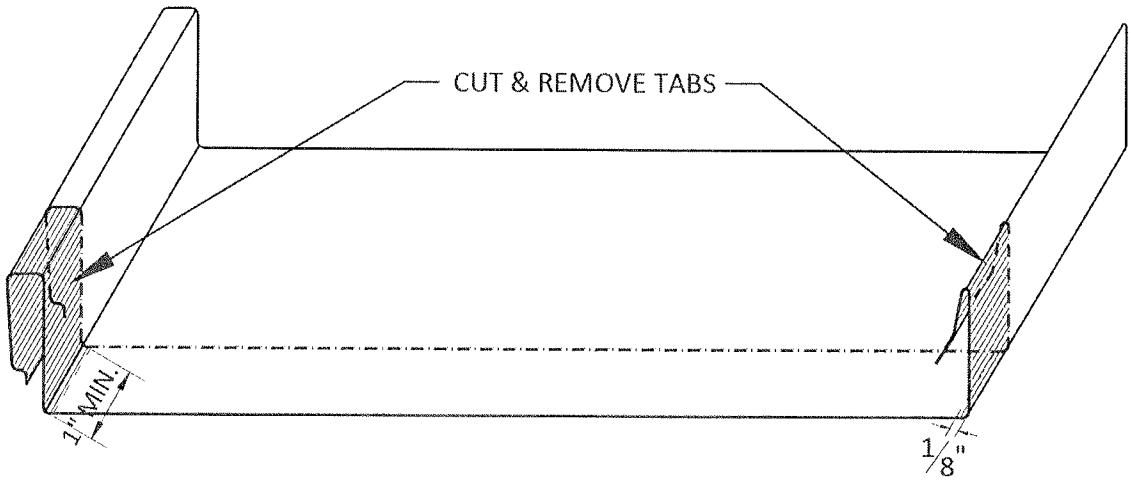
## SERIES S2000 - SNAPLOCK SEAM

DETAIL SUBJECT TO CHANGE WITHOUT NOTICE.

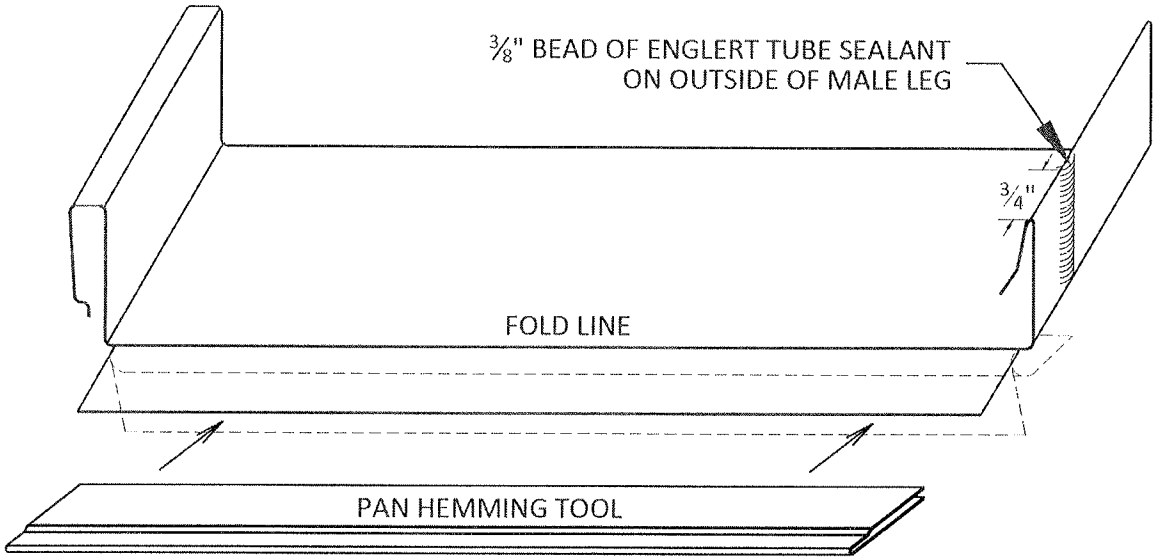
Detail #
R04.20

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NOTE: LENGTH OF TAB VARIES
BASED ON PANEL LENGTH.
SEE ENGLERT EXPANSION CHART.




## PHASE 1: CORNER CUTS




## PHASE 2: FOLD BACK FLANGES

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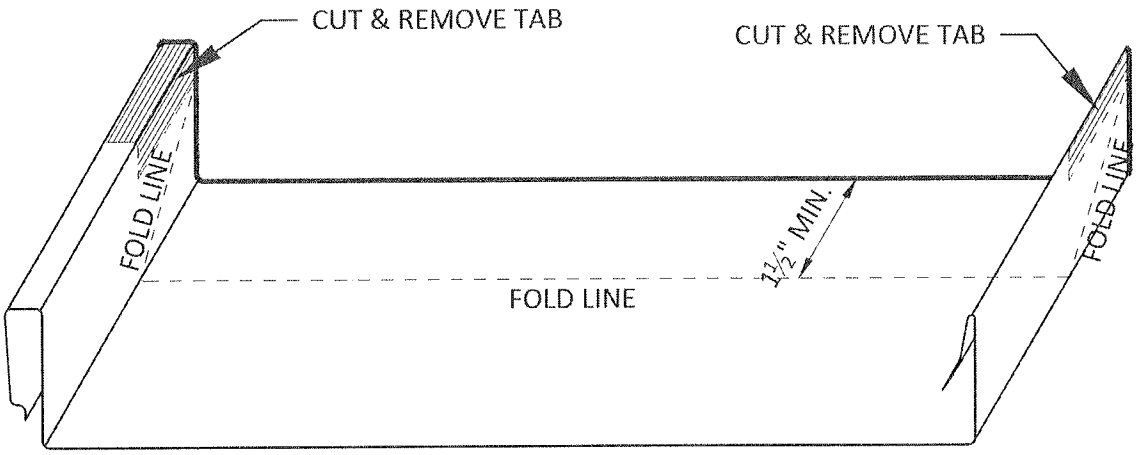
# ROOF EAVE HEM

SERIES S2000

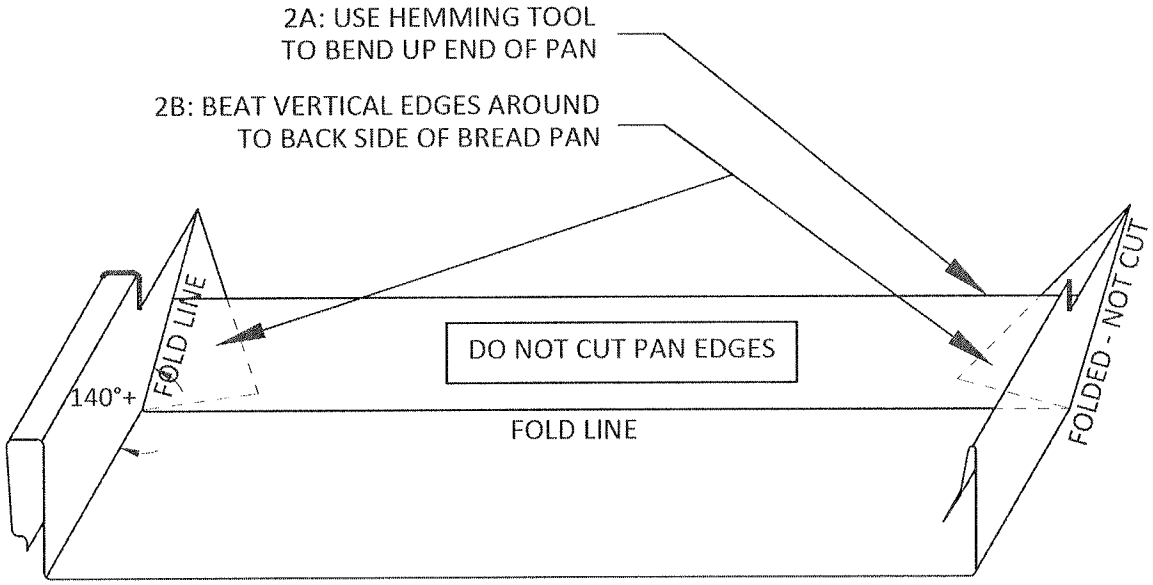
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## PHASE 1: PREPARE FOLD




## PHASE 2: FOLD PANEL END & TUCK EXCESS TO BACK

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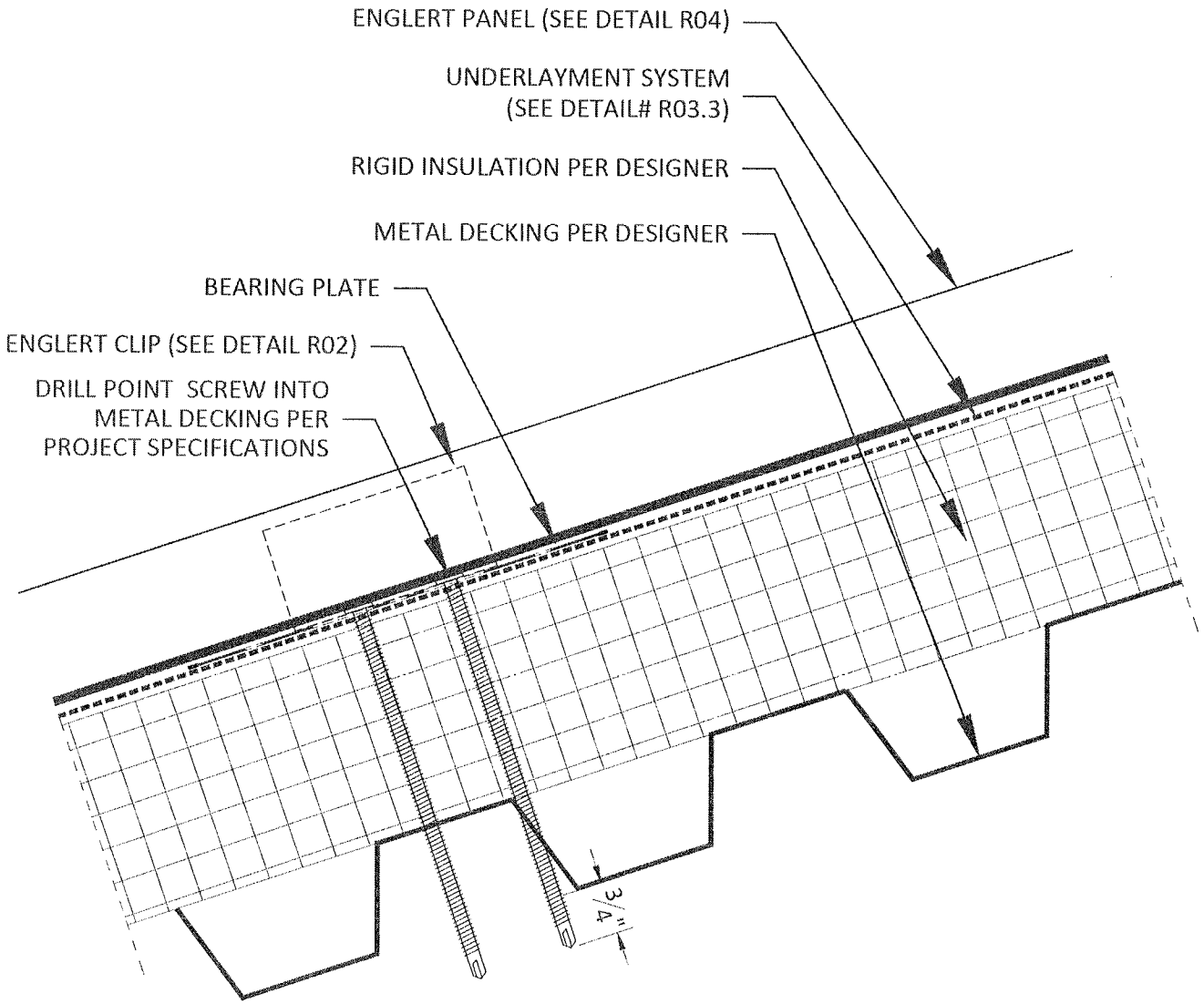
# ROOF BREAD PAN FOLD @ RIDGE

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# ROOF ASSEMBLY

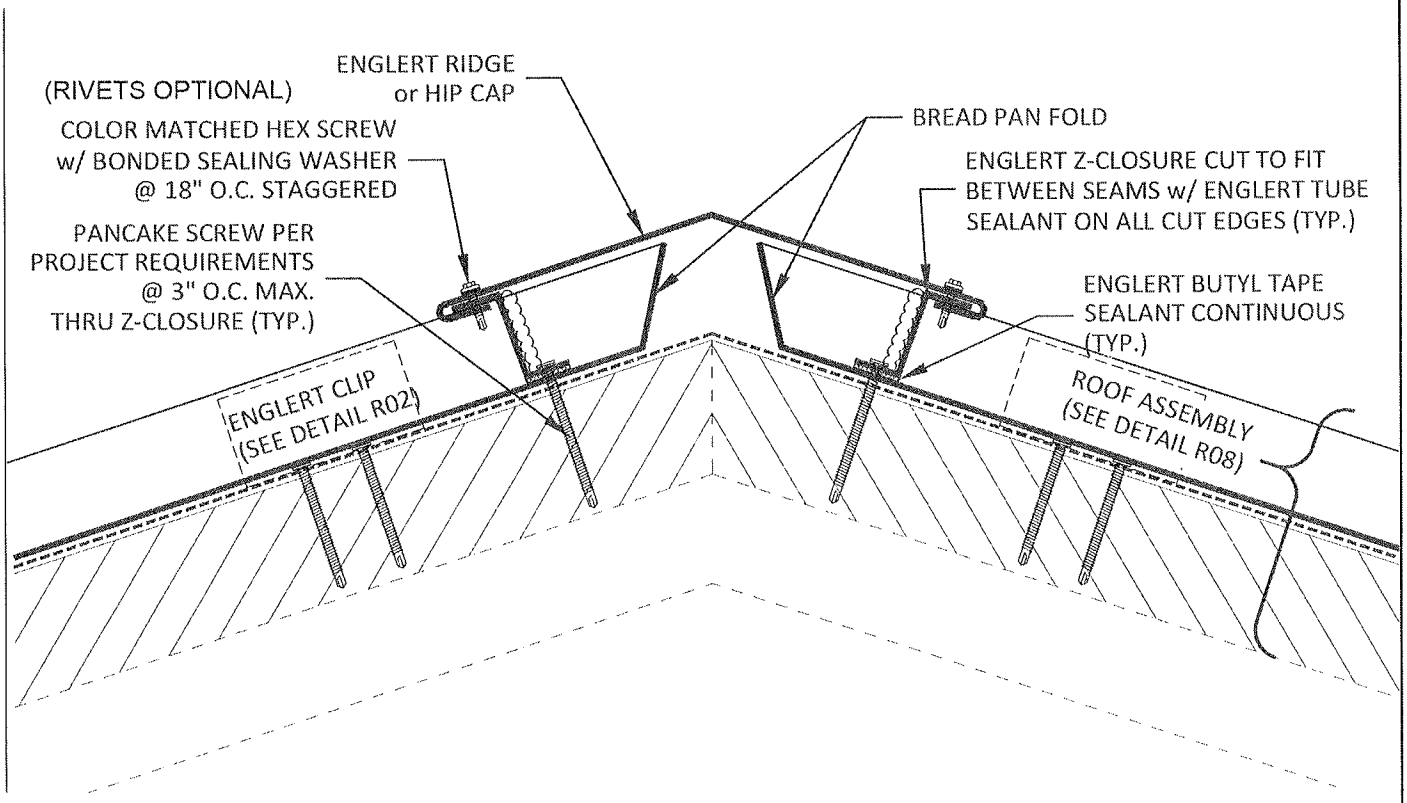
## METAL DECKING w/ PLATES + INSULATION

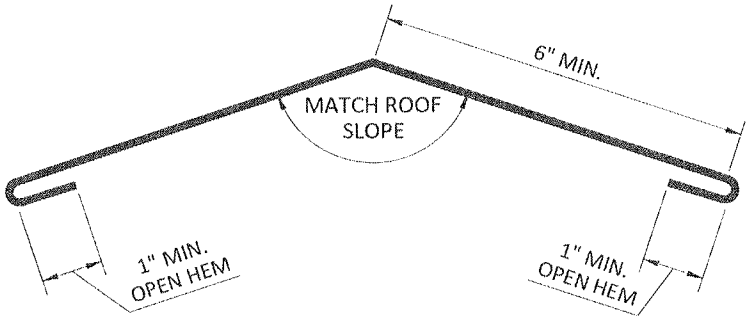
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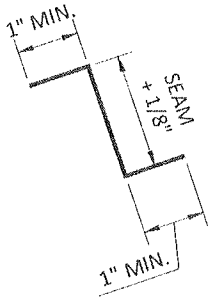
Detail #

R08.2.4

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# ROOF RIDGE / HIP

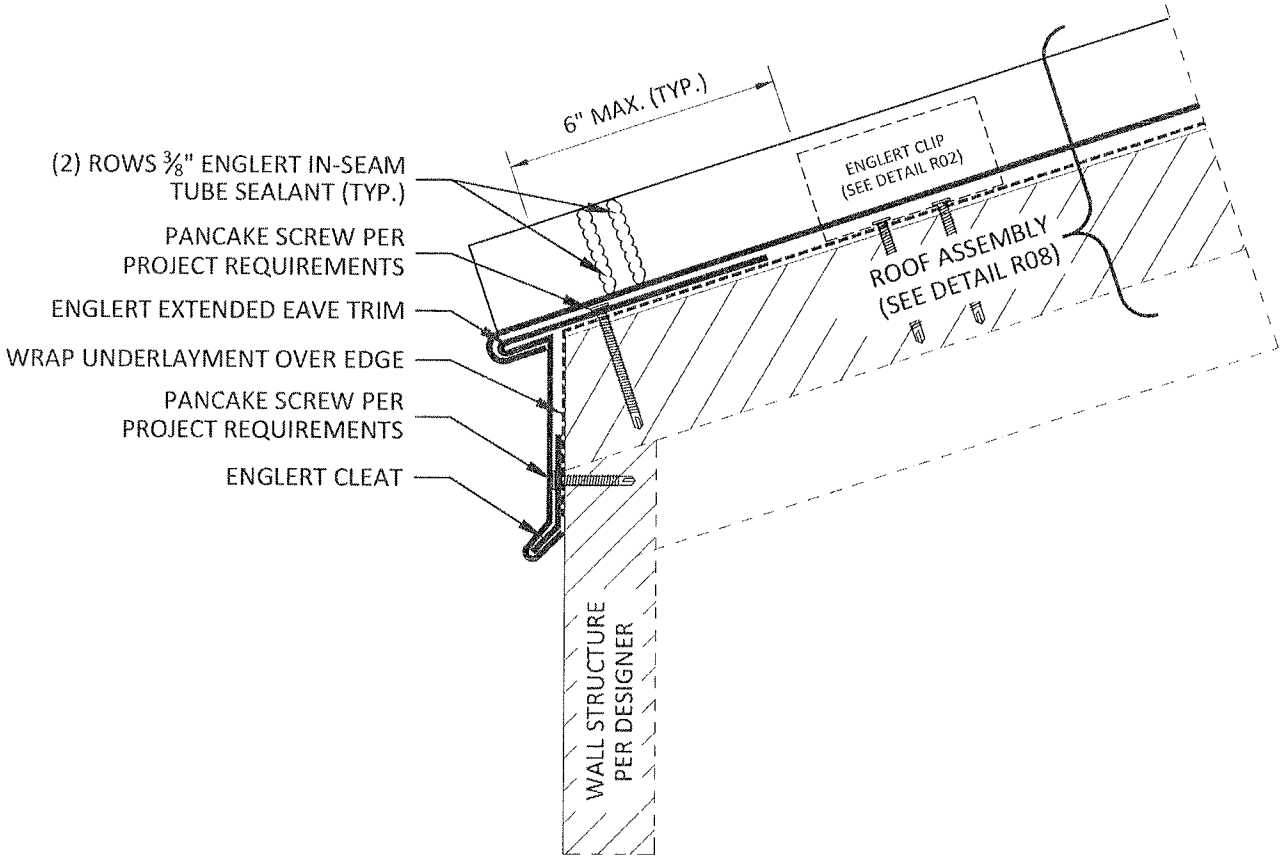
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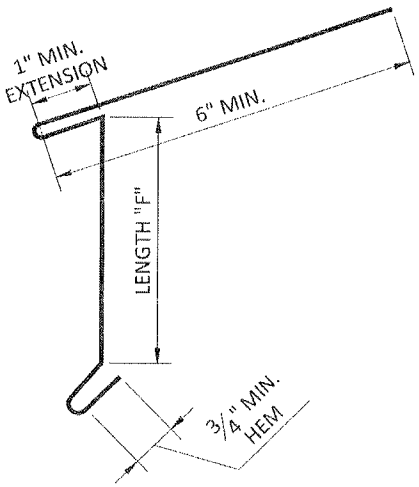
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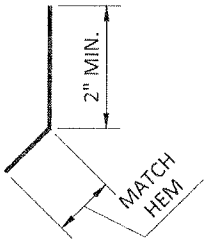
Detail #

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CLEAT REQUIRED
WHEN LENGTH "F"
IS GREATER THAN 4"

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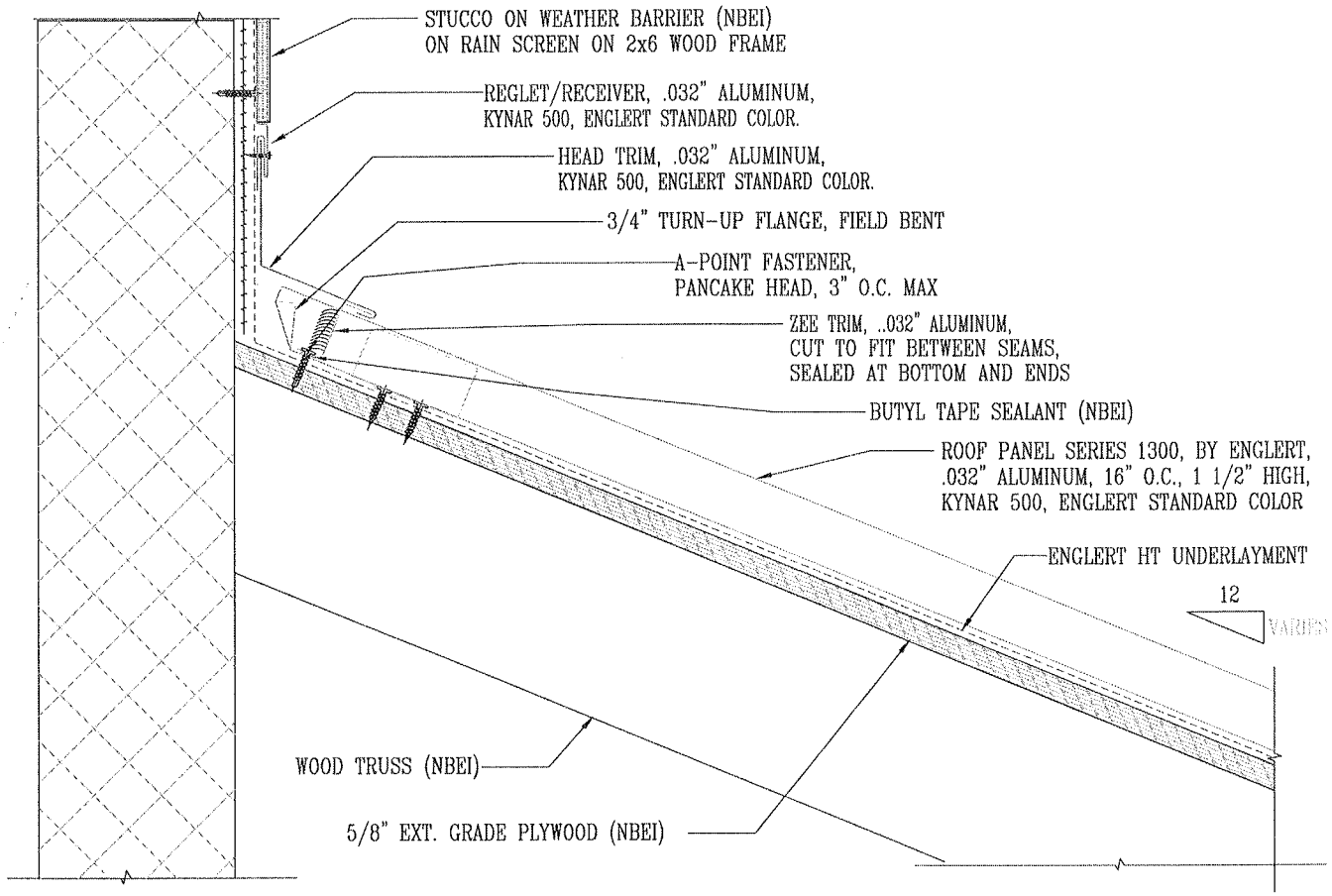
# ROOF EAVE

## NO GUTTER

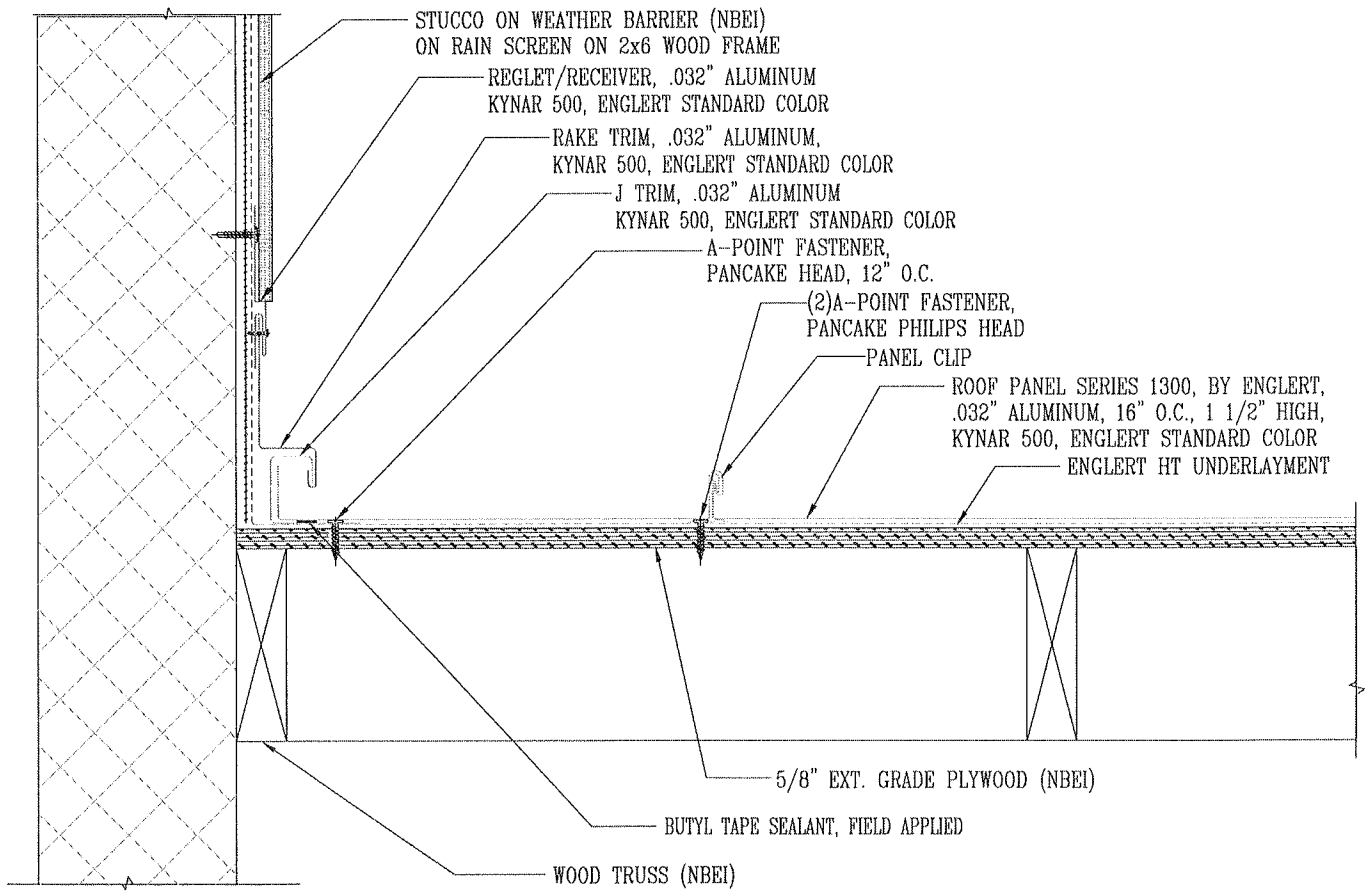
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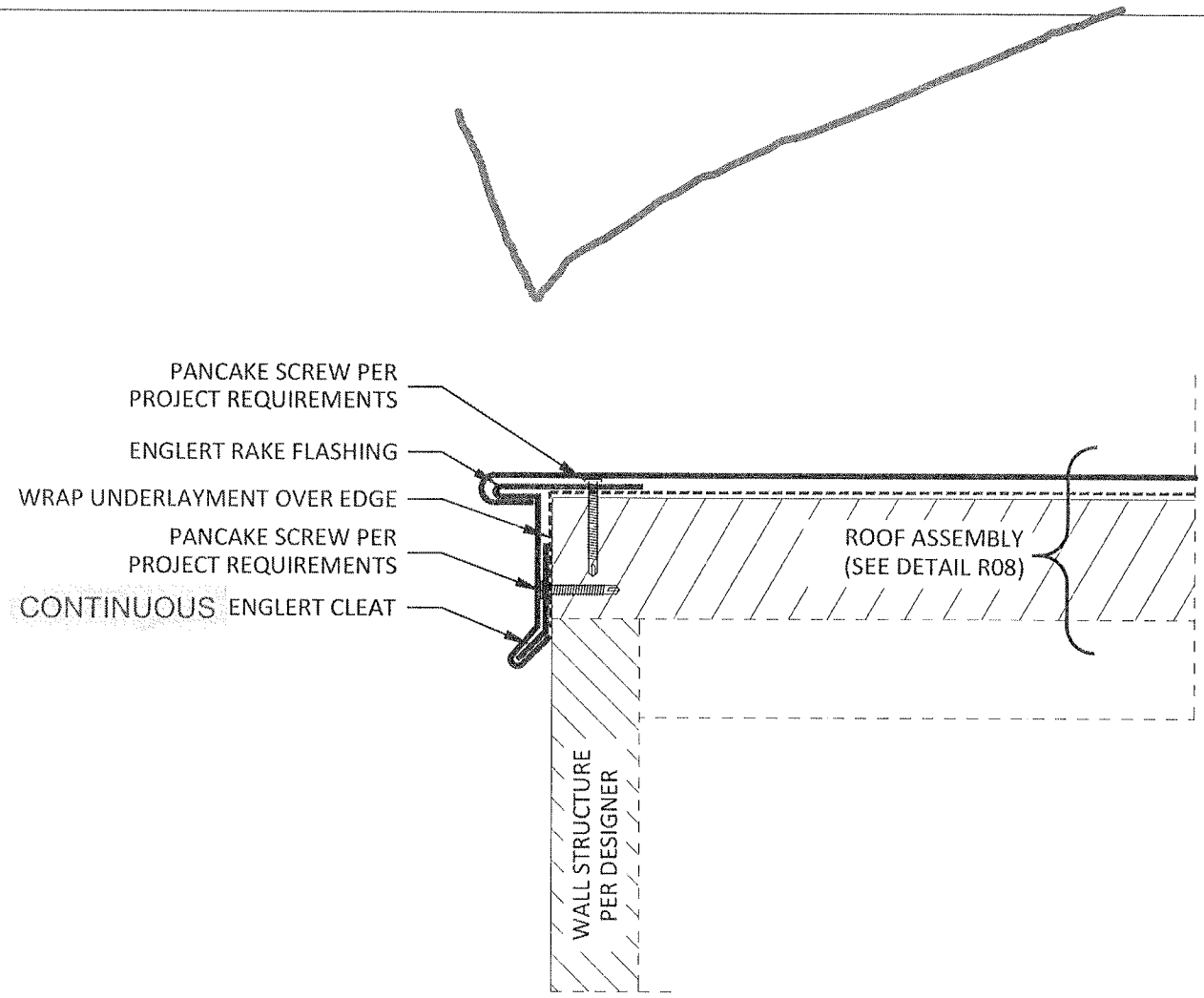
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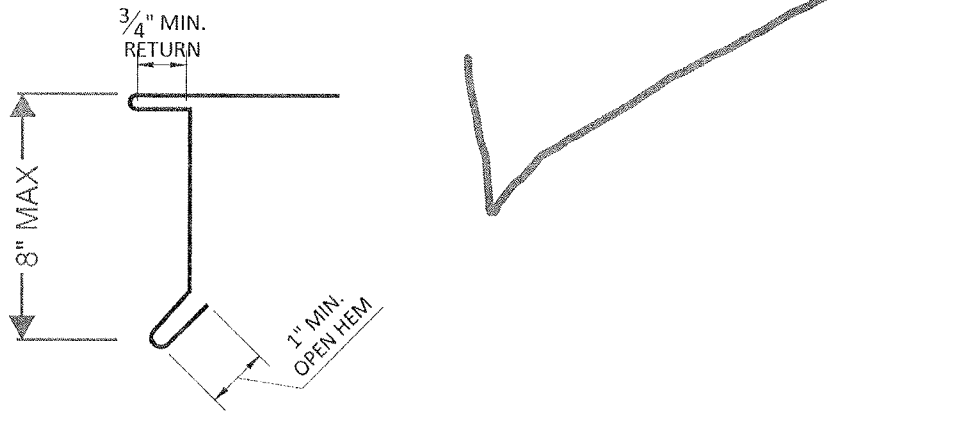



1 HEAD WALL DETAIL SCALE 3"=1'-0"




2 RAKE WALL DETAIL SCALE 3"=1'-0"




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# ROOF RAKE

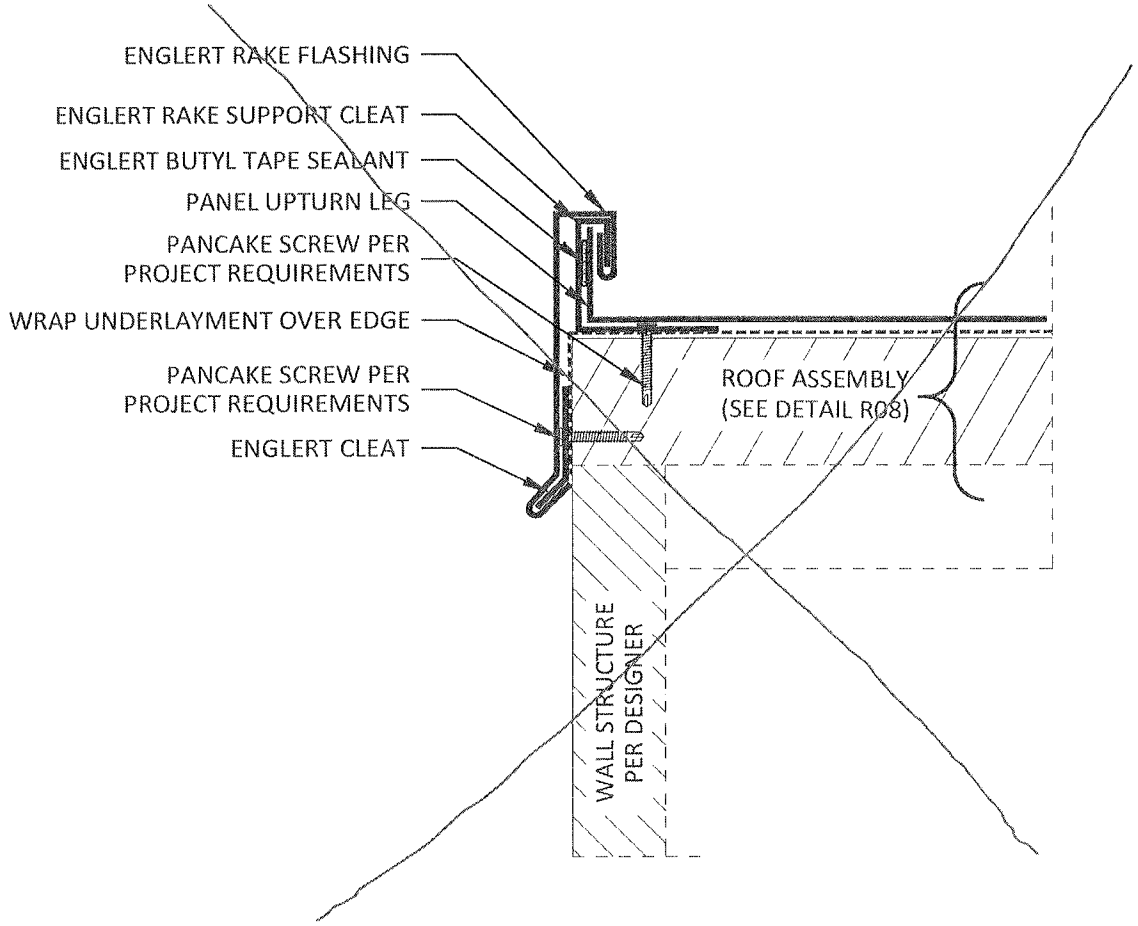
## HEM PANEL

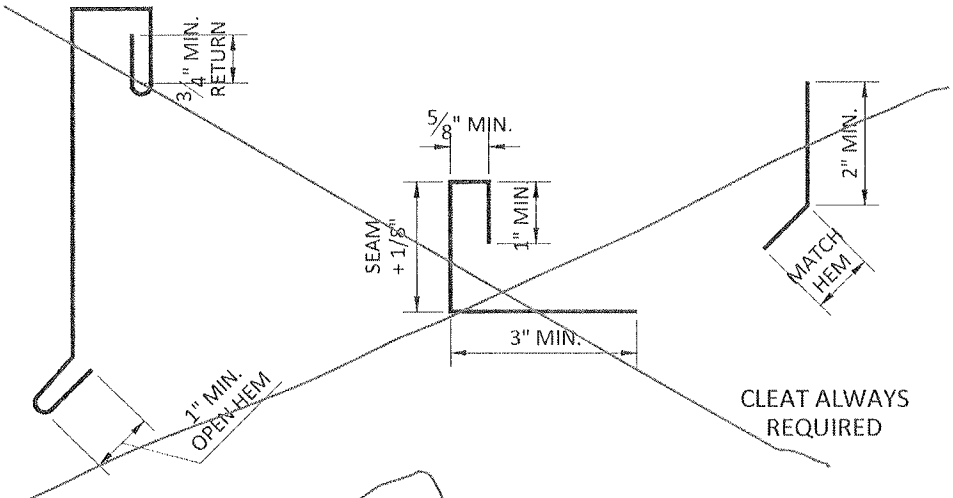
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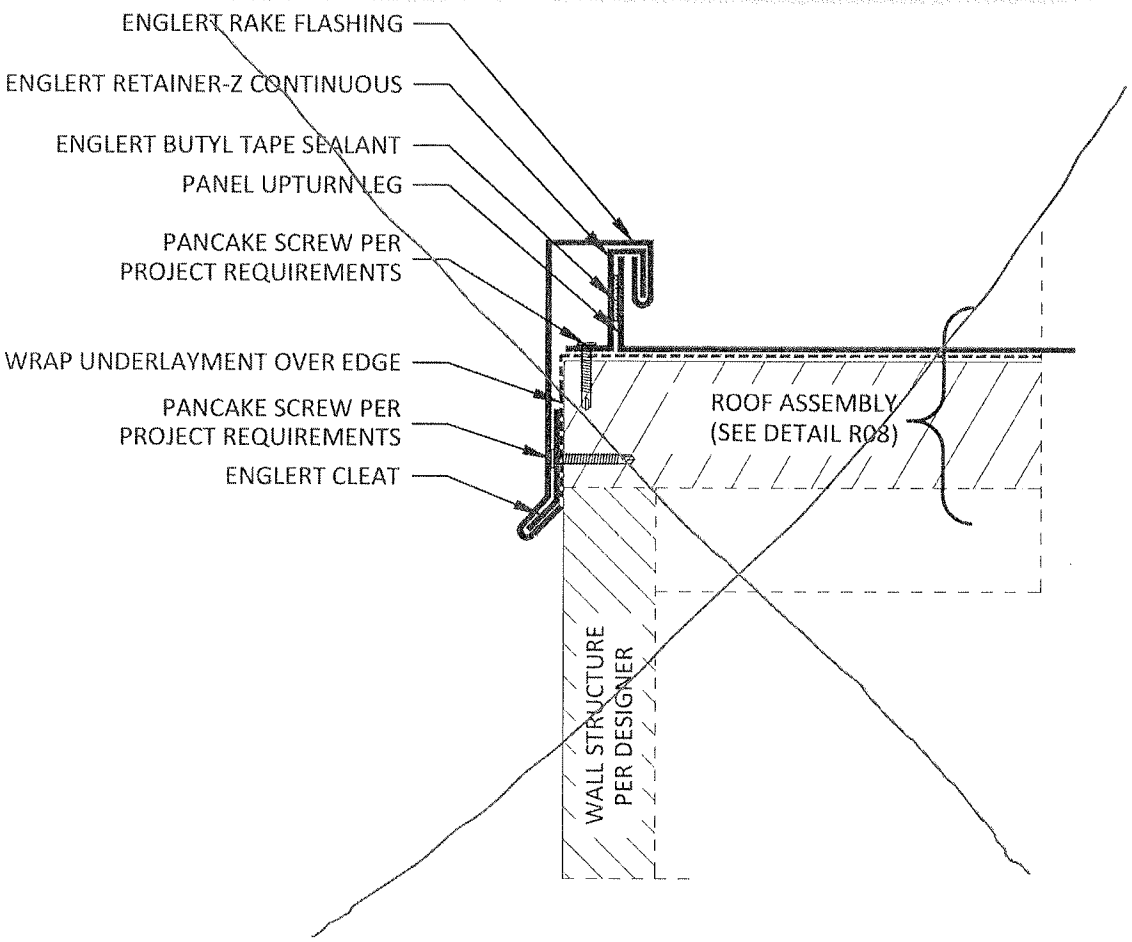
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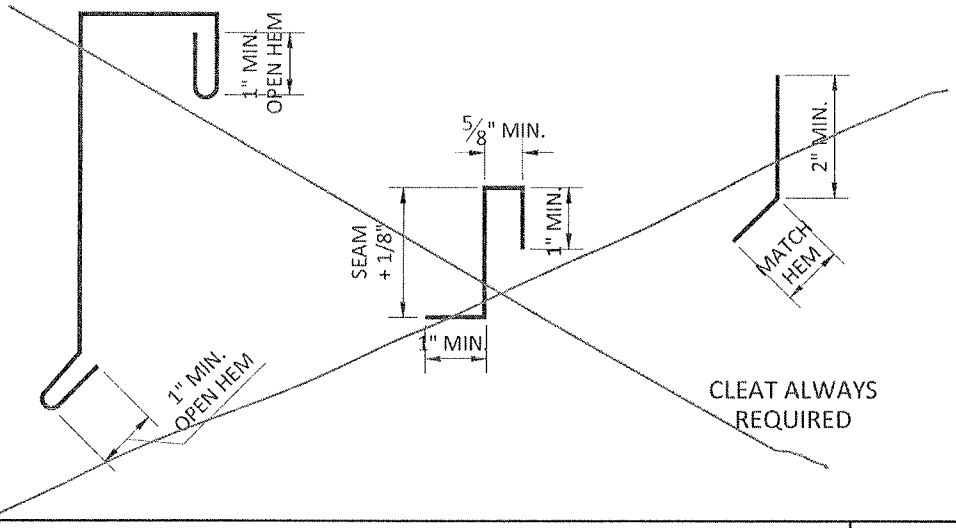
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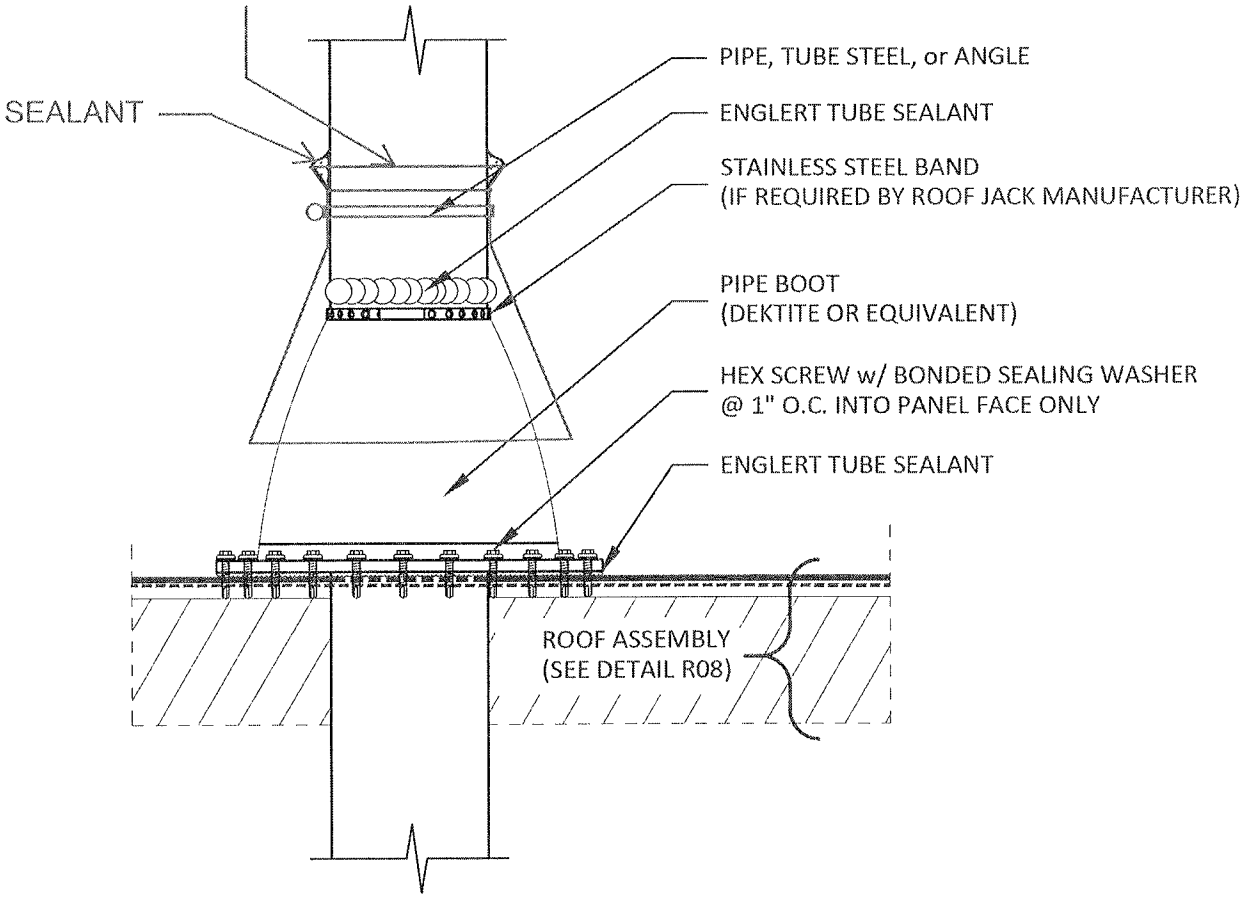
ail #
R20.3

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WATER TIGHT SHEET METAL RAIN COLLAR WITH STAINLESS STEEL DRAW BAND (OVERLAP FLASHING COLLAR BY 3" TO 4")

**CAUTION** - THIS DETAIL MAY PIN PANELS AT THIS POINT!




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# ROOF PENETRATION

## PIPE BOOT

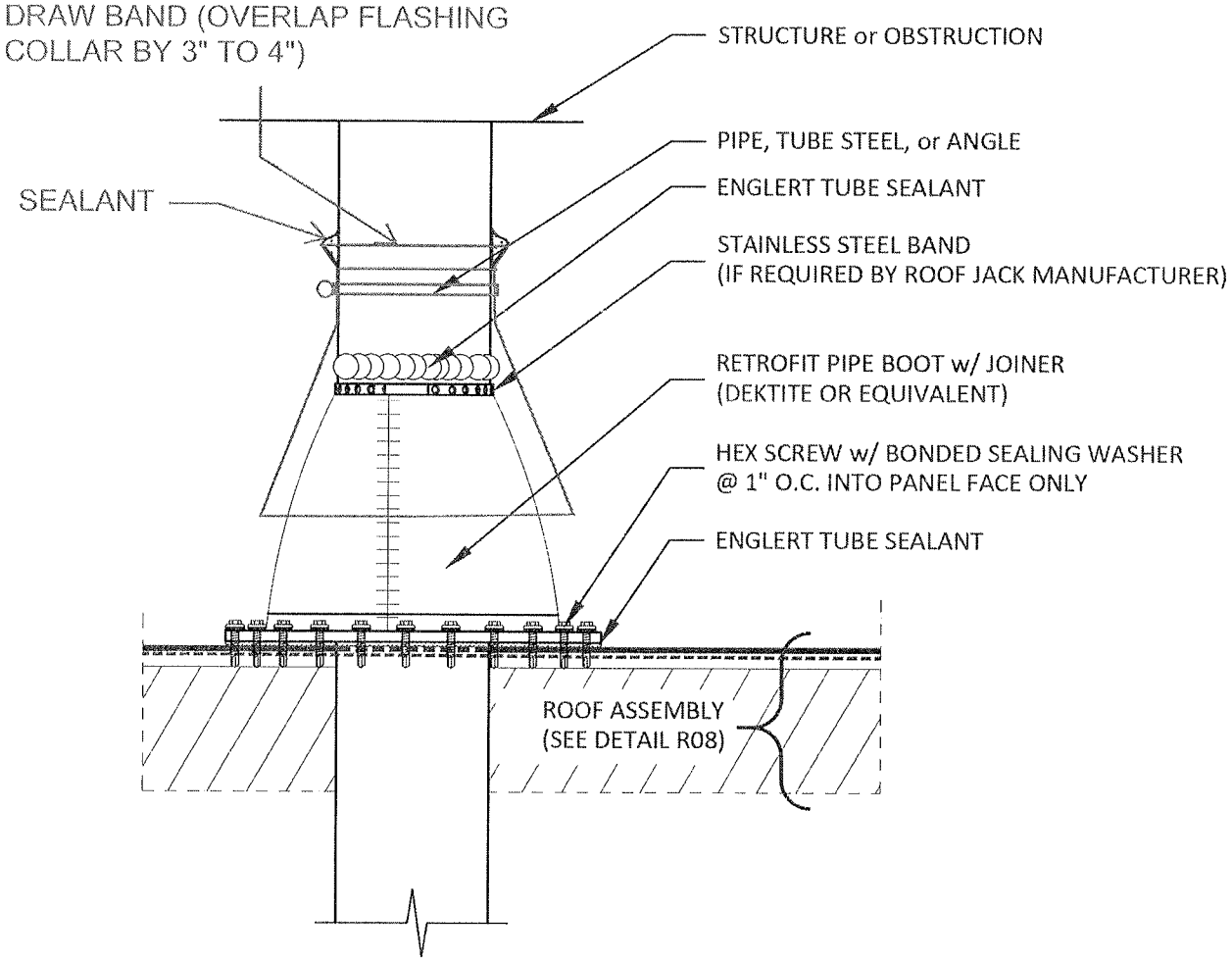
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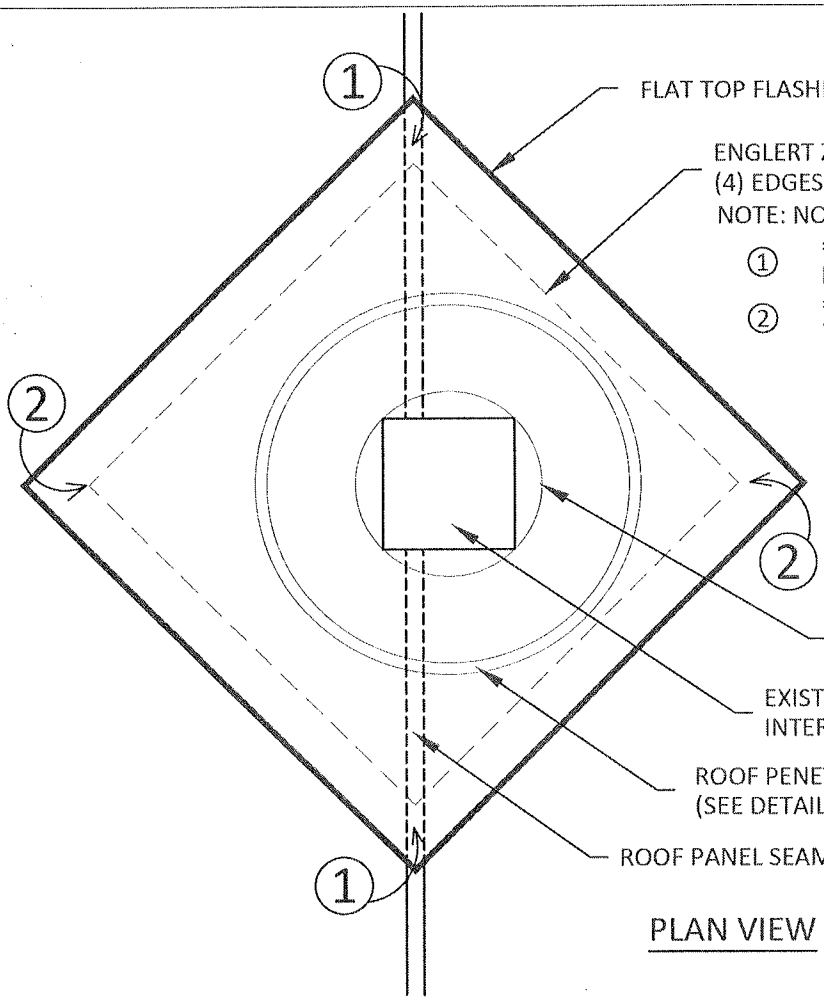
# ROOF PENETRATION

## RETROFIT PIPE BOOT

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FLAT TOP FLASHING

ENGLERT Z-CLOSURE ALONG ALL (4) EDGES OF FLAT TOP FLASHING

NOTE: NOTCH FLANGES OF Z-CLOSURE AND

① => FOLD VERTICAL WEB PARELLEL w/ SEAM FOR SEALANT

② => CREATE MITERED CORNER IN VERTICAL WEB

SHEET METAL TO CREATE TUBE AROUND OBSTRUCTION

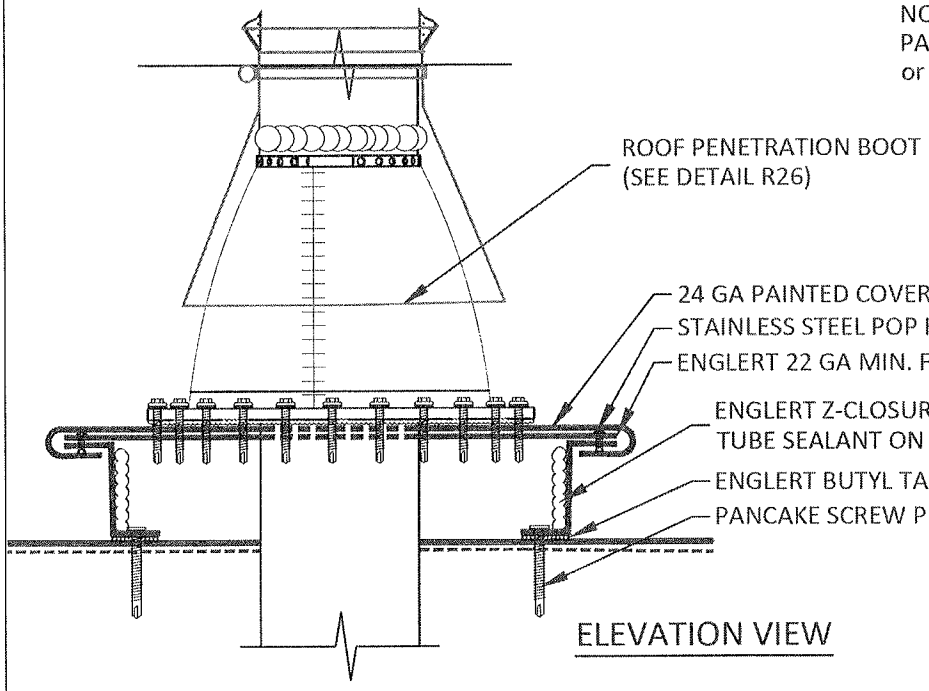
EXISTING OBSTRUCTION INTERSECTING ROOF PANEL SEAM

ROOF PENETRATION BOOT (SEE DETAIL R26)

ROOF PANEL SEAM

PLAN VIEW

NOTE: THIS DETAIL SHALL BE USED WHEN PANEL SEAM INTERSECTS PENETRATION or BOOT IS WITHIN 1" OF SEAM.



ROOF PENETRATION BOOT (SEE DETAIL R26)

**CAUTION** - THIS DETAIL WILL PIN PANELS AT THIS POINT!

24 GA PAINTED COVER

STAINLESS STEEL POP RIVET @ 4" O.C.

ENGLERT 22 GA MIN. FLAT TOP FLASHING

ENGLERT Z-CLOSURE w/ ENGLERT TUBE SEALANT ON ALL CUT EDGES

ENGLERT BUTYL TAPE SEALANT

PANCAKE SCREW PER PROJECT REQUIREMENTS

ELEVATION VIEW

ENGLERT™

www.englertinc.com

800-364-5378

GENERIC BEST PRACTICE ASSEMBLY SHOWN. WATERTIGHTNESS WARRANTY NOT IMPLIED. WHEN SITE CONDITION DIFFERS, SPECIFIC ENGINEERING NECESSARY.

# ROOF PENETRATION

## "BASEBALL DIAMOND" BOOT BASE

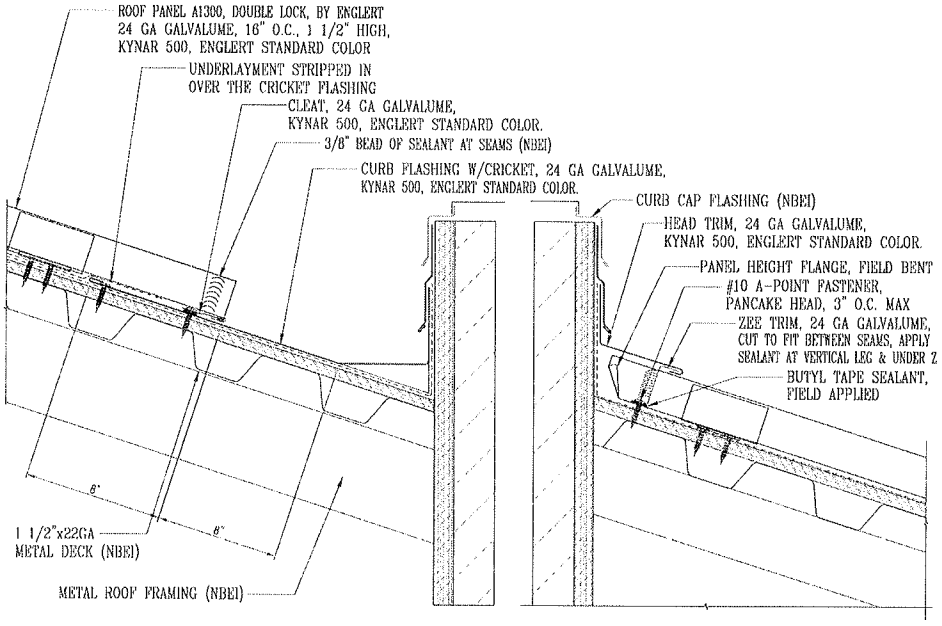
DETAIL SUBJECT TO CHANGE WITHOUT NOTICE.

Detail #

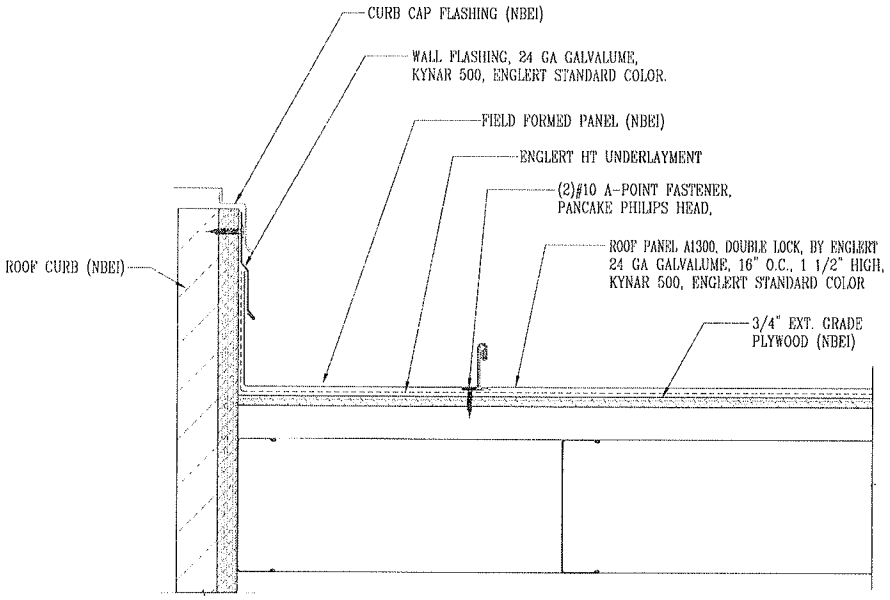
R26.3

© ENGLERT, INC.

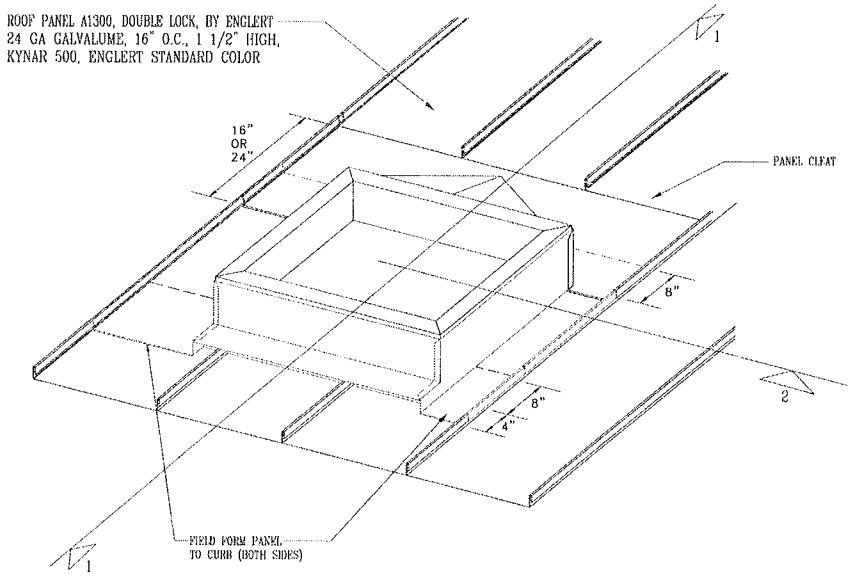
MAY 2015




1 ROOF CURB DETAIL SCALE 3"=1'-0"




2 ROOF CURB DETAIL SCALE 3"=1'-0"



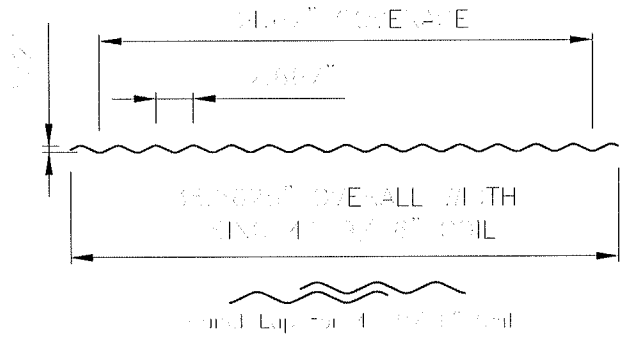

3 ISOMETRIC VIEW AT ROOF CURB SCALE 3"=1'-0"

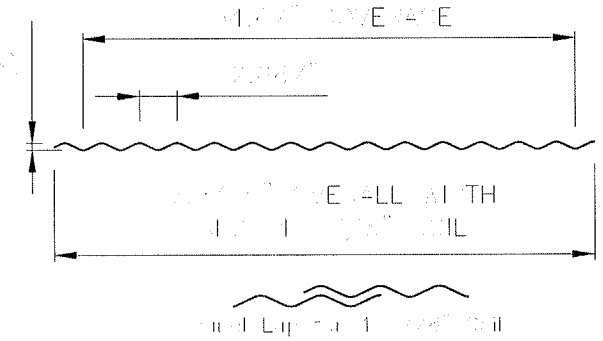
# McELROY METAL, INC

www.mcelroymetal.com

## M-Cor Panel

Product Data

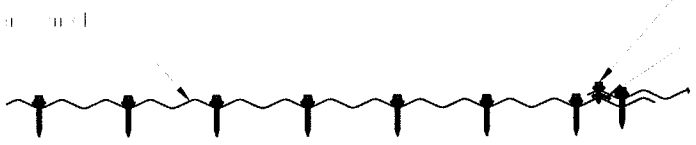




**M-COR PROFILE**



**FOAM INSIDE/OUTSIDE CLOSURE**



**FASTENER PATTERN**
*(@ Eaves, Ridges & Endlaps)*



**FASTENER PATTERN**
*(@ Intermediate Purlins)*

Applications
Exposed fastener wall/roof panel used on slopes down to 1:12. (Tape sealant is required on seam (side-laps) Standard panel lengths up to 50'. Please inquire for longer lengths.

Substrates
Plywood or Purlins.

Material
Standard – 29 GA. ASTM A792 (80 ksi steel) AZ55 – Bare
AZ50 – Painted
– 26 GA. ASTM A792 (50 ksi steel)
AZ55 – Bare
AZ50 – Painted
Optional – 24 GA. ASTM A792 (50 ksi steel) AZ55 – Bare
AZ50 – Painted

Manufacturing
Roll formed in factory. (Bossier plant only)

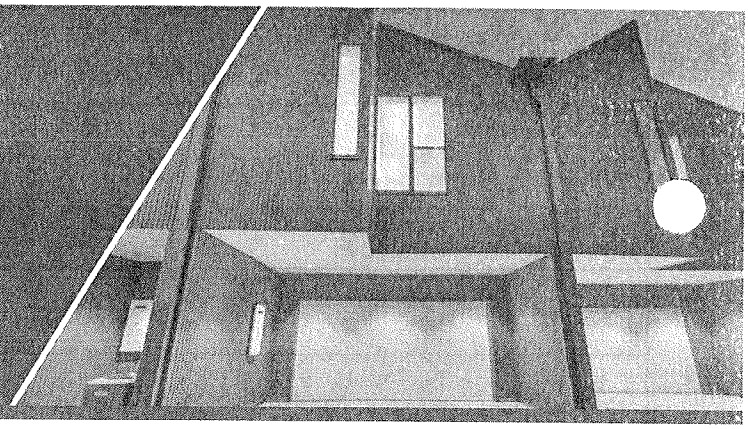
Finishes
Acrylic Coated Galvalume®
Fluoropolymer (Kynar 500® PVDF resin-based)
Siliconized Polyester and Polyester

Pan Conditions
Oil canning is inherent in all metal panels and is not cause for panel rejection.

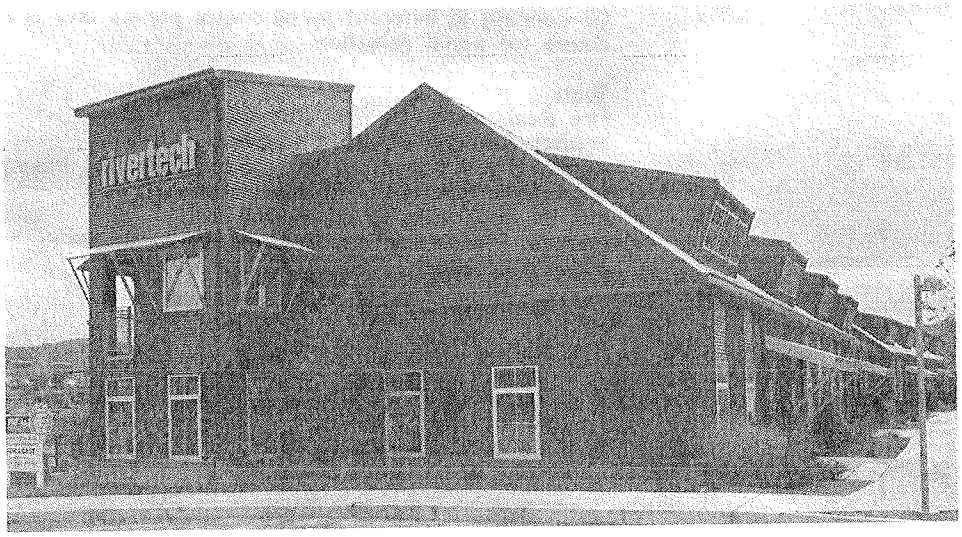
Testing *
Fire Resistance: UL 790 Class A
Impact Testing: UL 2218 Class 4
*Testing and Approvals are product specific. Please inquire about those listed on this sheet may not be applicable to all widths and gauges. Please contact McElroy Metal for more information.

REVISION DATE: 11/14/22

# MULTI-RIB, R-PANEL, MINI-RIB, MULTI-COR, M-COR, U-PANEL, MULTI-V COLOR CHART



| | | | | |
|---|---|---|---|---|
| **Timber Tan**<br>SMP | **Hartford Green***<br>PVDF & SMP | **Brandywine***<br>PVDF & SMP | **Brite Red***<br>PVDF | **Regal Blue***<br>PVDF |
| **Copper Penny Metallic****<br>PVDF | **Mossy Oak Camo**<br>Polyester | **COR-TEN AZP R: w**<br>PVDF | **Galvalume Plus**<br>Bare - No paint | |




*Colors shown may vary due to digital representation. Color charts and actual color chips are available from McElroy Metal and McElroy Metal contractors and distributors.*

**Deep tone colors - additional cost will apply.*
***Metallic colors - additinal cost will apply.*

- *PVDF indicates Kynar 500® Coating.*
- *SMP indicates Silicone Modified Polyester Coating.*

*Camo and COR-TEN: Special coating - additional charges will apply.*
*Not all colors are available at all manufacturing locations - additional lead time may be required.*

# McElroy Metal
# Galvalume Limited Warranty

McElroy Metal warrants to the buyer that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted or unpainted steel building roofing and siding panels, if erected within the United States will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions for the warranty periods listed below.

- 45 years for AZ 55 Galvalume substrate, bare or acrylic coated
- 50 years for AZ 50 Galvalume substate, painted

This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive environmental conditions, including but not limited to:

1. Areas subject to salt water marine atmospheres or constant spraying of either salt or fresh water.
   a. Coastline with breaking surf 1,500 feet
   b. Coastline with large bay 800 feet
   c. Coastline with marsh 400 feet
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste, or its decomposition by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or areas where the Galvalume sheet is in contact with lead or copper.
4. Conditions / circumstances where corrosive fumes or condensates are generated or released inside the building.
5. Changes in the normal atmospheric conditions to which the sheet is exposed may be the basis for a reduction in length or invalidation of the stated warranty

This warranty DOES NOT APPLY in the event of:

A. Bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker.
B. Slopes of the roof or sections of the roof flatter than 1/4:12.
C. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, or erection.
D. Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of sheets or panels.
F. Failure to remove debris such as dirt, leaves, and rubbish from overlaps and all other surfaces of the sheets or panels.
G. Damage caused to the metallic coating by improper forming, scouring or cleaning procedures.
H. Deterioration of the panels caused by contact with green, wet or pressure treated lumber or wet storage stain caused by water or condensation.
I. Presence of damp insulation, soil, vegetation, or other corrosive materials in contact with or in close proximity to the panel.
J. Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume roofing or siding panels rest solely with the Buyer. Fasteners are to be insulated from panel surface (elastomic grommets) to prevent dissimilar metal contact.

K. Failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.

L. Failure due to use in manner not intended or improper storage or handling.

M. Failure due to edge corrosion or misapplication of McElroy's material.

This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:

1. McElroy Metal's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at McElroy Metal's sole option replacing nonconforming panels.
2. McElroy Metal shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet or for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming.
3. This warranty also applies to the material repaired or used to replace the nonconforming material, but only for the unexpired portion of the warranty period applicable to the original material.
4. Claims must be reported in writing to McElroy Metal during the warranty period and not more than thirty (30) days after detection of any apparent defects and McElroy Metal shall be given a reasonable opportunity to inspect the panels claimed to be nonconforming. Adequate identification of the material involved in the claim, including date of installation, McElroy Metal order number, and invoice number, must be established by Buyer.
5. Buyer shall exercise diligence in his inspection of sheets as received from McElroy Metal so as to mitigate repair or replacement.
6. McElroy Metal extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.
7. McElroy Metal reserves the right to terminate this warranty at any time (except as to orders already accepted).
8. McElroy shall have no obligations under this warranty unless and until it receives payment in full for materials furnished.
9. The supplier of the Galvalume substrate has made certain warranties to McElroy which are same (or substantially similar) as the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the Galvalume warranties made to McElroy.

McELROY METAL MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED OTHER THAN AS STATED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. McELROY SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF ANY KIND WHATSOEVER.

**KYNAR PAINT CLEANING AND MAINTENANCE INSTRUCTIONS**

1. DO NOT USE WIRE BRUSHES, STEEL WOOL, SANDPAPER ABRASIVES OR OTHER AGENTS THAT WILL ABRADE THE PAINT.
2. TEST A CLEANING AGENT ON A SMALL, INCONSPICUOUS AREA BEFORE USING ON A LARGE SCALE.
3. GENTLY RINSE ROOF WITH WATER FROM A HOSE IN A FOG MODE AFTER CLEANING DON'T USE HIGH PRESSURE OR EVEN A SOLID STREAM FROM A HOSE.

**HOT OR COLD DETERGENT SOLUTIONS:**
A 5% solution in water of commercial and or industrial detergents using cloth, sponges or soft bristle brush followed by a thorough water rinse

SOLVENTS:

1. FOLLOW THE MANUFACTURER'S RECOMMENDATIONS AS MOST SOLVENTS ARE FLAMMABLE AND/OR TOXIC.
2. KEEP AWAY FROM OPEN FLAMES, SPARKS, ELECTRICAL MOTORS AND USE WITH ADEQUATE VENTILATION AND PROTECTIVE EQUIPMENT.
3. DO NOT USE ACETONE OR PAINT REMOVER!!

**THESE SOLVENTS SHOULD BE USED WITH CAUTION. FIVE MINUTES CONTACT ONLY; TEST A SMALL AREA FIRST. GENTLY RINSE ROOF WITH WATER FROM A HOSE IN A FOG MODE AFTER CLEANING.**

**ALCOHOLS**:
Denatured alcohol (ethanol)
Isopropyl alcohol (rubbing alcohol)
Methanol (wood alcohol)

**PETROLEUM PRODUCTS/SOLVENTS**
VM&P Naphtha
Mineral Spirits
Turpentine (wood or gum Spirits)

**AROMATIC SOLVENTS:**
Xylol (xylene)
Toluol (toluene)

**THESE SOLVENTS SHOULD BE USED WITH GREAT CAUTION; CONTACT ONE MINUTE ONLY; TEST A SMALL AREA FIRST. GENTLY RINSE ROOF WITH WATER FROM A HOSE IN A FOG MODE AFTER CLEANING.**
Ketones, Esters, Lacquer Thinner
Lacquer thinner
Methyl Ethyl Keytone (MEK)
Ethyl acetate (nail polish remover)
Methyl isobutyl ketone(MIBK)

**Failure to follow the above instructions could void the paint warranty if a problem develops in the future.**




# ROOF OWNER'S OPERATION AND MAINTENANCE MANUAL

MCELROY METAL

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| Section 2.0 | Safety | 2 |
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| Section 5.0 | Foot Traffic | 4 |
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| Section 8.0 | Additions to Roof | 5 |
| Section 9.0 | Dissimilar Metals | 5 |
| Section 10.0 | Paint and Coating | 5 |

## *Section 1.0 – General Maintenance Statement*

Your new McElroy Metal roof is designed to provide many years of protection with very little maintenance. However, there is no roof that is immune to severe weather or that is completely maintenance free. To keep your roof performing as it should, a comprehensive maintenance program should be implemented. This manual will inform you of things that need to be accomplished in order to insure your roof is in good condition and that it will continue to meet your expectations through the years.

## *Section 2.0 - Safety*

SAFETY FIRST!!!

Walking on a metal roof can be dangerous. Safety should always be your number one priority when walking on, inspecting, or performing maintenance on your McElroy Metal roof system. You should always use safety equipment such as fall protection as required by OSHA and other regulatory agencies. Failure to do so could result in serious injury including death. In addition, you may also be subject to citations for non-compliance.

You should always use extreme caution when walking on metal roofs with steep slopes, near roof edges, or on roofs that are wet or covered with ice or snow. You should insure that all personnel are trained in safety procedures and that all safety equipment is in proper working condition.

When walking on a metal roof, inspecting, or performing roof maintenance, always take the following precautions:

- Use fall protection and other safety equipment as required.
- Do not walk on roof flashings such as gutter, rake, hip or ridge flash.
- Do not walk on Light Transmitting Panels (LTP's).
- Guard all LTP's and roof openings.
- Step only in the panel flat directly on or in close proximity to a supporting roof structural.

## *Section 3.0 – Inspections*

- Your McElroy Metal Roof should be inspected annually at a minimum, and whenever any of the following occur:
    - After a fire, vandalism or any known damage to the roof or an adjacent roof area.
    - After exposure to severe weather, including, but not limited to, high winds, hail, or abnormally heavy rains, ice or snow.
        - Items to check after high winds include:
            - Debris scattered on the roof
            - Loose flashing or other roof components
            - Punctures from falling or flying objects
            - Loose fasteners (Replace stripped-out fasteners by removing existing fastener; apply butyl sealant into hole; install an oversize, long-life fastener into hole)
            - Any other damage

## *Section 3.0 – Inspections (Cont.)*

- Items to check after a hail storm include:
  - Punctures
  - Damaged trim
  - Loose fasteners (Replace stripped-out fasteners by removing existing fastener; apply butyl sealant into hole; install an oversize, long-life fastener into hole)
  - Any other damage
- Items to check after abnormally heavy rains include:
  - Roof for ponding water
  - Gutters for ponding water
  - Roof curbs and penetrations and other special trim conditions to ensure water is not ponding upslope from these areas
  - Loose fasteners (Replace stripped-out fasteners by removing existing fastener; apply butyl sealant into hole; install an oversize, long-life fastener into hole)
  - Any other damage
- Items to check after ice or snow events include:
  - Check trim and plumbing pipes for damage from sliding ice or snow
  - Roof for ponding water
  - Roof curbs and penetrations and other special trim conditions to ensure water is not ponding upslope form these areas
  - Damage to gutters from sliding ice or snow
  - Damage to snow retention devices
  - Loose fasteners (Replace stripped-out fasteners by removing existing fastener; apply butyl sealant into hole; install an oversize, long-life fastener into hole)
  - Any other damage

- After other trades have been on the roof for any reason;
  - Inspect the roof for damage caused by workers including chemical or solvent spills, scratches in the paint or Galvalume coating, excessive foot traffic and punctures.
  - Make sure that any debris or scrap left behind by the workers is removed from the roof immediately.
  - Avoid using cutoff saws and welding equipment over the roof. In cases where this is not possible, the roof must be adequately protected. A fire cloth is recommended.
  - Items such as drill shavings, wire, metal scrap and other debris can corrode and damage the roof. Sharp pieces of metal, such as those left by a nibbler, can stick in a worker's shoes and scratch the paint as they walk on the roof.
  - Mortar or concrete will etch the paint or Galvalume coating. Roof panels in areas where there is a possibility of any masonry product being spilled on them should be protected. In the event that the panels do have a masonry product spilled on them, they should be cleaned and the panels rinsed.

# MCELROY METAL
# GALVALUME® LIMITED WARRANTY
# APPLICABLE PRODUCTS: ALL MCELROY GALVALUME® PRODUCTS

**McElroy Metal warrants to the buyer that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted or unpainted steel building roofing and siding panels, if erected within the United States will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions for the warranty periods listed below.**

- 45 years for AZ 55 Galvalume substrate, bare or acrylic coated
- 50 years for AZ 50 Galvalume substate, painted

**This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive environmental conditions, including but not limited to:**

1. Areas subject to salt water marine atmospheres or constant spraying of either salt or fresh water.
   (A) Coastline with breaking surf 1,500 feet
   (B) Coastline with large bay 800 feet
   (C) Coastline with marsh 400 feet
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste, or its decomposition by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or areas where the Galvalume sheet is in contact with lead or copper. 4.Conditions / circumstances where corrosive fumes or condensates are generated or released inside the building. 5.Changes in the normal atmospheric conditions to which the sheet is exposed may be the basis for a reduction in length or invalidation of the stated warranty.

**This warranty DOES NOT APPLY in the event of:**

A. Bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker.
B. Slopes of the roof or sections of the roof flatter than 1/4:12.
C. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, or erection.
D. Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of sheets or panels.
F. Failure to remove debris such as dirt, leaves, and rubbish from overlaps and all other surfaces of the sheets or panels.
G. Damage caused to the metallic coating by improper forming, scouring or cleaning procedures.
H. Deterioration of the panels caused by contact with green, wet or pressure treated lumber or wet storage stain caused by water or condensation.
I. Presence of damp insulation, soil, vegetation, or other corrosive materials in contact with or in close proximity to the panel.
J. Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume roofing or siding panels rest solely with the Buyer. Fasteners are to be insulated from panel surface (elastomic grommets) to prevent dissimilar metal contact.
K. Failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.
L. Failure due to use in manner not intended or improper storage or handling.
M. Failure due to edge corrosion or misapplication of McElroy's material.

**This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:**

1. McElroy Metal's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at McElroy Metal's sole option replacing nonconforming panels.
2. McElroy Metal shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet or for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming.

(Continued)

# MCELROY METAL
# GALVALUME® LIMITED WARRANTY
# APPLICABLE PRODUCTS: ALL MCELROY GALVALUME® PRODUCTS

3. This warranty also applies to the material repaired or used to replace the nonconforming material, but only for the unexpired portion of the warranty period applicable to the original material.
4. Claims must be reported in writing to McElroy Metal during the warranty period and not more than thirty (30) days after detection of any apparent defects and McElroy Metal shall be given a reasonable opportunity to inspect the panels claimed to be nonconforming. Adequate identification of the material involved in the claim, including date of installation, McElroy Metal order number, and invoice number, must be established by Buyer.
5. Buyer shall exercise diligence in his inspection of sheets as received from McElroy Metal so as to mitigate repair or replacement.
6. McElroy Metal extends this warranty solely to the Buyer. This warranty is nontransferable and non-assignable.
7. McElroy Metal reserves the right to terminate this warranty at any time (except as to orders already accepted).
8. McElroy shall have no obligations under this warranty unless and until it receives payment in full for materials furnished.
9. The supplier of the Galvalume substrate has made certain warranties to McElroy which are same (or substantially similar) as the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the Galvalume warranties made to McElroy.

MCELROY METAL MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED OTHER THAN AS STATED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. McELROY SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF ANY KIND WHATSOEVER.

Rev. 01/23
MM602

ENGLERT

# LIMITED EXTERIOR BUILDING PRODUCT FINISH/BASE METAL WARRANTY

*Revision 7 - Issued* 5/1/2022

## I. INTRODUCTION

Englert, Inc., Perth Amboy, New Jersey, *(hereinafter referred to as "Englert")* hereby offers the following paint finish warranties and base metal warranties to only the original and first owner(s) of the project and/or building where Englert's coil and flat stock is used for formed roofing, fascia, mansard, wall panels, siding and soffit applications *(hereinafter to be referred to as "Product")*. The warranted paint systems will be the PermaColor 3500 ULTRA-Cool® low gloss, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors which is comprised of a full-strength 70% Kynar 500®/ Hylar 5000® Fluorocarbon. Aluminum will only be offered as a prepainted product. Galvalume® will be offered in prepaint, or as an acrylic coated mill finish product in an AZ55 coating weight. Englert warrants that its Products, upon delivery, will be free from defects, excluding any freight damage. *(The term "the material will be free from defects" does not include waviness present in the flat/planer areas of Englert's product, due to inconsistency in the metal making process and uneven substrates over which the product in applied, which the industry has accepted as being prevalent and normal.)* Waviness shall not be a cause for a claim under this or any other warranty.

## II. GENERAL INFORMATION

This warranty covers three separate and distinct products as outlined below:

### 1. Prepainted Aluminum Warranty

- When Prepainted Aluminum materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 40-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and a 40-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.
- When Prepainted Alumunium materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert will offer a 35-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.

### 2. Prepainted Galvalume® Warranty

- When Prepainted Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year limited warranty on the Galvalume®, a 40-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and a 40-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.
- When Prepainted Galvalume® materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any period of time on prepainted Galvalume®.

### 3. Mill Finish Galvalume® Warranty

- When Mill Finish Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year warranty with an AZ55 coating weight on the base metal.
- When Mill Finish Galvalume® materials are installed on a property that is located within one-half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any time period on the mill finish Galvalume®.

## III. ENGLERT, INC.'S 40-YEAR PERMACOLOR 3500 AND PERMAMETALLIC 3500 PAINT FINISH WARRANTY

This portion of the warranty applies to the paint finish as outlined below. The Galvalume® base metal is covered in Section IV.

***The paint finish on Englert's PermaColor 3500 and PermaMetallic 3500 is comprised of a full-strength 70% Kynar 500® /Hylar 5000® fluorocarbon paint which will not:***

A. Chip, crack, check, or peel. *(These terms shall not mean deviations to the paint finish as a result of exposed raw edges, or as a result of roll-forming, embossing, and end cutting of Product, which may occur in and during proper fabrication of the Product.)*

B. Chalk in excess of eight (8) numerical ratings, when installed 0 degrees to 86 degrees from vertical, when measured in accordance with the standard test procedures as specified under ASTM D4214.

C. Fade in excess of five (5) Delta E Units (NBS), when installed 0 degrees to 86 degrees from vertical, measured on exposed painted surfaces which have been cleaned of external deposits, as determined under ASTM D-2244, Paragraph 6.3. Color change shall be measured on an exposed, painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed, painted surface, equally exposed to the sun and elements.

This paint finish warranty applies only to Englert's pre-painted coils and flat stock in steel or aluminum used for formed roofing, fascia, mansard, wall panels, siding, and soffit applications and only to **Product erected within the Continental United States** and has been exposed to normal atmospheric conditions. This warranty does not apply to product exposed at any time to corrosive or aggressive atmospheric conditions, including, but not limited to:

1. Areas subject to salt-water marine atmospheres or to spraying of either salt or fresh water. (Except pre-painted aluminum.)
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, salt, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty **DOES NOT APPLY** in the event of:

1. Bends less than 4T inside bend diameter for all coil and flat stock thicknesses.
2. Roof or sections of the roof flatter than ¼:12 slope.
3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection including damage caused by walking on the roof.
4. Forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension.
5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
6. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may cause product failure.**
7. Failure to remove debris from overlaps and all other surface of the sheets or panels.
8. Damage caused to the metallic coating by improper forming (*including, but not limited to, roll forming, press braking or embossing*) or scouring or cleaning procedures.
9. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
10. Presence of damp insulation, soil, vegetation, cement, or other corrosive materials in contact with or in close proximity to the sheets or panels.
11. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with aluminum and Galvalume panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (*e.g., with elastomeric grommets*) to prevent dissimilar metal contact.
12. Failures caused by acts of God, falling objects, external forces, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
    a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells laminates as a result of cleaning, rain, etc.; (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.

On prepainted aluminum product located less than a half mile from a seacoast, salt water, or brackish water, annual maintenance must be performed by the owner(s) including annual "sweet water" (*fresh tap water*) rinse in accordance with AAMA 610.1-1979 *(copy available upon request)*. It will be the owner's responsibility to maintain records to demonstrate this maintenance has occurred and such records must be produced to Englert upon request. Failure of the owner to produce the maintenance records upon request will void the warranty and Englert shall have no further obligation under the warranty. The Product must not be cleaned with abrasive or chemical cleaners. The use of any such cleaners will void the warranty and Englert shall have no further obligation under the warranty.

This paint finish warranty is strictly limited to the Product as outlined herein and shall not apply to failures, leaks, or consequential damages caused by application of the Product. This paint finish warranty is offered to the original owner(s) only, who is the registered purchaser of the Product, and is not transferable or assignable. Englert expressly precludes others from claiming, representing, or implying that this paint finish warranty extends to or is available to anyone other than the original and first owner(s). It is the responsibility of the building owner(s) to maintain such identification records for purposes of exercising the rights under this paint finish warranty throughout the duration of the paint finish warranty period.

All claims must be submitted in writing to Englert within the paint finish warranty period and within thirty (30) days after discovery of the claimed defect. Failure to timely submit a claim shall constitute a material breach of the Warranty and Englert will not provide any coverage under this for any claim that is not submitted within the thirty (30) day time period. The claim must describe the defect and refer to the paint finish warranty, date of issuance, and include the name of the contractor and invoice of purchase. Englert will then examine the Product or cause it to be examined. If after inspection by Englert it is determined that the claim is valid and in accordance with the terms of the Warranty, Englert agrees at its option to repair or replace the defective Product.

Englert will assume 100% of the cost of refinishing or replacing Product on a non-prorated basis for 25-years, 35-years, or 40-years (in accordance with the applied warranty as outlined in Section I) from the date of installation. The basis for computing cost of refinishing or replacing Product shall be at the current market price. Englert will have sole discretion as to whether the Product is to be refinished, or replaced. If Englert determines that refinishing is the appropriate measure to be taken, then the building owner(s) shall extend a license to Englert or to any of its authorized representatives or contractors to proceed with uninterrupted work for such refinishing. The building owner(s) shall indemnify and hold Englert or any of its agents, authorized representatives, or contractors, harmless from any damages or claims arising out of or connected with such refinishing, provided that such indemnification shall not extend to acts of negligence by Englert, its agents, employees, authorized representatives or contractors.

In the event replacement of Product is deemed necessary by Englert, it shall mean and is limited to Englert furnishing replacement Product only, F.O.B. Perth Amboy, New Jersey. **The term "replacement" does not include labor costs of Product removal, fabrication, or installation.** The refinished or replaced product shall be warranted for the unexpired term of the original warranty. This paint finish warranty does not confer upon the owner(s) the right to refinish, restore, repair, or replace Product without a written authorization executed by a duly authorized officer of Englert. Any restoration, refinishing, repairing, or replacement of Product not authorized in writing by a duly authorized officer of Englert shall result in this warranty becoming null and void.

## IV. ENGLERT, INC.'S LIMITED 25-YEAR GALVALUME® BASE METAL WARRANTY

This portion of the warranty applies to the base metal of Galvalume® as outlined below. The paint finish is covered in Section III.

Englert offers the following base metal warranty on Galvalume® AZ55 to the original and first owner(s). Englert warrants that the base metal of Galvalume® will not rupture, fail structurally, or perforate due to exposure to normal atmospheric conditions, **if erected within the Continental United States.** Visual or cosmetic variations caused by weathering of mill finish Product or variations in spangle are specifically excluded from this base metal warranty. The Product shall be free from material defects, excluding any freight damage. This warranty shall commence from the date of the completion of the installation of all of the Product at the project. The warranty shall apply for the following time periods:

A. 25-years on prepainted Galvalume® or Galvalume Mill Finish Acrylic Coated AZ55 coating weight, **excluding product that is installed less than half a mile from the seacoast, salt water or brackish water**. The warranty does not apply for product installed less than a half mile from the seacoast, salt water, or brackish water.

This warranty **DOES NOT APPLY** to coil and flat stock exposed at any time to corrosive or aggressive atmospheric conditions, including, **BUT NOT LIMITED TO**:

1. Areas subject to salt-water marine atmospheres or to spraying of either salt or fresh water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, salt, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or piping or areas in contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty **DOES NOT APPLY** in the event of:

1. Bends less than 4T inside bend diameter for all coil and flat stock thicknesses.
2. Roof or sections of the roof flatter than ¼:12 slope.
3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection including damage caused by walking on the roof.
4. Forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension.
5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
6. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may cause product failure**
7. Failure to remove debris from overlaps and all other surface of the sheets or panels.
8. Damage caused to the metallic coating by improper forming (*including, but not limited to, roll forming, press braking or embossing*) or scouring or cleaning procedures.
9. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
10. Presence of damp insulation, soil, vegetation, cement, or other corrosive materials in contact with or in close proximity to the sheets or panels.
11. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with Galvalume panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (*e.g., with elastomeric grommets*) to prevent dissimilar metal contact.
12. Failures caused by acts of God, falling objects, external forces, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
    a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells laminates as a result of cleaning, rain, etc. (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.

This limited base metal warranty applies only to Product used for formed roofing, fascia, mansard, wall panels, siding, and soffit applications and only to **Product erected within the Continental United States** which have been exposed to normal atmospheric conditions. It does not apply to Product that has been exposed to corrosive or aggressive atmospheric conditions, as defined and described above.

This base metal warranty is strictly limited to the Product as identified above and shall not apply to failures, leaks, or consequential damages caused by application of the Product. This base metal warranty is offered to the original owner(s) only, who is the registered purchaser of the Product, and is nontransferable or assignable. Englert expressly precludes others from claiming, representing or implying that this warranty extends to or is available to anyone other than the original and first owner(s). It is the responsibility of the owner(s) to maintain such identification records for purposes of exercising the rights under this base metal warranty throughout the duration of the base metal warranty period.

All claims must be submitted in writing to Englert within the base metal warranty period and within thirty (30) days after discovery of the claimed defect. Failure to timely submit a claim shall constitute a material breach of the Warranty and Englert will not provide any coverage under this for any claim that is not submitted within the thirty (30) day time period. The claim must describe the defect and refer to this base metal warranty number and the date of issuance, and to include the name of the contractor and invoice of the purchase. Englert will then examine the Product or cause it to be examined. If, after inspection, it is determined by Englert that the claim is valid in accordance with the terms of the base metal Warranty, Englert agrees, at its option, to repair or replace the defective Product. Englert will assume 100% of the cost of repairing or replacing Product for a 25-year metal limited warranty for a 40-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors and a 40-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.

A limited base metal warranty of 25-years is given for Mill Finish Galvalume AZ55. This is outlined in Section IV; A and B, above. The basis of computing cost of repairing or replacing Product shall be the current market price. Englert has sole discretion as to whether the Product shall be the current market price. Englert has sole discretion as to whether the Product is to be repaired or replaced. If Englert determines that repairing is the most appropriate measure to be taken, the owner(s) shall extend a license to Englert or to any of its authorized representatives or contractors to proceed with uninterrupted work for such repairing of Product. The owner(s) shall indemnify and hold Englert or any of its agents, authorized representatives, or contractors, harmless from any damages or claims arising out of or connected with such repair, provided however, that such indemnification shall not extend to acts of negligence by Englert, its agents, employees authorized representatives or contractors.

Repaired or replaced Product shall be warranted for the unexpired term of the original base metal warranty. The term "replacement" shall mean and is limited to Englert furnishing replacement Product only F.O.B., Perth Amboy, New Jersey. **The term "replacement" does not include labor costs of Product removal, fabrication, or installation.** This base metal warranty does not confer upon the owner(s) the right to refinish, restore, repair, or replace product without a written authorization executed by a duly authorized officer of Englert. Any restoration, refinishing, repairing, or replacement of Product not authorized in writing by a duly authorized officer of Englert shall result in this warranty becoming null and void.

Inconsistencies, such as waviness or oil canning, of the flat/planer surfaces of Englert's Product are not a defect and are expressly excluded from this base metal warranty as this is considered an inherent characteristic of the Product when roll-formed. On Mill Finish Galvalume, both passivated and acrylic coated, uniform visual appearance is not guaranteed. If uniform visual appearance is necessary or desired then a prepainted product should be purchased.

V. General Terms of All Warranties Contained Within This Certificate

A. DISCLAIMER OF ALL OTHER WARRANTIES: ENGLERT'S WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES. ENGLERT PROVIDES NO OTHER WARRANTIES BEYOND THE DESCRIPTION OF THE WARRANTIES PROVIDED HEREIN. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

B. The purchased product warranties contained in this certificate are not valid unless issued by Englert, duly signed by an authorized officer of Englert for the Product on a specific project, identifying its name and location and proof of purchase of the Product from Englert. The warranty certificate must be completed and submitted to Englert. The provisions hereof shall constitute the owner's exclusive remedy for breach of warranty, given under this certificate. Englert shall not be liable to the owner(s) for incidental, special or consequential damages for breach of any written or implied warranty on the Product or its application and under no circumstances shall Englert be responsible for any consequential damages or loss to the building, its contents or other material.

C. Some states do not allow the exclusion or limitation of incidental or consequential damages or the disclaimer of implied warranties, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state. In the event that any provisions of this Warranty are found to be invalid or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

D. This certificate covers any and all agreements under this Warranty, either expressed or implied, and shall not be modified or extended, except in writing by an authorized officer of Englert.

E. Failure to apply for any of the warranties herein within thirty (30) days of substantial completion of the component of the building of which the Product is a part shall result in all warranty/warranties becoming null and void.

F. The parties agree that the warranties in this certificate shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Legal action to construe or enforce any of the warranties in this certificate shall be brought in a Court of competent jurisdiction in Perth Amboy, NJ, USA. The owner(s) expressly agree to submit to the jurisdiction and laws of the courts as set forth above.

G. No waiver of any provision or condition of this Warranty by Englert, through the course of performance, action, or otherwise, shall be construed by the owners(s) to be a waiver of any other provision or condition of the Warranty.

H. In the event of any litigation or alternative dispute resolution proceeding arising out of, under, related to, or in connection with this Warranty, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs from the non-prevailing party, including but not limited to, pre-trial, trial and appellate levels.

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**ENGLERT**

No. WRF_66544

| | | | |
|---|---|---|---|
| Customer Name: | ASSOCIATED CONTRACTORS INC | Architect: | Landry, Lewis, Germany Architects, |
| Customer Address: | 5729 U S Highway 49 | General Contractor: | Associated Contractors |
| City/State/Zip Code: | Hattiesburg,MS 39401-7769 | Project Name: | Fire Station #7 Re-Roof |
| Telephone No.: | | Project Location: | 46 Parkway Blvd Hattiesburg MS 39401 |
| Order Date: | 1/27/2022 | Project Completion Date: | 11/27/2023 |
| Invoice Number(s): | 1E0000074268 | Panel Profile: | 1 3/4' Series-2000 |
| Material Lot Numbers: | M00000945261001,M0000094526100 8,M00000945261009,M00000945261 003,M00000945261007,,M0000000 0896851, | Project Size in Sq.Ft | Roof/Panels: 6,500 3000<br>Components: Government |
| Color: | GALVPL | Within ½ mile from seacoast, salt water, brackish water | Yes No |
| Building Owner(s) | Hattiesburg | New Roofing/Paneling | Re-Roof Y |
| Owner Location: | Hattiesburg | Contracting Method: | |

By _____ Title CFO on this 1/5/2024

( Michael Bauersfeld )

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## Section 3.0 – Inspections (Cont.)

- Should any solvent or chemical be spilled on the roof, clean up immediately and thoroughly rinse the affected area. Panels should be cleaned with mild detergent.

## Section 4.0 - Repairs

Never allow workers to "fix" leaks by applying caulk, elastomeric membranes, plastic roof cement, etc to the roof surface. This is never a long term solution for repairing a leak. Surface applied caulks and compounds will eventually lose their bond to the metal. This will allow water to become trapped between the repair material and the roof panel, which will cause severe corrosion. Leaks at panel or trim joints, should be repaired by disassembling the metal joint and reinstalling the proper sealant between the metal layers. Leaks caused by roof punctures must be evaluated on an individual basis. In some cases, the affected roof panel may need to be replaced.

Always consult McElroy Metal before initiating repair work. McElroy Metal can give you helpful information as to how to make the repair and can give you a list of "Certified Installers" in your area that you can contact about performing the repair work.

## Section 5.0 – Foot Traffic

Keep foot traffic to a minimum. Heavy foot traffic can cause ponding on low pitched roofs. This is particularly true just upslope from the eave and at endlaps. Always walk in the flat of the panel near a supporting roof structural. Do not walk on trim or in gutters. On bare Galvalume roofs, excessive foot traffic may cause black burnish marks. If regular foot traffic is planned for a roof, provisions should be made for a properly designed and installed roof walkway system.

In order to limit access to the roof, roof hatches or access ladders should be locked at all times. A sign should be posted at the point of access, stating that only authorized personnel are allowed onto the roof. In addition, a log book should be kept of all visits to the roof and the reason for such visits.

## Section 6.0 – Drainage

In order for your roof to perform as intended, water must properly drain from the roof. Avoid the following:

- Do not allow anything to be installed on your roof that will cause water to pond.
- Keep roof free of debris and keep debris out of gutter to allow water to quickly drain from roof.
- Do not use wood blocking to hold equipment off of panel seams. This blocks the flow of water and holds moisture. Also, if the wood is treated, it may contain salts or copper sulfate which will deteriorate the roof, and void warranty coverage.
- Do not allow water to cascade onto the roof from an adjacent roof.
- Do not allow rooftop AC units or evaporative coolers to drain onto the roof. The condensate from AC contains dissolved copper ions with will cause galvanic corrosion. The water from evaporative coolers contains high salt concentrations which will cause severe corrosion. Use PVC pipe to carry the condensate to the gutter.
- Anything that traps or holds moisture on a roof, will cause premature corrosion.

## *Section 7.0 – Ice and Snow Removal*

Excessive ice and snow should be removed from the roof immediately to prevent damage to roof and possible collapse. Do not use metal tools to remove the ice or snow as this can damage the paint and/or Galvalume coatings. Also, be careful around plumbing pipes and flashings.

Be extremely careful if your roof has Light Transmitting Panels. THESE PANELS WILL NOT SUPPORT A PERSON'S WEIGHT AND WILL BE DIFFICULT OR IMPOSSIBLE TO SEE IF THEY ARE COVERED WITH ICE AND SNOW.

## *Section 8.0 – Additions to Roof*

All additions to the roof, including but not limited to, roof curbs, pipe penetrations and HVAC units must be approved in writing by McElroy Metal before work commences. All work must be performed by a McElroy Metal "Certified Installer".

## *Section 9.0 – Dissimilar Materials*

Never allow your roof to come in contact with, or water runoff from, any dissimilar metal including but not limited to:

- copper
- lead
- graphite
- mortar or cement

Failure to adhere to this requirement will cause your roof to rapidly deteriorate due to galvanic corrosion and will void all warranties. Common abuses of this requirement include: lead hats for plumbing vents, copper lightning rods and/or cable, copper trim, existing copper gutter that drains water onto your new roof, and condensate from rooftop AC units draining onto roof.

## *Section 10.0 – Paint and Coating*

Remove smudge marks from bare Galvalume. Formula 409 has proven to be somewhat effective. Lightly rub with a clean cloth and rinse with water. Do not rub more than required to remove smudge. No product will remove all smudge marks.

Remove rust stains. Soft Scrub has proven to be somewhat effective. Lightly rub with a soft cloth and rinse with water. Do not rub more than required to remove stain. No product will completely remove rust stains.

To touch-up scratches in paint (not to bare metal), clean area to be painted with mineral spirits. Rinse thoroughly and dry. Using a small artist's brush, lightly apply the absolute minimum amount of touch-up paint required to fill the scratch. Use only touch-up paint supplied by manufacturer.

**Store Information**
Service Center #11
613 North Bierdeman Road
Pearl, MS 39208
Phone Number: (601) 718-0270
Fax Number: (601) 718-0273
Email: servicecenter11@mcelroymetal.com

McELROY METAL SERVICE CENTER

# CUSTOMER ORDER

**Order No:** 061102024100
**Order Date:** 10/02/2023
**Transaction No:** 65062
**Order Status:** Order Procured

**Customer Information**
Customer Number: 061103000470
Address Info:
**ASSOCIATED CONTRACTORS INC**
**PO BOX 16521**
**HATTIESBURG, MS 39404**
Phone Number(Work): (601) 213-5638
Email:
OFFICE@ASSOCIATED-CONTRACTORS.COM
PO Number: Fire Station #7 Hattiesbu

**Shipping Information**
Pickup From Store

| Line No | O/S | Taxable | Item Number | Description | Qty | Length | U/M | Ext. Qty | Price | Ext. Price |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | O | Y | 22912 | M-COR GALVALUME PLUS 26 GA X 38 9/16 GP80 | 45 | 13' 0" | LF | 585.00 | | |
| | Packaging: 5 | | | | | | | | | |
| 2 | O | Y | 48138 | FLAT SHEET GALVALUME PLUS 26 GA X 41 9/16 | 10 | 10' 1" | LF | 100.80 | | |
| | Packaging: 5 | | | | | | | | | |
| 3 | O | Y | 93677 | #12-14 X 1 1/4" SD SEALER PLAIN | 1200 | | EA | 1,200.00 | | |
| 4 | O | Y | 93697 | 1/4-14 X 7/8" LAP SD SEALER PLAIN | 600 | | EA | 600.00 | | |
| 5 | O | Y | FUELSC | FUEL SURCHARGES | 1 | | EA | 1.00 | | |

***Note: O = Open; S = Shipped***

**Number of Items:** 5
**Total Weight:** 2,019.07

**Non Tax Items:**
**Taxed Items:**
**Sub Total:**
**Sales Tax (7.000%):**
**Total Amount:**
**Total Paid:**
**Balance Due:**



10/02/2023 11:49:49 AM

*This is an Order for the materials listed only. It does not include any construction or a completed building. If additional material is needed, it must be purchased at current price. Pricing is subject to change without notice. McElroy Metal Service Center does not engage in, nor is it responsible for the following: general contracting, proper installation of material, endorse or recommend specific contractors for installation, guarantee work performed by any contractor. Any contractors' names provided by McElroy Metal Service Center are offered only as a convenience to our customers, and we strongly*

**LIMITED EXTERIOR BUILDING PRODUCT FINISH/BASE METAL WARRANTY**

ENGLERT™

***Revision 7 - Issued 5/1/2022***

## I. INTRODUCTION

Englert, Inc., Perth Amboy, New Jersey, *(hereinafter referred to as "Englert")* hereby offers the following paint finish warranties and base metal warranties to only the original and first owner(s) of the project and/or building where Englert's coil and flat stock is used for formed roofing, fascia, mansard, wall panels, siding and soffit applications *(hereinafter to be referred to as "Product")*. The warranted paint systems will be the PermaColor 3500 ULTRA-Cool® low gloss, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors which is comprised of a full-strength 70% Kynar 500®/ Hylar 5000® Fluorocarbon**.** Aluminum will only be offered as a prepainted product. Galvalume® will be offered in prepaint, or as an acrylic coated mill finish product in an AZ55 coating weight. Englert warrants that its Products, upon delivery, will be free from defects, excluding any freight damage. *(The term "the material will be free from defects" does not include waviness present in the flat/planer areas of Englert's product, due to inconsistency in the metal making process and uneven substrates over which the product in applied, which the industry has accepted as being prevalent and normal.)* Waviness shall not be a cause for a claim under this or any other warranty.

## II. GENERAL INFORMATION

This warranty covers three separate and distinct products as outlined below:

### 1. Prepainted Aluminum Warranty

- When Prepainted Aluminum materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 40-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and a 40-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.
- When Prepainted Alumunium materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert will offer a 35-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.

### 2. Prepainted Galvalume® Warranty

- When Prepainted Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year limited warranty on the Galvalume®, a 40-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors, and a 40-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.
- When Prepainted Galvalume® materials are installed on a property that is located within one half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any period of time on prepainted Galvalume®.

### 3. Mill Finish Galvalume® Warranty

- When Mill Finish Galvalume® materials are installed on a property that is located over one-half mile from the seacoast, salt water, or brackish water, Englert will offer a 25-year warranty with an AZ55 coating weight on the base metal.
- When Mill Finish Galvalume® materials are installed on a property that is located within one-half mile from the seacoast, salt water, or brackish water, Englert does not offer any warranty for any time period on the mill finish Galvalume®.

## III. ENGLERT, INC.'S 40-YEAR PERMACOLOR 3500 AND PERMAMETALLIC 3500 PAINT FINISH WARRANTY

This portion of the warranty applies to the paint finish as outlined below. The Galvalume® base metal is covered in Section IV.

***The paint finish on Englert's PermaColor 3500 and PermaMetallic 3500 is comprised of a full-strength 70% Kynar 500® /Hylar 5000® fluorocarbon paint which will not:***

A. Chip, crack, check, or peel. *(These terms shall not mean deviations to the paint finish as a result of exposed raw edges, or as a result of roll-forming, embossing, and end cutting of Product, which may occur in and during proper fabrication of the Product.)*

B. Chalk in excess of eight (8) numerical ratings, when installed 0 degrees to 86 degrees from vertical, when measured in accordance with the standard test procedures as specified under ASTM D4214.

C. Fade in excess of five (5) Delta E Units (NBS), when installed 0 degrees to 86 degrees from vertical, measured on exposed painted surfaces which have been cleaned of external deposits, as determined under ASTM D-2244, Paragraph 6.3. Color change shall be measured on an exposed, painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed, painted surface, equally exposed to the sun and elements.

This paint finish warranty applies only to Englert's pre-painted coils and flat stock in steel or aluminum used for formed roofing, fascia, mansard, wall panels, siding, and soffit applications and only to **Product erected within the Continental United States** and has been exposed to normal atmospheric conditions. This warranty does not apply to product exposed at any time to corrosive or aggressive atmospheric conditions, including, but not limited to:

1. Areas subject to salt-water marine atmospheres or to spraying of either salt or fresh water. (Except pre-painted aluminum.)
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, salt, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty **DOES NOT APPLY** in the event of:

1. Bends less than 4T inside bend diameter for all coil and flat stock thicknesses.
2. Roof or sections of the roof flatter than ¼:12 slope.
3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection including damage caused by walking on the roof.
4. Forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension.
5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
6. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may cause product failure.**
7. Failure to remove debris from overlaps and all other surface of the sheets or panels.
8. Damage caused to the metallic coating by improper forming (*including, but not limited to, roll forming, press braking or embossing*) or scouring or cleaning procedures.
9. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
10. Presence of damp insulation, soil, vegetation, cement, or other corrosive materials in contact with or in close proximity to the sheets or panels.
11. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with aluminum and Galvalume panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (*e.g., with elastomeric grommets*) to prevent dissimilar metal contact.
12. Failures caused by acts of God, falling objects, external forces, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
    a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells laminates as a result of cleaning, rain, etc.; (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.

On prepainted aluminum product located less than a half mile from a seacoast, salt water, or brackish water, annual maintenance must be performed by the owner(s) including annual "sweet water" (*fresh tap water*) rinse in accordance with AAMA 610.1-1979 *(copy available upon request)*. It will be the owner's responsibility to maintain records to demonstrate this maintenance has occurred and such records must be produced to Englert upon request. Failure of the owner to produce the maintenance records upon request will void the warranty and Englert shall have no further obligation under the warranty. The Product must not be cleaned with abrasive or chemical cleaners. The use of any such cleaners will void the warranty and Englert shall have no further obligation under the warranty.

This paint finish warranty is strictly limited to the Product as outlined herein and shall not apply to failures, leaks, or consequential damages caused by application of the Product. This paint finish warranty is offered to the original owner(s) only, who is the registered purchaser of the Product, and is not transferable or assignable. Englert expressly precludes others from claiming, representing, or implying that this paint finish warranty extends to or is available to anyone other than the original and first owner(s). It is the responsibility of the building owner(s) to maintain such identification records for purposes of exercising the rights under this paint finish warranty throughout the duration of the paint finish warranty period.

All claims must be submitted in writing to Englert within the paint finish warranty period and within thirty (30) days after discovery of the claimed defect. Failure to timely submit a claim shall constitute a material breach of the Warranty and Englert will not provide any coverage under this for any claim that is not submitted within the thirty (30) day time period. The claim must describe the defect and refer to the paint finish warranty, date of issuance, and include the name of the contractor and invoice of purchase. Englert will then examine the Product or cause it to be examined. If after inspection by Englert it is determined that the claim is valid and in accordance with the terms of the Warranty, Englert agrees at its option to repair or replace the defective Product.

Englert will assume 100% of the cost of refinishing or replacing Product on a non-prorated basis for 25-years, 35-years, or 40-years (in accordance with the applied warranty as outlined in Section I) from the date of installation. The basis for computing cost of refinishing or replacing Product shall be at the current market price. Englert will have sole discretion as to whether the Product is to be refinished, or replaced. If Englert determines that refinishing is the appropriate measure to be taken, then the building owner(s) shall extend a license to Englert or to any of its authorized representatives or contractors to proceed with uninterrupted work for such refinishing. The building owner(s) shall indemnify and hold Englert or any of its agents, authorized representatives, or contractors, harmless from any damages or claims arising out of or connected with such refinishing, provided that such indemnification shall not extend to acts of negligence by Englert, its agents, employees, authorized representatives or contractors.

In the event replacement of Product is deemed necessary by Englert, it shall mean and is limited to Englert furnishing replacement Product only, F.O.B. Perth Amboy, New Jersey. **The term "replacement" does not include labor costs of Product removal, fabrication, or installation.** The refinished or replaced product shall be warranted for the unexpired term of the original warranty. This paint finish warranty does not confer upon the owner(s) the right to refinish, restore, repair, or replace Product without a written authorization executed by a duly authorized officer of Englert. Any restoration, refinishing, repairing, or replacement of Product not authorized in writing by a duly authorized officer of Englert shall result in this warranty becoming null and void.

## IV. ENGLERT, INC.'S LIMITED 25-YEAR GALVALUME® BASE METAL WARRANTY

This portion of the warranty applies to the base metal of Galvalume® as outlined below. The paint finish is covered in Section III.

Englert offers the following base metal warranty on Galvalume® AZ55 to the original and first owner(s). Englert warrants that the base metal of Galvalume® will not rupture, fail structurally, or perforate due to exposure to normal atmospheric conditions, **if erected within the Continental United States**. Visual or cosmetic variations caused by weathering of mill finish Product or variations in spangle are specifically excluded from this base metal warranty. The Product shall be free from material defects, excluding any freight damage. This warranty shall commence from the date of the completion of the installation of all of the Product at the project. The warranty shall apply for the following time periods:

A. 25-years on prepainted Galvalume® or Galvalume Mill Finish Acrylic Coated AZ55 coating weight, **excluding product that is installed less than half a mile from the seacoast, salt water or brackish water**. The warranty does not apply for product installed less than a half mile from the seacoast, salt water, or brackish water.

This warranty **DOES NOT APPLY** to coil and flat stock exposed at any time to corrosive or aggressive atmospheric conditions, including, **BUT NOT LIMITED TO**:

1. Areas subject to salt-water marine atmospheres or to spraying of either salt or fresh water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, salt, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or piping or areas in contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty **DOES NOT APPLY** in the event of:

1. Bends less than 4T inside bend diameter for all coil and flat stock thicknesses.
2. Roof or sections of the roof flatter than ¼:12 slope.
3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection including damage caused by walking on the roof.
4. Forming which incorporates severe reverse bending or which subjects the coating to alternate compression and tension.
5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
6. Any form of moisture entrapment resulting from, but not limited to, the improper handling, fabrication and/or installation of the product. **Moisture entrapment due to the improper handling, fabrication, and/or installation of the product may cause product failure**
7. Failure to remove debris from overlaps and all other surface of the sheets or panels.
8. Damage caused to the metallic coating by improper forming (*including, but not limited to, roll forming, press braking or embossing*) or scouring or cleaning procedures.
9. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
10. Presence of damp insulation, soil, vegetation, cement, or other corrosive materials in contact with or in close proximity to the sheets or panels.
11. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with Galvalume panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (*e.g., with elastomeric grommets*) to prevent dissimilar metal contact.
12. Failures caused by acts of God, falling objects, external forces, hurricanes, explosions, fires, riots, civil commotions, acts of war, terrorist acts or radiation.
13. The installation of any unapproved fixture, attachment, device, equipment, accessory, or appurtenance to, upon, or through the Product, including but not limited to, snow guards, lightning protection, solar panels, or communications devices. Englert reserves the sole and exclusive right to approve the installation of any such fixture, attachment, device, equipment, or accessory. This approval shall be in writing and must be signed by an authorized officer of Englert.
    a. Regardless of any installation approval by Englert, any Product failure caused by, arising from, or relating to the installation of any such products or devices as listed above voids this warranty.

The limited warranty does not extend to, or cover: (a) any damage to the coating system caused by the installation of the photovoltaic cells laminates; (b) any damage to coating system caused by removal of the photovoltaic cells laminates; (c) any differential fade or chalk caused by removal of, differential shielding by or reflection of light by the photovoltaic cells laminates; (d) damage, discoloration, differential fade or chalk due to run off from the photovoltaic cells laminates as a result of cleaning, rain, etc. (e) any damage caused by water entrapment by the photovoltaic cells laminates; or (f) any deficiency in the cleaning, photovoltaic cells laminates pretreatment, or failure of the photovoltaic cells laminates for any reason. This limited warranty will only extend to, or cover applications of photovoltaic cells laminates where the photovoltaic cells laminates are applied over profiles where there are no panel ribs or where striations are either absent or are less than or equal to 15 degrees.

This limited base metal warranty applies only to Product used for formed roofing, fascia, mansard, wall panels, siding, and soffit applications and only to **Product erected within the Continental United States** which have been exposed to normal atmospheric conditions. It does not apply to Product that has been exposed to corrosive or aggressive atmospheric conditions, as defined and described above.

This base metal warranty is strictly limited to the Product as identified above and shall not apply to failures, leaks, or consequential damages caused by application of the Product. This base metal warranty is offered to the original owner(s) only, who is the registered purchaser of the Product, and is nontransferable or assignable. Englert expressly precludes others from claiming, representing or implying that this warranty extends to or is available to anyone other than the original and first owner(s). It is the responsibility of the owner(s) to maintain such identification records for purposes of exercising the rights under this base metal warranty throughout the duration of the base metal warranty period.

All claims must be submitted in writing to Englert within the base metal warranty period and within thirty (30) days after discovery of the claimed defect. Failure to timely submit a claim shall constitute a material breach of the Warranty and Englert will not provide any coverage under this for any claim that is not submitted within the thirty (30) day time period. The claim must describe the defect and refer to this base metal warranty number and the date of issuance, and to include the name of the contractor and invoice of the purchase. Englert will then examine the Product or cause it to be examined. If, after inspection, it is determined by Englert that the claim is valid in accordance with the terms of the base metal Warranty, Englert agrees, at its option, to repair or replace the defective Product. Englert will assume 100% of the cost of repairing or replacing Product for a 25-year metal limited warranty for a 40-year limited warranty on PermaColor 3500 ULTRA-Cool® low gloss paint colors and a 40-year limited warranty on PermaMetallic 3500 ULTRA-Cool® low gloss paint colors.

A limited base metal warranty of 25-years is given for Mill Finish Galvalume AZ55. This is outlined in Section IV; A and B, above. The basis of computing cost of repairing or replacing Product shall be the current market price. Englert has sole discretion as to whether the Product shall be the current market price. Englert has sole discretion as to whether the Product is to be repaired or replaced. If Englert determines that repairing is the most appropriate measure to be taken, the owner(s) shall extend a license to Englert or to any of its authorized representatives or contractors to proceed with uninterrupted work for such repairing of Product. The owner(s) shall indemnify and hold Englert or any of its agents, authorized representatives, or contractors, harmless from any damages or claims arising out of or connected with such repair, provided however, that such indemnification shall not extend to acts of negligence by Englert, its agents, employees authorized representatives or contractors.

Repaired or replaced Product shall be warranted for the unexpired term of the original base metal warranty. The term "replacement" shall mean and is limited to Englert furnishing replacement Product only F.O.B., Perth Amboy, New Jersey. **The term "replacement" does not include labor costs of Product removal, fabrication, or installation.** This base metal warranty does not confer upon the owner(s) the right to refinish, restore, repair, or replace product without a written authorization executed by a duly authorized officer of Englert. Any restoration, refinishing, repairing, or replacement of Product not authorized in writing by a duly authorized officer of Englert shall result in this warranty becoming null and void.

Inconsistencies, such as waviness or oil canning, of the flat/planer surfaces of Englert's Product are not a defect and are expressly excluded from this base metal warranty as this is considered an inherent characteristic of the Product when roll-formed. On Mill Finish Galvalume, both passivated and acrylic coated, uniform visual appearance is not guaranteed. If uniform visual appearance is necessary or desired then a prepainted product should be purchased.

**V.** **General Terms of All Warranties Contained Within This Certificate**

A. **DISCLAIMER OF ALL OTHER WARRANTIES: ENGLERT'S WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES. ENGLERT PROVIDES NO OTHER WARRANTIES BEYOND THE DESCRIPTION OF THE WARRANTIES PROVIDED HEREIN. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS OF USE FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.**

B. The purchased product warranties contained in this certificate are not valid unless issued by Englert, duly signed by an authorized officer of Englert for the Product on a specific project, identifying its name and location and proof of purchase of the Product from Englert. The warranty certificate must be completed and submitted to Englert. The provisions hereof shall constitute the owner's exclusive remedy for breach of warranty, given under this certificate. Englert shall not be liable to the owner(s) for incidental, special or consequential damages for breach of any written or implied warranty on the Product or its application and under no circumstances shall Englert be responsible for any consequential damages or loss to the building, its contents or other material.

C. Some states do not allow the exclusion or limitation of incidental or consequential damages or the disclaimer of implied warranties, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights, which vary, from state to state. In the event that any provisions of this Warranty are found to be invalid or unenforceable by a court of competent jurisdiction, all other provisions shall remain in full force and effect.

D. This certificate covers any and all agreements under this Warranty, either expressed or implied, and shall not be modified or extended, except in writing by an authorized officer of Englert.

E. Failure to apply for any of the warranties herein within thirty (30) days of substantial completion of the component of the building of which the Product is a part shall result in all warranty/warranties becoming null and void.

F. The parties agree that the warranties in this certificate shall be governed by, construed, and enforced in accordance with the laws of the State of New Jersey. Legal action to construe or enforce any of the warranties in this certificate shall be brought in a Court of competent jurisdiction in Perth Amboy, NJ, USA. The owner(s) expressly agree to submit to the jurisdiction and laws of the courts as set forth above.

G. No waiver of any provision or condition of this Warranty by Englert, through the course of performance, action, or otherwise, shall be construed by the owners(s) to be a waiver of any other provision or condition of the Warranty.

H. In the event of any litigation or alternative dispute resolution proceeding arising out of, under, related to, or in connection with this Warranty, the prevailing party shall be entitled to recover all of its reasonable attorney's fees and costs from the non-prevailing party, including but not limited to, pre-trial, trial and appellate levels.

ENGLERT™

No. WRF_66544

| | | | |
|---|---|---|---|
| Customer Name: | ASSOCIATED CONTRACTORS INC | Architect: | Landry, Lewis, Germany Architects, |
| Customer Address: | 5729 U S Highway 49 | General Contractor: | Associated Contractors |
| City/State/Zip Code: | Hattiesburg,MS 39401-7769 | Project Name: | Fire Station #7 Re-Roof |
| Telephone No.: | | Project Location: | 46 Parkway Blvd Hattiesburg MS 39401 |
| Order Date: | 1/27/2022 | Project Completion Date: | 11/27/2023 |
| Invoice Number(s): | 1E0000074268 | Panel Profile: | 1 3/4' Series-2000 |
| Material Lot Numbers: | M00000945261001,M00000945261008,M00000945261009,M00000945261003,M00000945261007,,,M00000000896851, | Project Size in Sq.Ft | Roof/Panels: 6,500 3000<br>Components: Government |
| | | Within ½ mile from seacoast, salt water, brackish water | Yes No |
| Color: | GALVPL | New Roofing/Paneling | Re-Roof Y |
| Building Owner(s) | Hattiesburg | Contracting Method: | |
| Owner Location: | Hattiesburg | | |

By _____ _____ Title CFO on this 1/5/2024

( Michael Bauersfeld )

# MCELROY METAL
# GALVALUME® LIMITED WARRANTY
# APPLICABLE PRODUCTS: ALL MCELROY GALVALUME® PRODUCTS

**McElroy Metal warrants to the buyer that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted or unpainted steel building roofing and siding panels, if erected within the United States will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions for the warranty periods listed below.**

- 45 years for AZ 55 Galvalume substrate, bare or acrylic coated
- 50 years for AZ 50 Galvalume substate, painted

**This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive environmental conditions, including but not limited to:**

1. Areas subject to salt water marine atmospheres or constant spraying of either salt or fresh water.
   (A) Coastline with breaking surf 1,500 feet
   (B) Coastline with large bay 800 feet
   (C) Coastline with marsh 400 feet
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste, or its decomposition by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or areas where the Galvalume sheet is in contact with lead or copper. 4.Conditions / circumstances where corrosive fumes or condensates are generated or released inside the building. 5.Changes in the normal atmospheric conditions to which the sheet is exposed may be the basis for a reduction in length or invalidation of the stated warranty.

**This warranty DOES NOT APPLY in the event of:**

A. Bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker.
B. Slopes of the roof or sections of the roof flatter than 1/4:12.
C. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, or erection.
D. Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of sheets or panels.
F. Failure to remove debris such as dirt, leaves, and rubbish from overlaps and all other surfaces of the sheets or panels.
G. Damage caused to the metallic coating by improper forming, scouring or cleaning procedures.
H. Deterioration of the panels caused by contact with green, wet or pressure treated lumber or wet storage stain caused by water or condensation.
I. Presence of damp insulation, soil, vegetation, or other corrosive materials in contact with or in close proximity to the panel.
J. Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume roofing or siding panels rest solely with the Buyer. Fasteners are to be insulated from panel surface (elastomic grommets) to prevent dissimilar metal contact.
K. Failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.
L. Failure due to use in manner not intended or improper storage or handling.
M. Failure due to edge corrosion or misapplication of McElroy's material.

**This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:**

1. McElroy Metal's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at McElroy Metal's sole option replacing nonconforming panels.
2. McElroy Metal shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet or for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming.

(Continued)

# MCELROY METAL
# GALVALUME® LIMITED WARRANTY
# APPLICABLE PRODUCTS: ALL MCELROY GALVALUME® PRODUCTS

3. This warranty also applies to the material repaired or used to replace the nonconforming material, but only for the unexpired portion of the warranty period applicable to the original material.
4. Claims must be reported in writing to McElroy Metal during the warranty period and not more than thirty (30) days after detection of any apparent defects and McElroy Metal shall be given a reasonable opportunity to inspect the panels claimed to be nonconforming. Adequate identification of the material involved in the claim, including date of installation, McElroy Metal order number, and invoice number, must be established by Buyer.
5. Buyer shall exercise diligence in his inspection of sheets as received from McElroy Metal so as to mitigate repair or replacement.
6. McElroy Metal extends this warranty solely to the Buyer. This warranty is nontransferable and non-assignable.
7. McElroy Metal reserves the right to terminate this warranty at any time (except as to orders already accepted).
8. McElroy shall have no obligations under this warranty unless and until it receives payment in full for materials furnished.
9. The supplier of the Galvalume substrate has made certain warranties to McElroy which are same (or substantially similar) as the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the Galvalume warranties made to McElroy.

MCELROY METAL MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED OTHER THAN AS STATED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. McELROY SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF ANY KIND WHATSOEVER.

**Rev. 01/23**
**MM602**




# ROOF OWNER'S OPERATION AND MAINTENANCE MANUAL

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## *Section 1.0 – General Maintenance Statement*

Your new McElroy Metal roof is designed to provide many years of protection with very little maintenance. However, there is no roof that is immune to severe weather or that is completely maintenance free. To keep your roof performing as it should, a comprehensive maintenance program should be implemented. This manual will inform you of things that need to be accomplished in order to insure your roof is in good condition and that it will continue to meet your expectations through the years.

## *Section 2.0 - Safety*

SAFETY FIRST!!!

Walking on a metal roof can be dangerous. Safety should always be your number one priority when walking on, inspecting, or performing maintenance on your McElroy Metal roof system. You should always use safety equipment such as fall protection as required by OSHA and other regulatory agencies. Failure to do so could result in serious injury including death. In addition, you may also be subject to citations for non-compliance.

You should always use extreme caution when walking on metal roofs with steep slopes, near roof edges, or on roofs that are wet or covered with ice or snow. You should insure that all personnel are trained in safety procedures and that all safety equipment is in proper working condition.

When walking on a metal roof, inspecting, or performing roof maintenance, always take the following precautions:

- Use fall protection and other safety equipment as required.
- Do not walk on roof flashings such as gutter, rake, hip or ridge flash.
- Do not walk on Light Transmitting Panels (LTP's).
- Guard all LTP's and roof openings.
- Step only in the panel flat directly on or in close proximity to a supporting roof structural.

## *Section 3.0 – Inspections*

- Your McElroy Metal Roof should be inspected annually at a minimum, and whenever any of the following occur:
    - After a fire, vandalism or any known damage to the roof or an adjacent roof area.
    - After exposure to severe weather, including, but not limited to, high winds, hail, or abnormally heavy rains, ice or snow.
        - Items to check after high winds include:
            - Debris scattered on the roof
            - Loose flashing or other roof components
            - Punctures from falling or flying objects
            - Loose fasteners (Replace stripped-out fasteners by removing existing fastener; apply butyl sealant into hole; install an oversize, long-life fastener into hole)
            - Any other damage

- Items to check after a hail storm include:
  - Punctures
  - Damaged trim
  - Loose fasteners (Replace stripped-out fasteners by removing existing fastener; apply butyl sealant into hole; install an oversize, long-life fastener into hole)
  - Any other damage
- Items to check after abnormally heavy rains include:
  - Roof for ponding water
  - Gutters for ponding water
  - Roof curbs and penetrations and other special trim conditions to ensure water is not ponding upslope from these areas
  - Loose fasteners (Replace stripped-out fasteners by removing existing fastener; apply butyl sealant into hole; install an oversize, long-life fastener into hole)
  - Any other damage
- Items to check after ice or snow events include:
  - Check trim and plumbing pipes for damage from sliding ice or snow
  - Roof for ponding water
  - Roof curbs and penetrations and other special trim conditions to ensure water is not ponding upslope form these areas
  - Damage to gutters from sliding ice or snow
  - Damage to snow retention devices
  - Loose fasteners (Replace stripped-out fasteners by removing existing fastener; apply butyl sealant into hole; install an oversize, long-life fastener into hole)
  - Any other damage

o After other trades have been on the roof for any reason;

- Inspect the roof for damage caused by workers including chemical or solvent spills, scratches in the paint or Galvalume coating, excessive foot traffic and punctures.
- Make sure that any debris or scrap left behind by the workers is removed from the roof immediately.
- Avoid using cutoff saws and welding equipment over the roof. In cases where this is not possible, the roof must be adequately protected. A fire cloth is recommended.
- Items such as drill shavings, wire, metal scrap and other debris can corrode and damage the roof. Sharp pieces of metal, such as those left by a nibbler, can stick in a worker's shoes and scratch the paint as they walk on the roof.
- Mortar or concrete will etch the paint or Galvalume coating. Roof panels in areas where there is a possibility of any masonry product being spilled on them should be protected. In the event that the panels do have a masonry product spilled on them, they should be cleaned and the panels rinsed.

## *Section 3.0 – Inspections (Cont.)*

- Should any solvent or chemical be spilled on the roof, clean up immediately and thoroughly rinse the affected area. Panels should be cleaned with mild detergent.

## *Section 4.0 - Repairs*

Never allow workers to "fix" leaks by applying caulk, elastomeric membranes, plastic roof cement, etc to the roof surface. This is never a long term solution for repairing a leak. Surface applied caulks and compounds will eventually lose their bond to the metal. This will allow water to become trapped between the repair material and the roof panel, which will cause severe corrosion. Leaks at panel or trim joints, should be repaired by disassembling the metal joint and reinstalling the proper sealant between the metal layers. Leaks caused by roof punctures must be evaluated on an individual basis. In some cases, the affected roof panel may need to be replaced.

Always consult McElroy Metal before initiating repair work. McElroy Metal can give you helpful information as to how to make the repair and can give you a list of "Certified Installers" in your area that you can contact about performing the repair work.

## *Section 5.0 – Foot Traffic*

Keep foot traffic to a minimum. Heavy foot traffic can cause ponding on low pitched roofs. This is particularly true just upslope from the eave and at endlaps. Always walk in the flat of the panel near a supporting roof structural. Do not walk on trim or in gutters. On bare Galvalume roofs, excessive foot traffic may cause black burnish marks. If regular foot traffic is planned for a roof, provisions should be made for a properly designed and installed roof walkway system.

In order to limit access to the roof, roof hatches or access ladders should be locked at all times. A sign should be posted at the point of access, stating that only authorized personnel are allowed onto the roof. In addition, a log book should be kept of all visits to the roof and the reason for such visits.

## *Section 6.0 – Drainage*

In order for your roof to perform as intended, water must properly drain from the roof. Avoid the following:

- Do not allow anything to be installed on your roof that will cause water to pond.
- Keep roof free of debris and keep debris out of gutter to allow water to quickly drain from roof.
- Do not use wood blocking to hold equipment off of panel seams. This blocks the flow of water and holds moisture. Also, if the wood is treated, it may contain salts or copper sulfate which will deteriorate the roof, and void warranty coverage.
- Do not allow water to cascade onto the roof from an adjacent roof.
- Do not allow rooftop AC units or evaporative coolers to drain onto the roof. The condensate from AC contains dissolved copper ions with will cause galvanic corrosion. The water from evaporative coolers contains high salt concentrations which will cause severe corrosion. Use PVC pipe to carry the condensate to the gutter.
- Anything that traps or holds moisture on a roof, will cause premature corrosion.

## *Section 7.0 – Ice and Snow Removal*

Excessive ice and snow should be removed from the roof immediately to prevent damage to roof and possible collapse. Do not use metal tools to remove the ice or snow as this can damage the paint and/or Galvalume coatings. Also, be careful around plumbing pipes and flashings.

Be extremely careful if your roof has Light Transmitting Panels. THESE PANELS WILL NOT SUPPORT A PERSON'S WEIGHT AND WILL BE DIFFICULT OR IMPOSSIBLE TO SEE IF THEY ARE COVERED WITH ICE AND SNOW.

## *Section 8.0 – Additions to Roof*

All additions to the roof, including but not limited to, roof curbs, pipe penetrations and HVAC units must be approved in writing by McElroy Metal before work commences. All work must be performed by a McElroy Metal "Certified Installer".

## *Section 9.0 – Dissimilar Materials*

Never allow your roof to come in contact with, or water runoff from, any dissimilar metal including but not limited to:

- copper
- lead
- graphite
- mortar or cement

Failure to adhere to this requirement will cause your roof to rapidly deteriorate due to galvanic corrosion and will void all warranties. Common abuses of this requirement include: lead hats for plumbing vents, copper lightning rods and/or cable, copper trim, existing copper gutter that drains water onto your new roof, and condensate from rooftop AC units draining onto roof.

## *Section 10.0 – Paint and Coating*

Remove smudge marks from bare Galvalume. Formula 409 has proven to be somewhat effective. Lightly rub with a clean cloth and rinse with water. Do not rub more than required to remove smudge. No product will remove all smudge marks.

Remove rust stains. Soft Scrub has proven to be somewhat effective. Lightly rub with a soft cloth and rinse with water. Do not rub more than required to remove stain. No product will completely remove rust stains.

To touch-up scratches in paint (not to bare metal), clean area to be painted with mineral spirits. Rinse thoroughly and dry. Using a small artist's brush, lightly apply the absolute minimum amount of touch-up paint required to fill the scratch. Use only touch-up paint supplied by manufacturer.

**Store Information**
Service Center #11
613 North Bierdeman Road
Pearl, MS 39208
Phone Number: (601) 718-0270
Fax Number: (601) 718-0273
Email: servicecenter11@mcelroymetal.com

McELROY METAL SERVICE CENTER

**Order No:** 061102024100
**Order Date:** 10/02/2023
**Transaction No:** 65062
**Order Status:** Order Procured

# CUSTOMER ORDER

**Customer Information**
Customer Number: 061103000470
Address Info:
**ASSOCIATED CONTRACTORS INC**
**PO BOX 16521**
**HATTIESBURG, MS 39404**
Phone Number(Work): (601) 213-5638
Email:
OFFICE@ASSOCIATED-CONTRACTORS.COM
PO Number: Fire Station #7 Hattiesbu

**Shipping Information**
Pickup From Store

| Line No | O/S | Taxable | Item Number | Description | Qty | Length | U/M | Ext. Qty | Price | Ext. Price |
|---|---|---|---|---|---|---|---|---|---|---|
| 1 | O | Y | 22912 | M-COR GALVALUME PLUS 26 GA X 38 9/16 GP80 | 45 | 13' 0" | LF | 585.00 | | |
| | Packaging: 5 | | | | | | | | | |
| 2 | O | Y | 48138 | FLAT SHEET GALVALUME PLUS 26 GA X 41 9/16 | 10 | 10' 1" | LF | 100.80 | | |
| | Packaging: 5 | | | | | | | | | |
| 3 | O | Y | 93677 | #12-14 X 1 1/4" SD SEALER PLAIN | 1200 | | EA | 1,200.00 | | |
| 4 | O | Y | 93697 | 1/4-14 X 7/8" LAP SD SEALER PLAIN | 600 | | EA | 600.00 | | |
| 5 | O | Y | FUELSC | FUEL SURCHARGES | 1 | | EA | 1.00 | | |

***Note: O = Open; S = Shipped***

**Number of Items:** 5
**Total Weight:** 2,019.07

**Non Tax Items:**
**Taxed Items:**
**Sub Total:**
**Sales Tax (7.000%):**
**Total Amount:**

**Total Paid:**
**Balance Due:**



10/02/2023 11:49:49 AM

*This is an Order for the materials listed only. It does not include any construction or a completed building. If additional material is needed, it must be purchased at current price. Pricing is subject to change without notice. McElroy Metal Service Center does not engage in, nor is it responsible for the following: general contracting, proper installation of material, endorse or recommend specific contractors for installation, guarantee work performed by any contractor. Any contractors' names provided by McElroy Metal Service Center are offered only as a convenience to our customers, and we strongly*

# MCELROY METAL
# GALVALUME® LIMITED WARRANTY
# APPLICABLE PRODUCTS: ALL MCELROY GALVALUME® PRODUCTS

**McElroy Metal warrants to the buyer that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted or unpainted steel building roofing and siding panels, if erected within the United States will not rupture, fail structurally, or perforate due to exposure to normal environmental conditions for the warranty periods listed below.**

- 45 years for AZ 55 Galvalume substrate, bare or acrylic coated
- 50 years for AZ 50 Galvalume substate, painted

**This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive environmental conditions, including but not limited to:**

1. Areas subject to salt water marine atmospheres or constant spraying of either salt or fresh water.
   (A) Coastline with breaking surf 1,500 feet
   (B) Coastline with large bay 800 feet
   (C) Coastline with marsh 400 feet
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste, or its decomposition by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or areas where the Galvalume sheet is in contact with lead or copper. 4.Conditions / circumstances where corrosive fumes or condensates are generated or released inside the building. 5.Changes in the normal atmospheric conditions to which the sheet is exposed may be the basis for a reduction in length or invalidation of the stated warranty.

**This warranty DOES NOT APPLY in the event of:**

A. Bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker.
B. Slopes of the roof or sections of the roof flatter than 1/4:12.
C. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, or erection.
D. Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of sheets or panels.
F. Failure to remove debris such as dirt, leaves, and rubbish from overlaps and all other surfaces of the sheets or panels.
G. Damage caused to the metallic coating by improper forming, scouring or cleaning procedures.
H. Deterioration of the panels caused by contact with green, wet or pressure treated lumber or wet storage stain caused by water or condensation.
I. Presence of damp insulation, soil, vegetation, or other corrosive materials in contact with or in close proximity to the panel.
J. Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume roofing or siding panels rest solely with the Buyer. Fasteners are to be insulated from panel surface (elastomic grommets) to prevent dissimilar metal contact.
K. Failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.
L. Failure due to use in manner not intended or improper storage or handling.
M. Failure due to edge corrosion or misapplication of McElroy's material.

**This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:**

1. McElroy Metal's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at McElroy Metal's sole option replacing nonconforming panels.
2. McElroy Metal shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet or for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming.

(Continued)

# MCELROY METAL
# GALVALUME® LIMITED WARRANTY
# APPLICABLE PRODUCTS: ALL MCELROY GALVALUME® PRODUCTS

3. This warranty also applies to the material repaired or used to replace the nonconforming material, but only for the unexpired portion of the warranty period applicable to the original material.
4. Claims must be reported in writing to McElroy Metal during the warranty period and not more than thirty (30) days after detection of any apparent defects and McElroy Metal shall be given a reasonable opportunity to inspect the panels claimed to be nonconforming. Adequate identification of the material involved in the claim, including date of installation, McElroy Metal order number, and invoice number, must be established by Buyer.
5. Buyer shall exercise diligence in his inspection of sheets as received from McElroy Metal so as to mitigate repair or replacement.
6. McElroy Metal extends this warranty solely to the Buyer. This warranty is nontransferable and non-assignable.
7. McElroy Metal reserves the right to terminate this warranty at any time (except as to orders already accepted).
8. McElroy shall have no obligations under this warranty unless and until it receives payment in full for materials furnished.
9. The supplier of the Galvalume substrate has made certain warranties to McElroy which are same (or substantially similar) as the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the Galvalume warranties made to McElroy.

MCELROY METAL MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED OTHER THAN AS STATED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. McELROY SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF ANY KIND WHATSOEVER.

**Rev. 01/23**
**MM602**

# Workmanship
# WARRANTY

***Associated Contractors, Inc.***
PO Box 16521
Hattiesburg, MS 39404
P: 601-213-5638

Date: **11.27.23**
To: Fire Station #7
ATTN:
46 Parkway Blvd
Hattiesburg, MS 39759

From: Associated Contractors, Inc.

We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one year.
Within the guaranty period, if repairs or changes are requested in connection with guaranteed work which, in the opinion of the manufacturer, are rendered necessary as a result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly (7 days), upon receipt of notice from and without expense to the Owner, place in satisfactory condition in every particular, all such guaranteed work, correct all defects therein and make good all damages to the building, site, equipment or contents thereof which, in the opinion of the manufacturer, is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the contract; and make good any work or materials or the equipment and contents of said buildings or site disturbed in fulfilling any such guaranty.

If after notice, the Contractor fails to proceed promptly to comply with the terms of the guaranty, the Owner may have the defects corrected and the Contractor and his Sureties shall be liable for all expense incurred.
All special guarantees applicable to definite parts of the work stipulated in the project manual or other papers forming part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guaranty.

Signed: _____ Dated: 11.27.23
Casey Schmidt – Vice President

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 106166
JULIA MARIE SUMRALL
Commission Expires
July 25, 2025
JONES COUNTY

State of Mississippi
County of Jones

Personally appeared before me, the undersigned authority in and for the said county and state on this 11th day of November 2023, within my jurisdiction, the within named Casey Schmidt who acknowledged that he executed the above and foregoing instrument.

Signature _____
My commission expires: 7/25/25

# FIELD REPORT 01

| | |
|---|---|
| **To:** **City of Hattiesburg**<br>200 Forrest Street<br>Hattiesburg, Mississippi 39401<br>**Attn**: **Marybeth Bergin**<br><br>**Ph:** **769-299-7699** | **Date:** **October 17, 2023**<br><br>**CN:** **23-3982**<br><br>**Re:** **Fire Station 7 Re-Roof**<br><br>**Cc:** **File, Marybeth Bergin, Ann Jones, Raymond Hudson, Shane Germany AIA, Lisa Williams** |

**Note:** Below is a field report for your information with reference to the above-mentioned project. Please correct any noted items, provide any requested information, or provide any necessary response. Please feel free to contact me if you have any questions or comments.

| | |
|---|---|
| 1. | I visited the job site to verify work in progress and materials stored on-site. |
| 2. | Attached is a weather condition image. |
| 3. | On-site working were (1) Superintendent and (5) workers. |
| 4. | The contractor replaced metal canopies R3 and R4. Canopy R2 was disassembled and ready for new metal panels |
| 5. | Contractors removed the metal wall panels on the south facing wall. |
| 6. | 3/4” Plywood decking is stored on site awaiting installation. |
| 7. | The metal roof panels on the north facing roof R1 were being removed and placed on a trailer to be disposed of offsite. |
| 8. | The contractor is using dump trailers for trash containment. |
| 9. | Contractor needs to clean site of construction related debris daily prior to vacating the site. |
| 10. | Some wood fascia nailers along the rake edges of roof R1 have been exposed - the integrity has not been compromised. I instructed the contractor to remove any damaged nailers encountered with new, and to wrap all nailer conditions with membrane like the construction drawings - The contractor agreed to follow the drawing detail. |
| 11. | The contractor made me aware the underlayment had not come in so they would be using a temporary green underlayment. The temporary underlayment dry-in material and fasteners are on site awaiting to be installed after they removed the panels on the north facing roof. |
| 12. | Adjust framing corner as required for new installation of materials. |

Signed: **Guillermo G. Avalos**



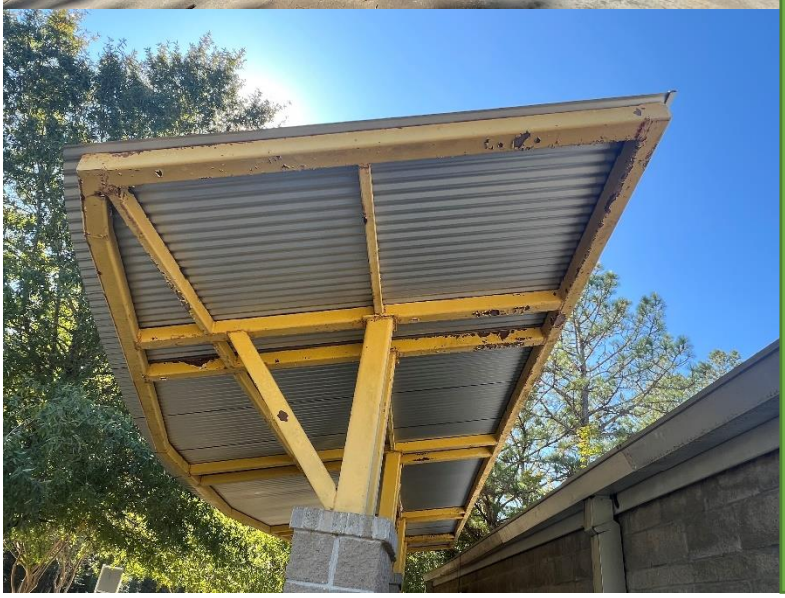

Item 2.) - Attached is a weather condition image.




Item 3.) - Onsite working was (1) Superintendent and (5) workers.

Item 7.) - The metal roof panels on the north facing roof R1 where being removed and placed on a trailer to be disposed of offsite.



Item 4.) - The contractor replaced metal canopies R3 and R4. Canopy R2 was disassembled and ready for new metal panels



Item 4.) – Continued



Item 5.) – Contractors removed the metal wall panels on the south facing wall.



Item 6.) –3/4” Plywood decking is stored on site awaiting installation.

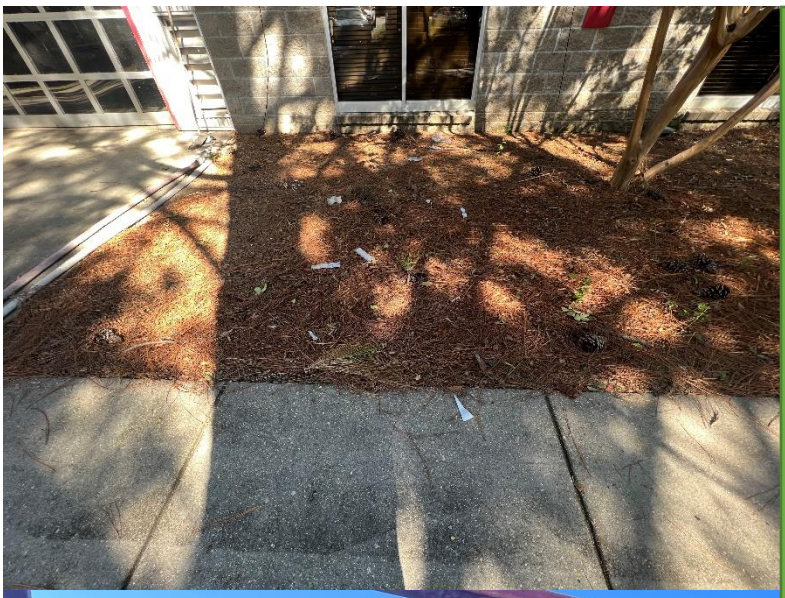


Item 6.) – Continued



Item 8.) – The contractor is using dump trailers for trash containment.





Item 9.) – Contractor needs to clean site of construction related debris daily prior to vacating the site.

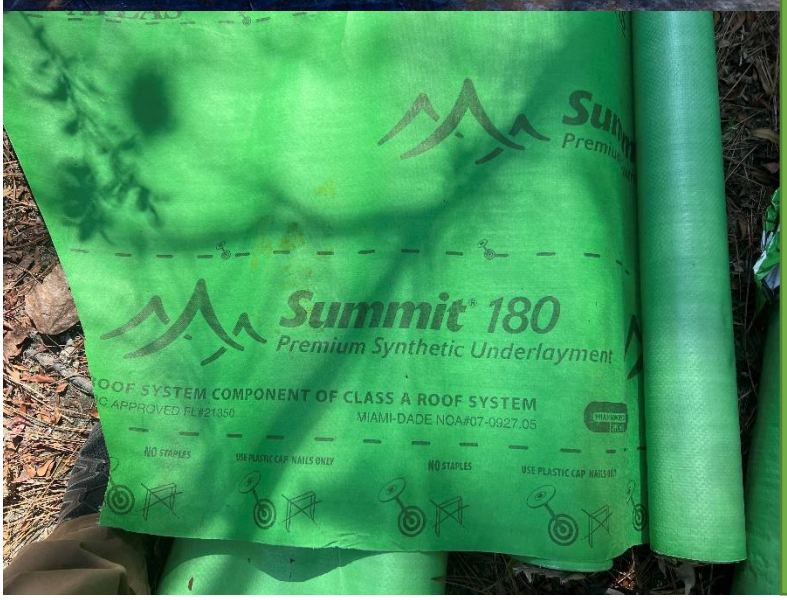


Item 10.) – Some wood fascia nailers along the rake edges of roof R1 have been exposed - the integrity has not been compromised. I instructed the contractor to remove any damaged nailers encountered with new, and to wrap all nailer conditions with membrane like the construction drawings - The contractor agreed to follow the drawing detail.










Item 11.) – The contractor made me aware the underlayment had not come in so they would be using a temporary green underlayment. The temporary underlayment dry-in material and fasteners are on site awaiting to be installed after they removed the panels on the north facing roof.







Item 11.) – Continued



Item 12.) – Adjust framing corner as required for new installation of materials.

Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

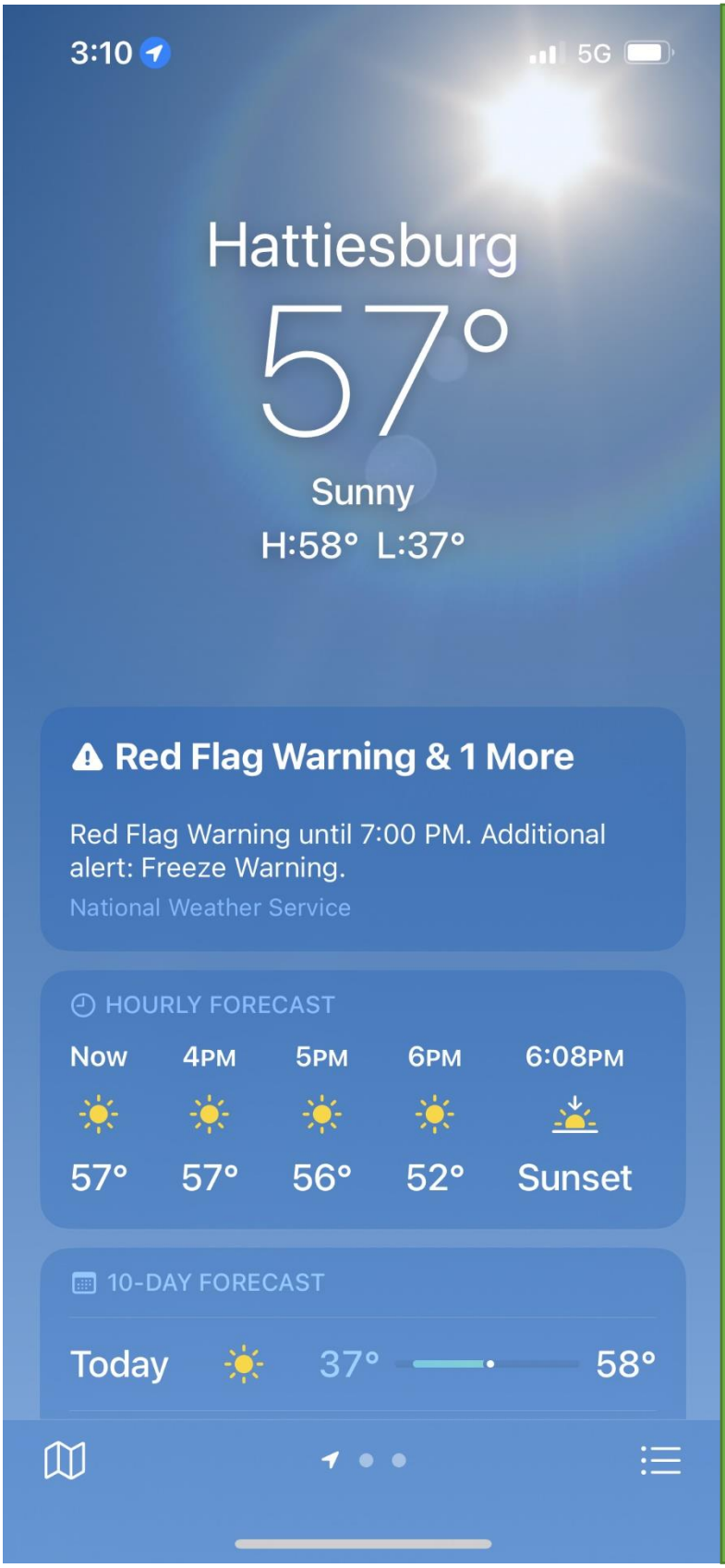
# FIELD REPORT 02

| | | | |
|---|---|---|---|
| **To:** | **City of Hattiesburg**<br>200 Forrest Street<br>Hattiesburg, Mississippi 39401 | **Date:** | **November 01, 2023** |
| **Attn**: | **Marybeth Bergin** | **CN:** | **23-3982** |
| **Ph:** | **769-299-7699** | **Re:** | **Fire Station 7 Re-Roof** |
| | | **Cc:** | **File, Marybeth Bergin, Ann Jones, Raymond Hudson, Shane Germany AIA, Lisa Williams** |

**Note:** Below is a field report for your information with reference to the above-mentioned project. Please correct any noted items, provide any requested information, or provide any necessary response. Please feel free to contact me if you have any questions or comments.

| | |
|---|---|
| 1. | I visited the jobsite to verify work in progress and materials stored on site. |
| 2. | Attached is a weather condition image. |
| 3. | Onsite working were (1) Project Manager and (3) workers. |
| 4. | The contractor replaced metal canopies R3, R4 and R2. |
| 5. | Contractor removed the metal wall panels above the garage bay doors and replaced an incorrect “J” molding termination at the wall panels that was causing water to run into the walls. |
| 6. | 3/4” Plywood decking has been installed. |
| 7. | The contractor used Simpson clips to install the roof deck panels. |
| 8. | The underlayment was mostly installed - Contractor is to verify installation requirements in cold weather. |
| 9. | I verified the metal gauges with a micrometer and found all to be per specifications and submittals. |
| 10. | Contractor needs to clean site of construction related debris daily prior to vacating the site. |
| 11. | Contractor needs to remove any installed metal panels at drip edges to install one layer of peel and stick counterflashing over the nailing flange – see drawing detail 5/A1.0. |
| 12. | The metal panel forming machine is on site with coil rolls of material. |
| 13. | Adjust framing corners as required for new installation of materials -The installed (2) metal corners facing the street are poorly done as a result and need to be re-worked to fit tight like the opposite side. |
| 14. | The contractor needs to replace (1) metal fan curb per raised curb detail 6/A1.0. Currently the curb has a rusted cap, box and flanges which will result in leakage. The top of the curb cap is sloping toward the fan which traps water into the building and is causing the galvanic corrosion due to standing water and dissimilar metal in contact. The box also sits about 5/8” too high and will cause oil canning in the roof metal panels. |
| 15. | Adjust fascia metal to align properly. |

Signed: **Guillermo G. Avalos**




Item 2.) - Attached is a weather condition image.








Item 4.) - The contractor replaced metal canopies R3, R4 and R2.

Item 5.) - Contractors removed the metal wall panels above the garage bay doors and replaced an incorrect “J” molding termination at the wall panels that was causing water to run into the walls.



Item 6.) – 3/4” Plywood decking has been installed.




Item 7.) – The contractor used Simpson clips to install the roof deck panels.




Item 8.) – The underlayment was mostly installed - Contractor is to verify installation requirements in cold weather.



Item 8.) – Continued




Item 9.) – I verified the metal gauges with a micrometer and found all to be per specifications and submittals.






Item 9.) – Continued



Item 10.) – Contractor needs to clean site of construction related debris daily prior to vacating the site.





Item 11.) – Contractor needs to remove any installed metal panels at drip edges to install one layer of peel and stick counterflashing over the nailing flange – see drawing detail 5/A1.0.



Item 12.) – The metal panel forming machine is on site with coil rolls of material.









Item 13.) – Adjust framing corners as required for new installation of materials -The installed (2) metal corners facing the street are poorly done as a result and need to be re-worked to fit tight like the opposite side.



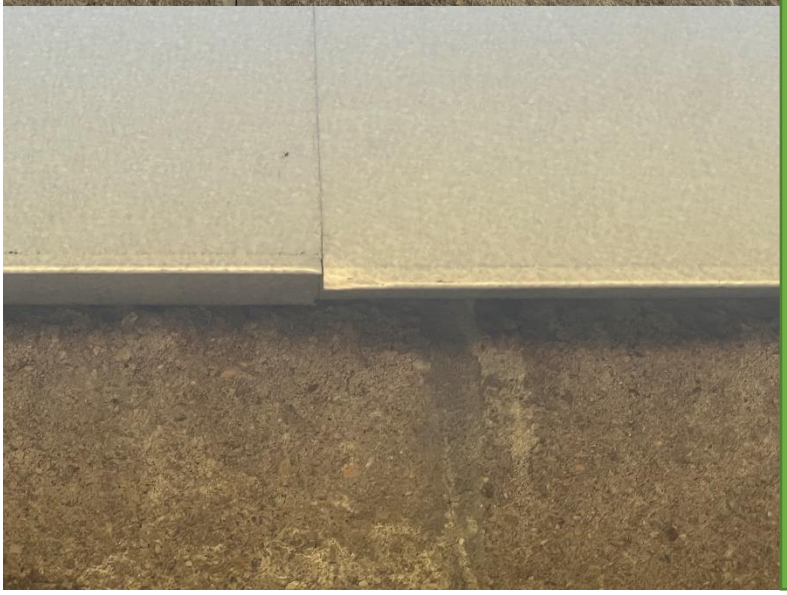




Item 14.) – The contractor needs to replace (1) metal fan curb per raised curb detail 6/A1.0. Currently the curb has a rusted cap, box and flanges which will result in leakage. The top of the curb cap is sloping toward the fan which traps water into the building and is causing the galvanic corrosion due to standing water and dissimilar metal in contact. The box also sits about 5/8" too high and will cause oil canning in the roof metal panels.







Item 15.) – Adjust fascia metal to align properly.

Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

# FIELD REPORT 03

| | | | |
|---|---|---|---|
| **To:** | **City of Hattiesburg**<br>200 Forrest Street<br>Hattiesburg, Mississippi 39401 | **Date:** | **November 10, 2023** |
| **Attn**: | **Marybeth Bergin** | **CN:** | **23-3982** |
| **Ph:** | **769-299-7699** | **Re:** | **Fire Station 7 Re-Roof** |
| | | **Cc:** | **File, Marybeth Bergin, Ann Jones, Raymond Hudson, Shane Germany AIA, Lisa Williams** |

**Note:** Below is a field report for your information with reference to the above-mentioned project. Please correct any noted items, provide any requested information, or provide any necessary response. Please feel free to contact me if you have any questions or comments.

| | |
|---|---|
| 1. | I visited the jobsite to verify work in progress and condition of site. |
| 2. | All canopies are complete. |
| 3. | All gutter laps require sealant and are leaking due to the lack of it. |
| 4. | Gutter laps need to be installed tight – currently some of the gutter laps are not acceptable. |
| 5. | Fascia trim requires gasketed fasteners @ 12” O.C. to nailer bottom. |
| 6. | Replace existing metal equipment curb cap to slope to perimeters, and not pond water. |
| 7. | Install (3) drainage junction boots – new downspouts to existing PVC pipes at rear of building. |
| 8. | Contractor needs to clean site of construction related debris daily prior to vacating the site. |
| 9. | Contractor needs to install one layer of peel and stick counterflashing over the nailing flange at rake edges – see drawing detail 5/A1.0. The sheet metal looks to be out of line – contractor needs to correct this. |
| 10. | Remove all construction related tools and equipment. |
| 11. | Contractor must properly adhere underlayment to roof deck – areas show signs of non-binding plies curling at edges. |
| 12. | Wall straps are required at top and bottom of down spouts – all downspouts had them originally. |
| 13. | The City of Hattiesburg needs to re-grade the soil to slope away from the structure at the rear of the building - Currently some grades slope towards the building causing ponding water. |
| 14. | All drip edges must be bent do drip properly. |
| | |

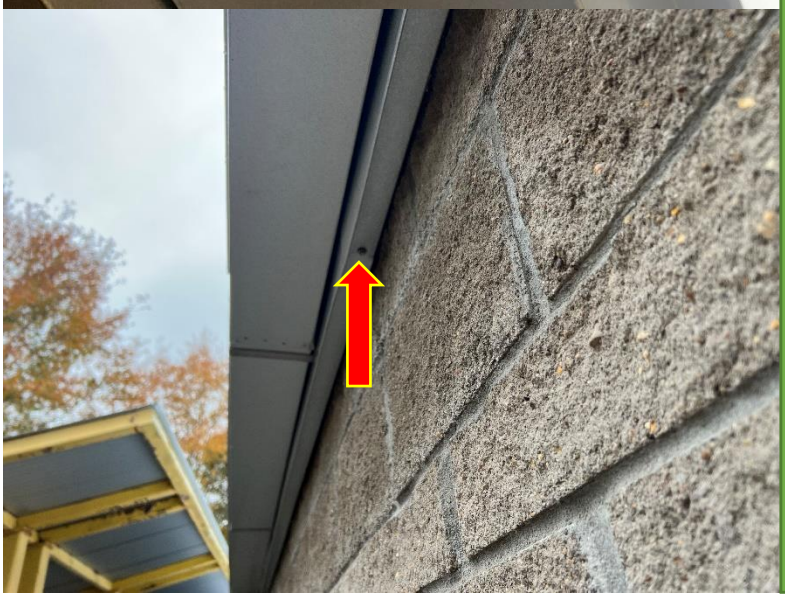
Signed: **Guillermo G. Avalos**



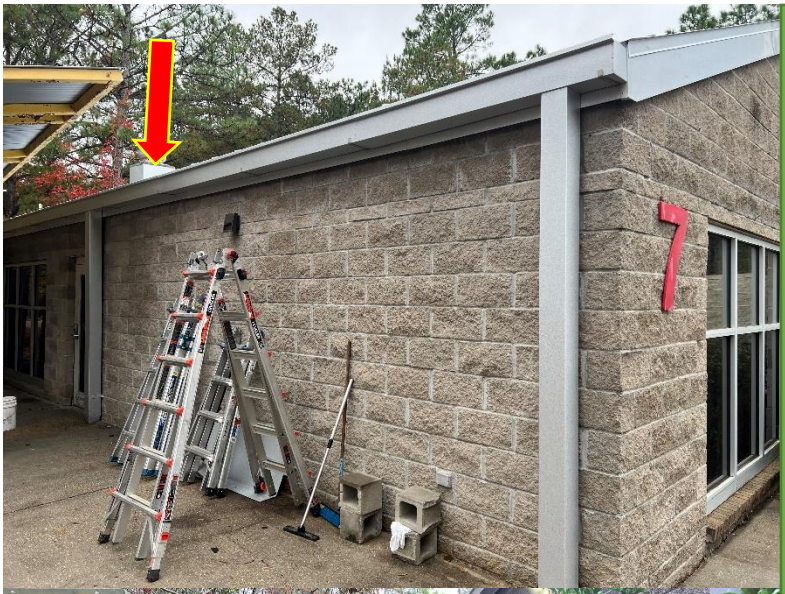
Item 3.) - All gutter laps require sealant and are leaking due to the lack of it.



Item 4.) - Gutter laps need to be installed tight – currently some of the gutter laps are not acceptable.



Item5.) - Fascia trim requires gasketed fasteners @ 12” O.C. to nailer bottom.




Item 6.) – Replace existing metal equipment curb cap to slope to perimeters, and not pond water.



Item 7.) – Install (3) drainage junction boots – new downspouts to existing PVC pipes at rear of building.

Item 13.) – The City of Hattiesburg needs to re-grade the soil to slope away from the structure at the rear of the building - Currently some grades slope towards the building causing ponding water.









Item 8.) – Contractor needs to clean site of construction related debris daily prior to vacating the site.



Item 8.) – Continued



Item 10.) – Contractor needs to clean site of construction related debris daily prior to vacating the site.



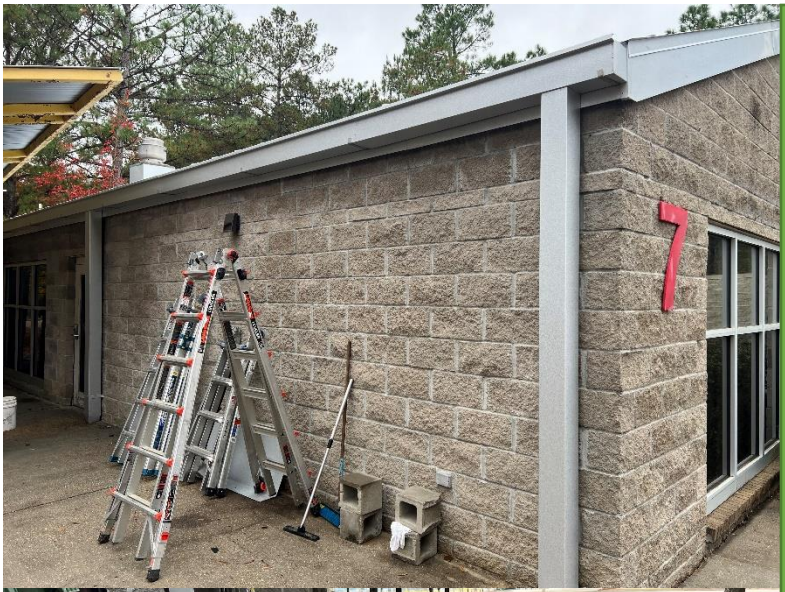


Item 8.) – Continued



Item 9.) – Contractor needs to install one layer of peel and stick counterflashing over the nailing flange at rake edges – see drawing detail 5/A1.0. The sheet metal looks to be out of line – contractor needs to correct this.

Item 11.) – Contractor must properly adhere underlayment to roof deck – areas show signs of non-binding plies curling at edges.







Item 10.) – Remove all construction related tools and equipment.

Item 12.) – Wall straps are required at top and bottom of down spouts – all downspouts had them originally.

Item 13.) – All drip edges must be bent do drip properly.

LANDRY · LEWIS · GERMANY
ARCHITECTS, P.A.
WWW.LLGARCH.COM
CREATING LANDMARKS SINCE 1910
Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

# FIELD REPORT 04 – Final Punch List

| | |
|---|---|
| **To:** **City of Hattiesburg**<br>200 Forrest Street<br>Hattiesburg, Mississippi 39401<br>**Attn**: **Marybeth Bergin**<br><br>**Ph:** **769-299-7699** | **Date:** **November 10, 2023**<br><br>**CN:** **23-3982**<br><br>**Re:** **Fire Station 7 Re-Roof**<br><br>**Cc:** **File, Marybeth Bergin, Ann Jones, Raymond Hudson, Shane Germany AIA, Lisa Williams** |

**Note:** Below is a field report for your information with reference to the above-mentioned project. Please correct any noted items, provide any requested information, or provide any necessary response. Please feel free to contact me if you have any questions or comments.

| | |
|---|---|
| 1. | I visited the jobsite to verify the project substantial completion as requested by the contractor. |
| 2. | All canopies are complete – some corners require minor adjustments due to installation deformation. |
| 3. | The installed pipe sleeve needs to be re-worked. Currently the installation is unacceptable – the metal panel needs to be cut, and a solid (integral) metal panel formed to fit in lieu of the rib running under the pipe sleeve. Repair all occurrences. |
| 4. | The contractor has replaced and provided a new metal cap to help with the standing water at the exhaust fan. The exhaust fan fastening needs a small adjustment to make sure there is no standing water. |
| 5. | The installed drainage tubes are installed with field fabricated pvc boots. The contractor must hand dig under pipes and be sure to slope away from building at a minimum of 1/8” per foot. The contractor needs to install a cmu block (or masonry) with metal straps secured to pipe under the boot and drain edges at all locations. **Caution there are underground electrical wires in the area.** |
| 6. | The City of Hattiesburg needs to re-grade the soil to slope away from the structure at the rear of the building - Currently some grades slope towards the building causing ponding water. |
| | |
| | |

Signed: **Guillermo G. Avalos**



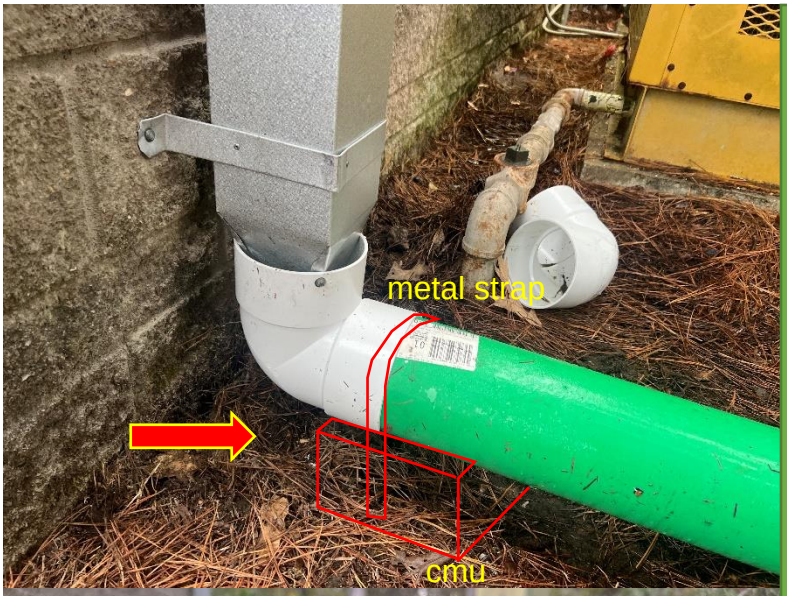
Item 2.) - All canopies are complete – some corners require minor adjustments due to installation deformation.



Item 3.) - The installed pipe sleeve needs to be re-worked. Currently the installation is unacceptable – the metal panel needs to be cut, and a solid (integral) metal panel formed to fit in lieu of the rib running under the pipe sleeve. Repair all occurrences.



Item 4.) - The contractor has replaced and provided a new metal cap to help with the standing water at the exhaust fan. The exhaust fan fastening needs a small adjustment to make sure there is no standing water.






Item 5.) – The installed drainage tubes are installed with field fabricated pvc boots. The contractor must hand dig under pipes and be sure to slope away from building at a minimum of 1/8” per foot. The contractor needs to install a cmu block (or masonry) with metal straps secured to pipe under the boot and drain edges at all locations. **Caution there are underground electrical wires in the area.**




Item 6.) – The City of Hattiesburg needs to re-grade the soil to slope away from the structure at the rear of the building - Currently some grades slope towards the building causing ponding water.

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CREATING LANDMARKS SINCE 1910

Kevin P. Lewis, AIA
Christian J. Landry, AIA
Jason K. Landry, AIA
Shane M. Germany, AIA

April 16, 2024

Re: Fire Station #7 ReRoof
46 Parkway Blvd
Hattiesburg, Mississippi 39401
CN 23-3982

City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Attn: Toby Barker, Mayor

Dear Mr. Barker:

Enclosed please find an executed copy of AIA Document G702 Application and Certificate for Payment Number Three (3) from Associated Contractors, Inc. in the amount of $4,822.40 on the above referenced project.

If you have any questions, please feel free to contact the office.

Respectfully,

Lisa Williams

Lisa Williams

Administrative Assistant

# PAYMENT APPLICATION



| | | | | | |
|---|---|---|---|---|---|
| TO: | City of Hattiesburg<br>200 Forrest St.<br>Hattiesburg, MS 39401<br>Attn: | PROJECT NAME AND LOCATION: | Fire Station #7<br>Fire Station #7 Reroof<br>46 Parkway Blvd, Hattiesburg, MS CN 23-3982 | APPLICATION #<br>PERIOD THRU:<br>PROJECT #s: | 3<br>11/20/2023 |
| FROM: | Associated Contractors, Inc.<br>PO Box 16521<br>Hattiesburg, MS 39404 | ARCHITECT: | | DATE OF CONTRACT: | 08/23/2023 |
| FOR: | | | | | |

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐
- ☐

## CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

| | | |
|---|---|---|
| 1. CONTRACT AMOUNT | | $96,448.00 |
| 2. SUM OF ALL CHANGE ORDERS | | $0.00 |
| 3. CURRENT CONTRACT AMOUNT | (Line 1 +/- 2) | $96,448.00 |
| 4. TOTAL COMPLETED AND STORED (Column G on Continuation Page) | | $96,448.00 |
| 5. RETAINAGE: | | |
| a. 0.00% of Completed Work (Columns D + E on Continuation Page) | $0.00 | |
| b. 0.00% of Material Stored (Column F on Continuation Page) | $0.00 | |
| Total Retainage (Line 5a + 5b or Column I on Continuation Page) | | $0.00 |
| 6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total) | | $96,448.00 |
| 7. LESS PREVIOUS PAYMENT APPLICATIONS | | $91,625.60 |
| 8. PAYMENT DUE | | **$4,822.40** |
| 9. BALANCE TO COMPLETION (Line 3 minus Line 6) | $0.00 | |

| SUMMARY OF CHANGE ORDERS | ADDITIONS | DEDUCTIONS |
|---|---|---|
| Total changes approved in previous months | $0.00 | $0.00 |
| Total approved this month | $0.00 | $0.00 |
| TOTALS | $0.00 | $0.00 |
| NET CHANGES | $0.00 | |

Contractor's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: Associated Contractors, Inc.

By: _____ Date: 11/20/23

State of: Mississippi

County of: Jones

Subscribed and sworn to before me this 20th day of November, 2023

Notary Public: _____

My Commission Expires: 7/25/25

STATE OF MISSISSIPPI NOTARY PUBLIC ID # 106166 JULIA MARIE SUMRALL Commission Expires July 25, 2025 JONES COUNTY

## ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... 4,822.40

*(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)*

ARCHITECT:

By: _____ Date: 4/16/24

Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

# CONTINUATION PAGE



PROJECT: Fire Station #7
Fire Station #7 Reroof

APPLICATION #: 3
DATE OF APPLICATION: 11/20/2023
PERIOD THRU: 11/20/2023
PROJECT #s:

Payment Application containing Contractor's signature is attached.

| A | B | C | D | E | F | G | | H | I |
|---|---|---|---|---|---|---|---|---|---|
| ITEM # | WORK DESCRIPTION | SCHEDULED AMOUNT | COMPLETED WORK | | STORED MATERIALS (NOT IN D OR E) | TOTAL COMPLETED AND STORED (D + E + F) | % COMP. (G / C) | BALANCE TO COMPLETION (C-G) | RETAINAGE (If Variable) |
| | | | AMOUNT PREVIOUS PERIODS | AMOUNT THIS PERIOD | | | | | |
| 1 | Mobilization | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 2 | Demo Existing Roof | $10,000.00 | $10,000.00 | $0.00 | $0.00 | $10,000.00 | 100% | $0.00 | |
| 3 | Install Plywood Decking | $12,000.00 | $12,000.00 | $0.00 | $0.00 | $12,000.00 | 100% | $0.00 | |
| 4 | Install Ice and Water Shield | $8,000.00 | $8,000.00 | $0.00 | $0.00 | $8,000.00 | 100% | $0.00 | |
| 5 | Metal Roof Materials | $25,000.00 | $25,000.00 | $0.00 | $0.00 | $25,000.00 | 100% | $0.00 | |
| 6 | Install Standing Seam Metal Roof | $20,000.00 | $20,000.00 | $0.00 | $0.00 | $20,000.00 | 100% | $0.00 | |
| 7 | Install Gutter, Downspouts and Trim | $3,949.00 | $3,949.00 | $0.00 | $0.00 | $3,949.00 | 100% | $0.00 | |
| 8 | Alternate #1: Replace Awning Panels | $7,499.00 | $7,499.00 | $0.00 | $0.00 | $7,499.00 | 100% | $0.00 | |
| | TOTALS | $96,448.00 | $96,448.00 | $0.00 | $0.00 | $96,448.00 | 100% | $0.00 | |



Quantum Software Solutions, Inc. Document

NOTICE OF FINAL SETTLEMENT

NOTICE is hereby given that the contract between the City of Hattiesburg, Mississippi, as Owner and Associated Contractors, Inc. dated August 23, 2023, for the Fire Station #7 Re-Roof 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 7th day of May, 2024, A.D.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish (1) First Available After May 7, 2024
Return PROOF to City Clerk's Office
P O Box 1898
Hattiesburg, MS 39403

# Memorandum

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

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

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve Lease Agreement between City of Hattiesburg and Safe Haven Baby Box and authorize the Mayor to execute the same.**
**File Number: 2024-152**
**Minute Book #**

---

**Summary**
I recommend approval of Lease Agreement.

**Recommendation Statement**

Please place this on the May 7, 2024 City Council meeting for consideration.

# LEASE AND SERVICE AGREEMENT

**THIS LEASE AND SERVICE AGREEMENT** ("Agreement") is made and entered into effective this _____ day of _____, 2024, by and between Safe Haven Baby Boxes, Inc., an Indiana nonprofit corporation ("SHBB") and the City of Hattiesburg, ("Provider"), a Mississippi municipal corporation

## RECITALS

**WHEREAS**, SHBB is a nonprofit educational organization that provides information and services related to child welfare, safe haven laws, initiation and implementation of newborn safety devices ("Safety Device"), and awareness related to preventing child abandonment;

**WHEREAS,** Provider desires to install a Safety Device on Provider's premises and SHBB wishes to lease a Safety Device to Provider at Provider's premises as defined herein;

**WHEREAS**, Mississippi Code ANN.§§ 43-15-201 – 43-15-209, the Baby Drop off Law, provides certain protections by way of limited immunity for safe haven sites and their staff;

**WHEREAS**, Provider desires to lease a Safety Device from SHBB and have it installed on Provider's premises (the "Premises");

**WHEREAS**, SHBB is agreeable to placing a Safety Device on the Provider's premises and undertaking certain services in relation thereto;

**WHEREAS**, Provider has consulted its legal, financial, and insurance related advisors and has confirmed that its location and operation is acceptable under the laws and regulations of its jurisdiction for the placement of a Safety Device.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated by reference and made a part of this Agreement, the mutual terms and promises contained herein and for other good and valuable consideration, the parties agree as follows:

**Section 1**. **Installation**. SHBB shall provide to Provider one (1) Safety Device for installation by Provider on the Premises located at the City of Hattiesburg, Fire Station #1, 810 N. Main Street, Hattiesburg, MS 39401. Delivery of the Safety Device shall be the expense of the Provider. SHBB has the option at any time to oversee the installation of the Safety Device and advise as to installation on the appropriate placement to maximize awareness and implementation of its educational objectives as set forth in this Agreement and on the operation of and protocols for the Safety Device. SHBB and Provider agree to cooperate with respect to the appropriate third-party contractors for the placement of the Safety Device and to ensure that such third-party has the appropriate skill and knowledge for constructing improvements to Provider's facility. Provider is to pay for all installation costs and expenses for labor and/or materials.

Provider is responsible for compliance with all applicable federal, state, and municipal or local laws, rules, and regulations, and all laws, rules, and regulations pertaining to permitting requirements for the installation of the Safety Device. Provider further agrees to abide by the policies and procedures for installation, operation, and maintenance of the Safety Device as outlined in Exhibit **"A"** (the "Policies and Procedures") of this Agreement, which is hereby incorporated herein and made a substantive part of this Agreement by reference.

**Section 2**. **Services by SHBB**. SHBB shall provide annual services related to the performance of this Agreement. Such services shall include:

A. Providing educational materials to Provider and policies and procedures relating to the maintenance of the Safety Device to Provider;

B. Operating a toll-free phone number for the general public to utilize in emergency situations involving abandoned children or issues related thereto;

C. Educating emergency services personnel related to use of the Safety Device;

D. Providing educational information to the general public regarding the location and awareness of the Safety Device at the Provider's facility as well as other educational resources related to child welfare advocacy and safe haven law awareness;

E. Provide at minimum an annual inspection and perform maintenance on the Safety Device; and;

F. Exclusively repair or replace parts if/when the Safety Device is malfunctioning at expense of Provider as set forth under Section 4 of this Agreement and as otherwise provided in this Agreement (collectively Subsections A-F hereinafter referred to as the "Services").

**Section 3**. **Lease and Service Term**. The term of this Agreement shall be for five (5) years ("Term") and shall renew for successive five (5) year terms upon the mutual agreement of the parties to the terms, fees, and conditions, unless terminated in accordance with the terms of this Agreement or as otherwise agreed to by the Parties. SHBB understands that this agreement is voidable under Mississippi Law by a subsequent City Council of the City of Hattiesburg. Provider understands that any terminations of this contract must be made by following the provisions included in Section 9 of this agreement.

**Section 4. Consideration**. In consideration for leasing the Safety Device and providing the Services described under Sections 1 and 2 above, Provider agrees to pay SHBB an initial fee of Fifteen Thousand and 00/100 Dollars ($15,000.00), unless otherwise agreed to by the parties under Section 3 of this Agreement. Provider shall pay a renewal fee of Five Hundred and 00/100 Dollars ($500.00) for each successive Term under this agreement, due within thirty (30) days of the start of each successive Term. Additionally, Provider shall pay an annual fee of Five Hundred

and 00/100 Dollars ($500.00) and other associated expenses as determined from time to time by SHBB on January 1 of every year that this Agreement is in force. The foregoing fees and expenses include, but are not limited to, the services and expenses listed in the Services, Fees, and Expenses Schedule attached hereto as Exhibit "**B**" which is hereby incorporated herein made a substantive part of this Agreement by reference. The parties understand and agree that the funds to pay the initial fee of Fifteen thousand dollars ($15,000.00) is being paid on behalf of the Provider by private parties directly to SHBB, and that until such time as the said Fifteen thousand dollars ($15,000.00) is received by SHBB for the account of the Provider, this Agreement shall be anticipatory in nature, and neither party shall have any obligations under this Agreement. Once the Fifteen thousand dollars ($15,000.00) is received for the account of the Provider by SHBB, SHBB shall immediately notify Provider in writing, and this Agreement shall take effect. SHBB agrees to provide Provider periodic reports, upon request, as to the status of the Fifteen thousand dollars ($15,000.00) being raised for the Provider's benefit.

**Section 5. Obligations of Provider**. In addition to any and all other obligations of the Provider set forth herein, Provider shall:

A. Follow all policies and procedures governing the use of the Safety Device as provided by SHBB, which may change from time to time. SHBB shall provide at least thirty (30) days prior written notice to Provider for any changes or additions to its policies and/or procedures. Provider shall have thirty (30) days to review any changes to the policies and/or procedures relating to this Agreement and to notify SHBB if Provider accepts such updated/new policies/procedures. If Provider does not tender written Notice to SHBB that it does not agree to the new changes within thirty (30) days of receipt of same, then Provider agrees to said changes and any such changes shall become a substantive part of this Agreement. Provider and SHBB agree to negotiate any rejected changes or additions to the extent possible. Any revised changes or additions to the policies and/or procedures must comply with the then current laws of the State of Mississippi. For any rejected changes/additions to the policies and/or procedures arising herein or relating to this Agreement that cannot be negotiated/agreed to after a good faith attempt to do so, the pre-existing version shall remain in effect or this Agreement may be terminated. Such policies and procedures are included as Exhibit A to this Agreement and, by way of Provider's signature hereto, shall evidence Provider's acknowledgment and receipt of the Policies and Procedures.

B. Provider agrees to comply with Mississippi and Federal law pertaining to the operation, maintenance, installation, and removal of the Safety Device.

C. Provider agrees to maintain the Safety Device in good working order, the costs of which are to be borne by Provider.

D. Provider agrees to not change, add to, subtract from, alter, rebrand, or otherwise modify the Safety Device and accompanying signage as set forth in Exhibit A in any manner

whatsoever without the prior written approval of SHBB.

E. Provider agrees to use best efforts to prevent any third parties from adding to, subtracting from, altering, rebranding, or otherwise modifying the Safety Device and accompanying materials/signage as set forth in Exhibit A in any manner whatsoever without prior written approval by SHBB.

F. Provider agrees to immediately notify SHBB of any damage, alteration, and/or modification to the Safety Device.

G. Provider shall refer to the Safety Device as a "Safe Haven Baby Box" or "Baby Box."

H. Provider agrees to accept complete liability for any and all damages attributed to any and all unapproved alterations and/or modifications to the Safety Device made by Provider and any and all damages attributed to unapproved alterations and/or modifications to accompanying parts of the Safety Device, including required signage/materials made by Provider. Provider agrees to accept complete liability for modifications to the Safety Device which are the result of: its own actions, omissions, and/or failure to use best efforts to maintain the Safety Device in good working order or best efforts to prevent any modifications to the Safety Device by a third party.

I. Provider shall procure and maintain twenty-four (24) hour alarm monitoring of the Safety Device at all times in accordance with directions for the same from SHBB and shall confirm with SHBB that such service is acceptable.

J. Should the alarm monitoring service be disconnected for any reason, or should the Safety Device malfunction in any other way, Provider shall immediately notify SHBB of said malfunction and shall secure the Safety Device and ensure it is not available for public use by locking its exterior door and removing all signage and material related to its use and functionality. Further, should the Safety Device malfunction, Provider agrees that it will post signage that the Safety Device is presently unavailable and Provider agrees that it will keep the Safety Device secured and closed to the public until SHBB approves the Safety Device to be reopened to the public for public use as a Safety Device.

K. Provider agrees that SHBB may, but is not required to, inspect the Safety Device at any time including, but not limited to: to ensure that it is in good working order, to ensure proper branding and signage is being displayed, and to conduct tests related to its functionality and monitoring and alarm systems.

L. Provider acknowledges and agrees to maintain current knowledge of any changes to said Mississippi State Law or Federal law governing the Safety Device and acknowledges and agrees to operate and maintain the Safety Device in accordance with the most recent version of said State and Federal laws.

M. Provider shall bear the cost of operating, maintaining, removing, repairing and/or otherwise modifying (modifications subject to approval of SHBB) the Safety Device.

**IT IS IMPERATIVE THAT ANY MALFUNCTION IDENTIFIED WITH RESPECT TO THE SAFETY DEVICE OR ANY DISCONNECTION IN THE SAFETY DEVICE MONITORING SYSTEM RESULT IN THE IMMEDIATE SECURING AND LOCKING OF THE SAFETY DEVICE SO THAT IT MAY NOT BE USED BY THE PUBLIC DURING THIS TIME PERIOD. FAILURE TO DO SO MAY RESULT IN A THREAT OF BODILY HARM OR DEATH TO AN INFANT PLACED IN THE SAFETY DEVICE DURING ANY PERIOD OF TIME IN WHICH THE SAFETY DEVICE IS MALFUNCTIONING OR NOT.**

**Section 6. Representations and Warranties**.

A. Representations & Warranties of Provider. Provider represents and warrants that the undersigned is a duly acting and authorized agent of Provider who is empowered to execute this Agreement with full authority of Provider. Further, Provider has undertaken a reasonable investigation into the laws and regulations governing the applicable jurisdiction within which it intends to place the Safety Device and has confirmed that such placement and administration of the Safety Device does not violate any provision of any law, ordinance, governmental regulation, court order, or other similar governmental controls.

B. Representation & Warranties of SHBB. SHBB represents and warrants that the undersigned is a duly acting and authorized agent of SHBB who is empowered to execute this Agreement with full authority of SHBB. Further, SHBB has full ownership of the Safety Device. SHBB represents and warrants that the Safety Device is fit for use and will operate as a Safety Device in accordance with Safe Haven for Infants Act, NMSA 1978 Section 24-22-1.1.

C. **SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT A MEDICAL DEVICE AND HAS CONFIRMED SUCH WITH THE FOOD AND DRUG ADMINISTRATION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT INTENDED AS A CONSUMER PRODUCT AND THUS IS NOT REGISTERED WITH THE CONSUMER PRODUCT SAFETY COMMISSION. SHBB FURTHER REPRESENTS THAT THE SAFETY DEVICE IS NOT REGISTERED WITH THE FEDERAL TRADE COMMISSION AND/OR THE FEDERAL COMMUNICATIONS COMMISSION. SHBB REPRESENTS THAT THE SAFETY DEVICE IS NOT TESTED BY NATIONALLY RECOGNIZED TESTING LABORATORIES PROGRAM.**

**Section 7. Insurance**. Provider agrees to procure and maintain in full force and effect at all times during the Term of this Agreement and any renewals thereof, at its own cost and expense,

a policy or policies of comprehensive commercial general liability insurance on an occurrence basis, in the amount of $1,000,000 per occurrence/$2,000,000 aggregate and a $2,000,000 limit umbrella coverage related to the Safety Device's placement and operation in or about Provider's facility against all loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in upon or about the Safety Device during the Term of this Agreement and all extensions thereof. This insurance policy need not be a separate policy solely because of this Agreement but, rather, will be part of the Provider's general liability and umbrella policies.

**Section 8. Indemnification**. To the extent permitted by Mississippi Law, each party agrees to defend and indemnify, protect and hold harmless the other party, its officers, directors, employees, volunteers, independent contractors, agents, and all other persons and related entities thereof, against any loss, claim at law or equity, cause of action, expenses, damages or any other liability (collectively, "Claim") arising in relation to and to the extent of the indemnifying party's gross negligence or willful or wanton misconduct, whether acts or omissions, in the installation, placement, removal, use, and maintenance of the Safety Device in, on, or about Provider's facility or premises. No provision in this Agreement modifies or waives any provision of the Mississippi Tort Claims Act.

**Section 9. Termination**. Provider may terminate this Agreement upon sixty (60) days prior written notice from Provider to SHBB prior to the end of the Term, otherwise this Agreement shall renew for a successive Term. In accordance with the terms of this Agreement, Provider and/or SHBB may terminate this Agreement on notice of a change of policies and procedures by SHBB that Provider did not previously agree to after a good faith attempt has been made to negotiate the change or addition to the policies and/or procedures arising herein or relating to this Agreement; however, a required change of policy or procedure pursuant to compliance with a Mississippi State or Federal law shall not be grounds to terminate this Agreement. SHBB may terminate this Agreement for any reason specified under Section 10, below. At the point of termination of this Agreement, Provider shall secure and lock the Safety Device and remove all signage provided by SHBB. Provider shall place new visible signage denoting that the Safety Device is not functional and that any person desiring to utilize the Safety Device should instead contact emergency services. If Provider removes the Safety Device, then it shall make arrangements with SHBB for its conveyance or retrieval to SHBB. SHBB shall not be obligated to remove the Safety Device; however, at any time after this Agreement has terminated, SHBB may, at its sole discretion, notify Provider that it intends to remove and recover the Safety Device. Under such circumstances, Provider agrees to cooperate with SHBB in the retrieval of the Safety Device, the expenses of which shall be borne by SHBB, so long as expenses do not exceed $500.00 and unless the termination of this Agreement was effectuated under Section 10 below, in which case the cost hereunder shall be borne by Provider.

**Section 10. Remedies**.

A. **Option to Cure.** Any uncured breach of this Agreement by Provider, after written notice from SHBB to Provider and a thirty (30) day opportunity to cure, shall give SHBB the

option of immediately terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense. If Provider is notified by SHBB that the Safety Device is not properly functional or lacks monitoring required by this Agreement, then SHBB may order the Safety Device secured and locked until further inspection. Provider shall have thirty (30) days to cure any lack of monitoring or improper functioning of the Safety Device. Such time may be extended by any delay attributable to SHBB. If Provider does not cure any lack of monitoring or improper functioning of the Safety Device within the initial thirty (30) day period upon SHBB's review and report, Provider may have an additional thirty (30) days to cure any breach. If Provider fails to cure any breach of this Agreement after two (2) attempts to cure as set forth above, SHBB may terminate this Agreement if it concludes in its sole discretion that Provider has not upheld its obligations under this Agreement. Any breach of this Agreement by Provider which has not been cured by Provider within thirty (30) days after notice received from SHBB shall give SHBB the option of terminating this Agreement and retrieving the Safety Device from Provider's facility at Provider's own cost and expense.

**B. Attorney's Fees.** Neither party shall pay the other party's attorneys' fees, costs, and expenses for any dispute relating to or arising from this Agreement..

**Section 11. Ownership of Safety Device**. Provider agrees and acknowledges that ownership of the Safety Device remains with SHBB and this Agreement is merely a services and lease agreement. Provider does not have any ownership interest in the Safety Device. Provider shall not lease, sell, or otherwise transfer the Safety Device during or after the term of this Agreement without the specific written consent of SHBB.

**Section 12. Disclaimer and Limitation of Warranties**. SHBB IS NOT THE MANUFACTURER OF THE SAFETY DEVICE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE, OR NON-INFRINGEMENT OF THE SAFETY DEVICE. WITH RESPECT TO THE SAFETY DEVICE, PROVIDER ACCEPTS IT "AS IS." THE SAFETY DEVICE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO SHBB AND/OR PROVIDER BY THE SAFETY DEVICE MANUFACTURER AND/OR AVAILABLE BY THE SAFETY DEVICE'S COMPOSITE PARTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE TERM(S) OF THIS AGREEMENT, UNLESS OTHERWISE STATED OR PROVIDED FOR HEREIN OR PROVIDED BY MISSISSIPPI LAW.

SHBB neither assumes nor authorizes any other business organization, entity, or person associated or related by legal right, corporate entity, governmental entity, or any other entity associated or related by legal right to assume it, or any other liability in connection with the construction, use, operation, installment, removal, maintenance, or lease of the Safety Device. There are no warranties which extend beyond the terms of this Agreement, unless otherwise stated or provided for herein or by law via preemption. These warranties shall not apply to the Safety Device or any and all improvements, restoration, repair, remodel, modifications, and/or any other construction

work on the Safety Device of any kind, related to the Safety Device, or any other part thereof which has been subject to accident, negligence, alteration, abuse, use or misuse of same which are not approved of by SHBB and/or agreed to by SHBB. SHBB makes no warranty whatsoever with respect to accessories or parts not supplied by it.

**Section 13. Notice.** Any notices requests, demands, waivers and other communications given as provided in this Agreement will be in writing and will be deemed to have been given if delivered in person (including by Federal Express or other personal delivery service), or mailed by certified or registered mail, postage prepaid, and addressed to at the following addresses:

| | |
|---|---|
| Notice to SHBB: | Monica Kelsey<br>P.O. Box 185<br>Woodburn, IN 46797 |
| Notice to Provider: | City of Hattiesburg<br>ATTN: City Clerk Kermas Eaton<br>P. O. Box 1898<br>Hattiesburg, MS 39403 |

Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**Section 14. Assignability.** This Agreement is binding and benefits the successors and assignees of the Provider, which includes any and all originations/entities or persons with which the Provider may dilute, merge or consolidate, or to which it may transfer substantially all of its assets or equity interests. Provider shall not transfer or assign this Agreement, however, without the specific written consent of SHBB, which consent shall not be unreasonably withheld.

**Section 15. Governing Law/Jurisdiction**. The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of Mississippi and Mississippi courts. Should any dispute arise out of or relating to this Agreement and any of its incorporated parts, Parties agree that said dispute may exclusively be litigated in state or federal court in of the State of Mississippi. Each Party waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. Each Party agrees and acknowledges that any term not defined herein shall be construed to have its every-day, contextual meaning as defined in the latest editions of the Merriam Webster Dictionary, and if a legal term, Black's Law Dictionary; and should any term, condition, or provision of this

Agreement be deemed vague, ambiguous, or confusing, it shall not be construed in favor of either Party.

**Section 16. Integration/Entire Agreement.** This Agreement, along with the attached Exhibits hereto represents the entire expression of the final agreement of the parties and supersedes all previous and contemporaneous communications or agreement regarding the subject matter hereof. Provider by its signature below hereby acknowledges that Provider agrees to be bound by the terms and conditions and policies and procedures set forth in this Agreement as may be updated from time to time and agreed to in accordance with the terms of this Agreement. Any additional terms or conditions contained in purchase orders or other forms not incorporated into this Agreement are expressly rejected by Provider and shall not be binding, unless Provider agrees to them in a writing signed by both parties.

**Section 17. No Oral Modification**. No change, modification, extension, termination, or waiver of this Agreement or any of its incorporated documents or parts, or any of the provisions contained, will be valid unless made in writing and signed by duly authorized representative of the parties.

**Section 18. Waiver.** No waiver of any of the provisions of this Agreement shall be valid and enforceable unless such waiver is in writing and signed by the parties to be charged and, unless otherwise stated, no such waiver shall constitute a waiver of any other provision or a continuing waiver.

**Section 19. Severability**. In the event that one or more of the provisions of this Agreement shall become invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained shall not be affected as a whole.

**Section 20. Time of the Essence.** The Parties expressly recognize that time is of the essence in the performance of their respective obligations under this Agreement and that each Party is relying on the timely performance by the other Party and will schedule operations and incur obligations to third parties in reliance upon timely performance by the other party.

**Section 21. Tort Claims Immunity**. Provider shall be subject in all cases to the immunities, provisions and limitations of the Mississippi Tort Claims Act §11-46-11.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed and be effective on the date first written above.

**Safe Haven Baby Boxes, Inc.**

By: _____

Monica Kelsey, Founder/CEO
Safe Haven Baby Box, Inc.

**Provider**

**City of Hattiesburg Mississippi**

By: _____
Toby Barker, Mayor
City of Hattiesburg, MS

# Memorandum

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

**From:** **Kermas Eaton, City Clerk**

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve a six-month contract with 98 Waste, LLC, for delivery of acceptable waste to its landfill or transfer station, at a fee of $8 per yard and authorize the Mayor to execute the same.**
**File Number: 2024-150**
**Minute Book #**

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**Summary**
98 Waste LLC, landfill contract for a 6-month period.

**Recommendation Statement**
I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

**98 WASTE, LLC**

Physical address: 979 Hwy 98E
**Mailing address: 406 Hemphill St**
Hattiesburg, MS 39401
Phone: (601) 582-7662
Fax: (601) 544-4170
98 Waste: (601) 543-3057
Email: 98waste@comcast.net

**April 17, 2024**

City of Hattiesburg
Attn: Ann Jones
Hattiesburg, MS 39403

Dear Mrs. Jones,

This letter is in response to your request for pricing at 98 Waste, LLC. Our standard price is $9.00 per yard, however 98 Waste issued the City of Hattiesburg a price of $8.00 a yard. 98 Waste grants the City of Hattiesburg to pay monthly without a purchase name or number unless requested by the City. We will be glad to put a PO anytime on any invoice at your request.
Please contact our office should you have any questions or concerns. Thank you for giving 98 Waste, LLC the opportunity to do business with the City of Hattiesburg.

Sincerely,

Kelli Perry, Manager
The Team at 98 Waste, LLC

**SERVICE AGREEMENT**

This Service Agreement (hereinafter, the "Agreement"), is dated as of 10/01/2023 (hereinafter, the "Effective Date"), and is entered into by and between the following parties:

City of Hattiesburg of Hattiesburg, MS 39403, 601-545-4500 and _____ (hereinafter, the "Client"),

and

98 Waste, LLC of 979 Hwy 98 E, Hattiesburg, MS 39401, 601-543-3057 601-582-7662 and 98waste@comcast.net (hereinafter, the "Contractor").

**1. SERVICES**

During the term of the Agreement, 98 Waste, LLC shall perform the following services for City of Hattiesburg (hereinafter, the "Services"):

- 98 waste will continue accepting debri according to the MDEQ landfill guidelines

**2. PAYMENT AMOUNT AND METHOD**

The Client agrees to pay the Contractor as follows:

- 98 Waste agrees to a set price of $8 per yard. Bills will be sent out at the beginning of each month for the previous month and are to be paid within 30 days.

City of Hattiesburg agrees to pay, in addition to the principal and interest due hereon, all reasonable attorney fees, plus all other costs and expenses of collection and enforcement.

In addition to any other right or remedy provided by law, the failure of City of Hattiesburg to pay for the Services when due shall be considered a material breach of this contract, and 98 Waste, LLC may terminate this Agreement and/or seek legal remedies.

**3. TERM**

This Agreement will commence on the Effective Date and will be automatically terminated on 10/01/2024, unless terminated earlier than provided herein, or unless extended by mutual agreement expressed in writing signed by both parties prior to the expiration of the Term.

**4. CONFIDENTIALITY AND NON-DISCLOSURE**

The Parties acknowledge that, under the performance of this Agreement, they may gain access and acquire knowledge of confidential information regarding the business operations and developments of the other Party.

The Parties agree to hold in strict confidence any information disclosed to them hereunder for the purpose of this Agreement and not to directly or indirectly reveal, report, publish, use, disclose or reproduce any of the Confidential Information to any other person or entity or utilize such information for any purpose, except in the course of services performed under this Agreement and as authorized by the other party or as required by law.

The obligations of confidentiality will apply during the term of this agreement and shall continue to be effective after the termination of this Agreement.

**5. INDEPENDENT CONTRACTOR**

The Contractor certifies that, in providing the Services under this Agreement, he is acting as an independent contractor and not as an employee or an agent. Nothing contained in this Agreement shall be deemed to constitute an employment, agency, joint venture or partnership relationship between the parties.

**6. NON-EXCLUSIVE CLAUSE**

The Parties hereby acknowledge that this Agreement is non-exclusive, and nothing herein shall prevent either Party from entering into similar or same agreements with third parties.

**7. EVENTS OF DEFAULT**

The occurrence of any of the following events shall constitute and is hereinafter referred to as an "Event of Default":

a. If either party fails to make a required payment when due.

b. If either party becomes unable to perform its duties and fails to make available or deliver the Services in the time and manner provided for in this Contract.

c. If either party becomes or is declared insolvent or bankrupt.

d. If either party's property becomes subject to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

**8. REMEDIES**

In the event that either party (hereinafter, the "Defaulting Party") fails to perform any of its material obligations under this contract, or if any one of the hereinabove described Events of Default occurs which causes damage to the other Party (hereinafter, the "Non-defaulting Party"), it shall be considered a material breach of this Agreement.

In such an event, the Non-defaulting Party may notify the Defaulting Party in writing and request it to rectify and correct such breach of contract within 30 working day(s) from the effective date of such notice. If the Defaulting Party fails to cure the default(s) within such period of time, this agreement will be automatically terminated.

The defaulting Party shall be liable for any such breach pursuant to the applicable laws.

**9. FORCE MAJEURE**

Neither party shall in no event be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for any delay or failure in fulfilling or performing any obligation under this agreement when such delay or failure is resulting from circumstances beyond its reasonable control (hereinafter, "Force Majeure causes").

The term Force Majeure shall include, without limitation, acts of God, acts of civil or military authorities, insurrections, vandalism, riots, wars, lock-outs, embargoes, acts of nature, fire, natural disasters, epidemics, work stoppages or other labor disputes, or supplier failures.

A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the

occurrence of any such event:
(a) provide written notice to the other Party of the nature and extent of any such Force Majeure cause; and
(b) use reasonable efforts to remove any such causes and resume performance under this Agreement, as soon as reasonably practicable.

**10. DISPUTE RESOLUTION**

In the event a claim, dispute or controversy arises out of or in connection with this Agreement, the parties agree to attempt to resolve the claim, dispute or controversy by conducting good faith negotiations.

If the parties are unable to settle the matter between themselves within 30 days, the dispute shall thereafter be resolved by binding arbitration under the then current Commercial Arbitration Rules of the American Arbitration Association.

**11. ENTIRE AGREEMENT**

This document constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings, whether oral or written, with respect to the subject matter of this Agreement.

**12. SEVERABILITY**

This Agreement will be enforced to the fullest extent permitted by applicable law.

If for any reason any term or provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other term or provision of this Agreement. However, the parties shall cease performing such invalid or unenforceable provisions and negotiate in good faith to replace such invalid or unenforceable provisions with a valid, legal, and enforceable provision consistent with the original intent.

**13. AMENDMENTS**

This Agreement may be amended or modified as needed. However, any modification, variation or amendment of this Agreement shall only be valid if made in writing form and duly signed by the parties obligated under the amendment.

**14. GOVERNING LAW**

This Agreement shall be governed, construed and interpreted in accordance with the Laws of the State of Mississippi.

**15. NOTICES**

Any and all notices, requests, demands or other communications to be given under this Agreement must be (i) given in writing and (ii) personally delivered or mailed by certified or registered mail, return receipt requested, or transmitted by electronic mail transmission to the party to whom such notice or communication is directed, to the mailing address or electronic mail address of such party as set forth in the opening paragraph of this Agreement, or to such other address or email address as any party may from time to time notify the other.

**16. WAIVER**

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**17. ATTORNEY'S FEES**

In the event that any action is instituted to enforce or interpret the validity of this Agreement or any of its provisions, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other available remedies.

**18. ASSIGNMENT**

This Agreement and all rights and obligations hereunder may not be assigned by either party without prior written consent of the other party.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as of the date first above written.

**Service Recipient:**

City of Hattiesburg

By: _____ Date: _____

_____

**Service Provider:**

98 Waste, LLC

By: Kelli Clews,
Manager 04/17/2024

# Memorandum

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

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

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

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve Agreement between the City of Hattiesburg and the Hattiesburg Tourism Commission (Hattiesburg Alliance for Public Art) for the purpose of promoting and supporting local economic development through public art in accordance with Section 21-19-44, Mississippi Code of 1972.**
**File Number: 2024-143**
**Minute Book #**

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**Summary**
Approve an agreement between the City of Hattiesburg and the Hattiesburg Tourism Commission (Hattiesburg Alliance for Public Art) for the purpose of promoting and supporting local economic development through public art in accordance with Section 21-19-44, Mississippi Code of 1972.

**Recommendation Statement**
I recommend this item for approval.

Please place this on the May 7, 2024 City Council meeting for consideration.

Hattiesburg Tourism Alliance for Public Art
2024 Memorandum of Understanding

This agreement constitutes a Memorandum of Understanding (MOU) between Hattiesburg Tourism Commission and the City of Hattiesburg for the purpose of promoting and supporting local economic development through the enhancement and expansion of public art through the Hattiesburg Alliance for Public Art.

The City is authorized by Section 21-19-44, Mississippi Code of 1972, as amended and/or supplemented from time to time to execute contracts and agreements with, and to appropriate, contribute and donate to, or expend budgeted funds for, local economic development organizations.

The Hattiesburg Alliance for Public Art, works directly with a coalition of local citizens who are passionate about making art available to all, free, and a part of its everyday life. Composed of artists, business people, tourism officials, and community volunteers focus is placed in the power of public art to vitalize a community for its residents and visitors and to foster greater economic development of the local arts economy.

The City of Hattiesburg local governing authority recognizes and has determined that this organization is vital to the local economic development of the Hattiesburg arts economy and cultural tourism. The City of Hattiesburg commits to funding the continued economic development of the local arts economy and cultural tourism by funding $28,000.00 for FY 2024. The City also agrees to expend in-kind services to provide location and material provisions for public art exhibits, sculpture exhibits and other authorized purposes under this statute.

WITNESS WHEROF, the parties have executed this agreement

BY:_____ _____
Mayor Date

BY:_____ _____
Hattiesburg Arts Commision 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, May 7, 2024**

**Re:** **Approve advertising sponsorship for the 2024 Juneteenth Celebration, in accordance with Mississippi 17-3-1, in the amount of $3500.00 and authorize issuance of manual check for the same.**
**File Number: 2024-124**
**Minute Book #**

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**Summary**
Approve advertising sponsorship for the 2024 Juneteenth Celebration, in accordance with Mississippi 17-3-1, in the amount of $3500.00 and authorize issuance of manual check for the same.

**Recommendation Statement**
I recommend this item for approval.

Please place this on the May 7, 2024 City Council meeting for consideration.

# Memorandum

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

**From:** **Adam Moore, Grants Coordinator**

**cc:** **Emily Gallaspy**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Authorize submission of a grant application to the Mississippi Department of Wildlife, Fisheries, and Parks Land and Water Conservation Fund for the development of recreational opportunities in the city of Hattiesburg. The grant requires a 50-50 match.**
**File Number: 2024-144**
**Minute Book #**

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**Summary**
MDWFP Land and Water Conservation Fund

**Recommendation Statement**
I recommend authorizing the submission of a grant application to the Mississippi Department of Wildlife, Fisheries, and Parks Land and Water Conservation Fund for the development of recreational opportunities in the city of Hattiesburg. The grant requires a 50-50 match.

Please place this on the May 7, 2024 City Council meeting for consideration.

# Land and Water Conservation Fund

National Park Service, U.S. Department of the Interior
State and Local Assistance Programs

Outdoor Recreational Grants
Mississippi Department of Wildlife, Fisheries, and Parks

## 2024 Funding Opportunity

Opening January, 2024 – Closes May 9, 2024

LWCF Funding Levels: Minimum $25,000 – Maximum $200,000

Type of Project: Development or Renovation

Required submission includes two (2) complete LWCF Applications, one (1) complete digital set on a flash drive with application and attachments in correct file format (application in Microsoft word format). Submission by email will not accepted.

Applications should not be stabled but only bound by a binder clip and enclosed in an envelope labeled LWCF Grant Application with Name of Local Sponsor.

Applications are due at the MDWFP office no later than 4:00 PM of the closing date.

Applications can be mailed or hand delivered to:

Outdoor Recreational Grants
Mississippi Department of Wildlife, Fisheries, and Parks
1505 Eastover Drive
Jackson, MS 39211 - 6374

If you have any questions, the Outdoor Recreational Grants office can be contacted by phone at (601) 432-2227 or by email at Terry.McDill@wfp.ms.gov

# Land and Water Conservation Fund

National Park Service, U.S. Department of the Interior
State and Local Assistance Programs

Outdoor Recreational Grants
Mississippi Department of Wildlife, Fisheries, and Parks

## 2024 LWCF Application

| | |
|---|---|
| Date Prepared: | |
| Local Sponsor: | |
| Name of Project: | |
| Amount of LWCF Funding Request: | |

## APPLICANT INFORMATION

Local Sponsor (sub-recipient) information (copy/paste below if needed for co-sponsors)

| | | | |
|---|---|---|---|
| Local Sponsor: | | | |
| Contact Person Name: | | Title: | |
| Mailing Address: | | | |
| City, State, Zip Code | | | |
| Phone: | | Email: | |
| Applicant's Federal Employer ID# (FEI) | | | |

Person to contact regarding preparation of application, review questions, and inquires

| | | | |
|---|---|---|---|
| Organization: | | | |
| Contact Person Name: | | Title: | |
| Mailing Address: | | | |
| City, State, Zip Code | | | |
| Phone: | | Email: | |

## LEGISLATIVE INFORMATION

| | | | |
|---|---|---|---|
| U. S. Congressional District | # | Legislator Name: | |
| U. S. Congressional District | # | Legislator Name: | |
| Mississippi Senate District | # | Legislator Name: | |
| Mississippi House District | # | Legislator Name: | |

## PROJECT SITE LOCATION INFORMATION

| | | | |
|---|---|---|---|
| County Name: | | Township, Range, Section: | |
| Municipality where project is located or closest to site: | | | |
| Physical Address of site: | | | |
| Zip Code of site: | | Total number of acres of site: | |
| GPS Coordinates of site entrance provide in format of Degrees Minutes Seconds Bearing | | | |
| Latitude, Longitude: | | | |

In the below space provide written driving directions from Jackson (1505 Eastover Drive) to the project site. Text and font size should be legible. Font size of 12 is recommended.

## SECTION 1.0 NEW PROJECT GRANT APPLICATION

Type of LWCF Proposal (Select one)

☐ New Development ☐ Renovation ☐ Both New Development and Renovation

Project Abstract
Provide a brief description of the proposal that incorporates a summary of the project scope and overall project context. See the below outline and examples.

Project Scope Summary: (Succinctly describe the project in plain language that the public can understand and use without the full proposal.)
Provide proposed project's description

1. Detail recreation element description (sport field, trail, playground, etc.)
2. Detail support element description (restroom, parking, etc.)
3. Detail ancillary element description (fences, shade, landscape, etc.).

Project Context: (*How many of this type recreation exist under sub-sponsor jurisdiction? Will disadvantaged community benefit? Size of population within 1/2 mile. Which age groups will be served? Describe recreation activities each age group is expected to engage.)*

Examples:

1. The California Department of Parks and Recreation will subgrant the LWCF award to the City of Bell Garden to restore and expand its pool facility. This the city's only public pool, however, it is currently inoperable. The project will involve renovating and expanding the existing pool to create a new 50-meter, 9-lane, accessible pool with warm-up area; constructing a smaller (~2,500sf) therapeutic pool; and renovating the existing pool house into a changing facility with restrooms and showers. The complex will also be improved with bleachers, fencing, shade canopies, and landscaping. The project will benefit a disadvantaged community. More than 12,000 residents live within a half-mile of this facility. Children, seniors, and at-risk youth are particularly expected to benefit from the opportunity to take swim lessons, aquatic-based fitness classes and other water-based recreation activities.

2. The California Department of Parks and Recreation will subgrant the LWCF award to the City of Moorpark to renovate and expand Magnolia Park. The project will replace the antiquated playground with new accessible and inclusive playground with age-specific play structures, as well as innovative features designed for individuals with mobility, developmental and sight impairments, such as a sensory play wall and friendship swing. Other improvements include new surfacing, additional shaded picnic areas, parking lot expansion and landscaping. The outcome of the project will provide play and recreation opportunities for children of all ages and abilities within the city of Moorpark and eastern Ventura County. The nearest opportunity similar to this is 20 miles away, and the community has desired this park amenity for many years.

Project Abstract
(Provide below)

A. Project competition

1. Explain how this project specifically meets the Mississippi State Comprehensive Outdoor Recreation Plan (SCORP) priorities. The SCORP is available at webpage www.mdwfp.com/media/257812/ms-scorp-2019-2024.pdf

B. Risk assessment

1. Describe any financial risk applicant has that could impact the project and describe applicant's capacity to deliver this project?

2. Describe the applicant's ability to complete the project as scoped and within the proposed time frame?

3. What is the applicant's recent experience completing similar projects with federal grant funding (LWCF or other)? Were reports submitted on time? Was project completed to the satisfaction of the grantor?

4. Has the applicant received Land and Water Conservation Fund assistance in the past?
   a. ☐ No
   b. ☐ Yes, list each site, associated LWCF project, and condition of site facilities and grounds?

| Site | LWCF Project | Condition of Facilities and Grounds |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

C. Financial

The Land & Water Conservation Fund is a 50-50, matching, reimbursement program. The local sponsor must have funding in place to complete the project. The project period is typically no more than 24 months.

Pre-award Costs: Costs incurred before approval by the National Park Service and an executed Project Agreement between MDWFP – Outdoor Recreation Grants Division and the Project Sponsor (grantee) is formalized are ineligible for reimbursement except for pre-award costs as approved by ORG and NPS. Pre-award cost must be clearly identified in the application and budget. Pre-award cost can only be costs such as engineering cost for plans and estimates used for the preparation of the proposal.

Reimbursement of Project Costs Overview: All project costs are incurred and paid by the grantee prior to requesting reimbursement. No partial or progress reimbursements will be accepted. Once project has been completed, a request for the project to be closed out and reimbursement request will be accepted and reviewed. At that time a final inspection will be scheduled, and elements listed in Project Agreement will be reviewed. After final inspection acceptance and all closeout documentation is finalized and approved by the National Park Service, a request for reimbursement will be processed.

Source of Funds: The LWCF is a reimbursable program. Identify how the total project will be funded to completion, and prior to reimbursement of the federal share. Funds must result in a viable outdoor recreation area and not rely on other funds that are not identified. List funding sources, amounts, and percentage of total project.

Example: City General Fund / $150,000 / 75%
City labor (in kind) / $30,000 / 15%
City equipment (in-kind) / $20,000 / 10%
Project Total / $200,000 / 100%

| Source of Project Funding | Amount Committed | Percent of Total Project |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| Project Total | | |

## SECTION 2.0 SITE BASED PROJECT GRANTS

A. Sub-recipient (grant sponsor) information (repeat if needed for co-sponsors)

Sub-Recipient Agency Name:

Sub-Recipient Contact Name:

Address:

Phone: Email:

B. Public benefit

1. Describe both short- and long-term outdoor recreation benefits that will be achieved as a result of this project.

2. Explain how this project fits as part of any other projects planned for this same site in the next three years.

3. Describe the process that led to the development of this proposal and how the public was involved.

4. Explain the recreation demand needs of the area and how this proposal fits in a plan to address the recreation needs of the community.

5. Provide a map of the governmental unit with the location of all public recreation areas and parks shown with name of park. Indicate any previous LWCF assistance by including LWCF in parentheses with park name. Map should be legible and no larger than 17 x 11 inches (ledger size).

6. Provide a list of all public parks indicate the condition of the park, acreage of area in recreational use, type of recreational elements provided, quantity of specific elements, and condition of each element. Indicate any previous LWCF assistance by including LWCF in parentheses with park name.

## SECTION 2.1 (OMITTED)

## SECTION 2.2 DEVELOPMENT GRANTS

A. Grant elements
   1. What new facilities will be constructed as part of this project?

   2. What existing facilities will be renovated or replaced (specify which) as part of this project?

   3. What general site improvements (e.g. demolition, site preparation, landscaping, habitat improvements, etc.) will be completed as part of this project?

   4. What is the anticipated life span of the facilities that will be funded as part of this project?

   5. Does the project scope include facilities that are also eligible for Dingell-Johnson or Wallop-Breaux Act funding (i.e., boat/fish access)?
      a. ☐ No
      b. ☐ Yes

   6. Does this project involve the new development of a sheltered/enclosed swimming pool or ice-skating rink or the sheltering/enclosure of an existing outdoor pool or rink?
      a. ☐ No
      b. ☐ Yes
         i. Explain how it was determined that the site meets the cold climatic criteria described in the LWCF manual. Provide a copy of the cold climatic data used to make the eligibility determination with the application (see LWCF manual).

         ii. Explain the nature of the project – is this a new sheltered facility, or construction of the shelter only? If the pool or ice rink already exists, was it LWCF-funded? If yes, what year was it built and how much LWCF assistance was provided?

         iii. What is the total cost of the sheltered facility and what amount of grant funding will be spent on the actual shelter/enclosure structure itself (if any)?

         iv. Explain the significantly increased public use that will be made possible by the shelter/enclosure to justify the construction of such a facility.

B. Design elements
   1. How are access requirements under the Americans with Disabilities Act (ADA) and Architectural Barriers Act (ABA) being addressed in this project?

2. What design elements are included that contribute to preserving environmental resources as part of ensuring a quality outdoor recreation experience for present and future generations?

## SECTION 3.0 SITE INFORMATION

**A.** Basic information

1. Will this proposal create a new public park/recreation area where none previously existed?
    a. ☐ No
    b. ☐ Yes – Explain:

2. If this is an existing LWCF site, has the park name changed since the last grant?
    a. ☐ No
    b. ☐ Yes – Explain and list all prior LWCF Projects (Project Number and Name) associated with the site:

3. Is this project located in a floodplain?
    a. ☐ No
    b. ☐ Yes – Explain and confirm that you have met applicable federal insurance requirements.

4. Is your site contiguous with or connected to any federally owned recreation area?
    a. ☐ No
    b. ☐ Yes – Explain:

5. Is your site part of a larger management area, such as a greenway or regional recreation area?
    a. ☐ No
    b. ☐ Yes – Explain:

6. Describe the existing site conditions.

7. Explain why the site is suitable for the type of outdoor recreation proposal being submitted.

8. Does the site include any elements that visually detract from the outdoor recreation experience or that represent a potential public safety hazard?
    a. ☐ No
    b. ☐ Yes – Explain and describe whether this project will help to address those concerns.

9. What is/will be the applicant's type of ownership and control of the property?
    a. ☐Fee simple ownership.

b. ☐Less than fee simple. Explain what rights the applicant has and what entity holds the underlying fee simple ownership.
c. ☐Lease. Include a copy of the lease with the application.

**B.** Stewardship considerations

1. Is this a multi-use site (i.e. school, reservoir, state forest, etc.)?
   I. ☐ No
   II. ☐ Yes – Explain:
      i. How often will the public have recreation access to the site?
      ii. What kinds of restrictions to public outdoor recreation will occur?

2. Who will manage and operate the site(s)?

3. Describe the nature of any rights-of-way, easements, reversionary interests, etc. within the proposed LWCF boundary area:

4. Are there any pre-existing or planned indoor facilities on site that would not themselves be eligible for LWCF grant funding?
   I. ☐ No
   II. ☐ Yes – Describe and explain how/if the structure(s) support public outdoor recreation.

5. Is the proposed LWCF boundary the same as the boundary of the park/recreation area as it exists in its totality?
   I. ☐ Yes
   II. ☐ No – Explain any area proposed for exclusion and why, and ensure it is clearly depicted on the proposed LWCF boundary map

6. Are there any pre-existing or planned resource management practices (i.e. timber management, grazing, etc.)?
   I. ☐ No
   II. ☐ Yes – Describe the nature of the practice, the anticipated duration, and how the practice supports outdoor recreation.

7. Are there any pre-existing or planned uses on site that are incompatible with LWCF requirements that should be excluded from the LWCF boundary?
   I. ☐ No
   II. ☐ Yes – Describe the nature of the use and ensure it is clearly depicted on the proposed LWCF boundary map. Clarify whether the future intent is for the area to become subject to LWCF once the use is terminated, or if the intent is for the use to continue within the park in perpetuity.

## SECTION 4.0 ENVIRONMENTAL

**A.** Endangered and Threatened Species Regulatory Review
Provide documentation of U.S. Fish and Wildlife Service regulatory review of the project area by using the USFWS IPaC Planning Tool. The IPaC Planning Tool is available at website https://ipac.ecosphere.fws.gov/

The IPaC Planning Tool will allow you to 1) delineate project area, 2) see potentially affected species, 3) and to acquire a regulatory review. Attach a copy of the review to the application.

Note: This may take some time to acquire so start it early in process.

**B.** Coastal Barrier Resources System
Is project is located in a gulf coast county?

☐ No – no action required

☐ Yes – Determine if site is within the Coastal Barrier System by using the CBRS Validation Tool. Provide a copy of the CBRS Mapper Documentation showing pin drop location.

Is site within CBRS?

☐ No – no action required

☐ Yes – Provide documentation of review with the USFWS. Official maps and data are available at website www.fws.gov/program/coastal-barrier-resources-act. The CBRS Validation Tool is available at www.fws.gov/service/coastal-barrier-resources-system-property-documentation.

**C.** Cultural and Historic Resources Review
1. Provide a copy of the Section 106 review from the State Historic Preservation Office (SHPO), Mississippi Department of Archives and History. Include a copy of the Request for Cultural Resource Assessment, correspondence, any required surveys, and approval letter from SHPO. Website: www.mdah.ms.gov/historic-preservation/section-106-review

2. Have there been any previous cultural and/or historic resource surveys completed that included this site within the area of potential effect that was assessed?

☐ No – Describe any construction planned as a result of this project that will extend beyond the pre-existing disturbance area (including surface area and depth).

☐ Yes – Attach survey and summarize findings and include page number references below.

**D.** Environmental Resources Survey

The tables below serve as a record of the environmental resources present at the site, whether the proposed action is likely to have a significantly negative impact those resources, and whether further information is needed to determine the potential impact. Review the listed resources and identify any resources that may be significantly impacted by the action. The Environmental Resources Survey should be completed with professional input from resource experts and in consultation with relevant local, state, tribal, and federal governments, as appropriate.
Table 1 – For each resource indicate if positive impacts or negative impacts are anticipated to result from the action or if further information is needed to determine the potential impact.

- \+ indicates positive impacts are anticipated to result from the action
- \- indicates negative impacts are anticipated to result from the action
- ? indicates further information is needed to determine the potential impact

Site Name: _____

| | How will the project affect the following resources? | + | - | ? |
|---|---|---|---|---|
| 1 | Air quality | ☐ | ☐ | ☐ |
| 2 | Circulation and transportation | ☐ | ☐ | ☐ |
| 3 | Climate | ☐ | ☐ | ☐ |
| 4 | Contamination or hazardous materials even if remediated | ☐ | ☐ | ☐ |
| 5 | Endangered species: (listed or proposed threatened or endangered) including associated habitat | ☐ | ☐ | ☐ |
| 6 | Environmental justice: minority and low-income populations | ☐ | ☐ | ☐ |
| 7 | Geological resources: soils, bedrock, slopes, streambeds, landforms, etc. | ☐ | ☐ | ☐ |
| 8 | Historic or cultural resources | ☐ | ☐ | ☐ |
| 9 | Invasive species | ☐ | ☐ | ☐ |
| 10 | Land use plans or policies from other agencies including tribes | ☐ | ☐ | ☐ |
| 11 | Lightscapes, especially night sky | ☐ | ☐ | ☐ |
| 12 | Migratory birds | ☐ | ☐ | ☐ |
| 13 | Recreation resources | ☐ | ☐ | ☐ |
| 14 | Socioeconomics: changes to tax base or competition with private sector | ☐ | ☐ | ☐ |
| 15 | Sound (noise impacts) | ☐ | ☐ | ☐ |
| 16 | Unique ecosystems, such as biosphere reserves, World Heritage sites, old growth forests, etc. | ☐ | ☐ | ☐ |
| 17 | Water quality and/or quantity | ☐ | ☐ | ☐ |
| 18 | Water: coastal barrier resources or coastal zones | ☐ | ☐ | ☐ |
| 19 | Water: marine and/or estuarine | ☐ | ☐ | ☐ |
| 20 | Water: stream flow characteristics | ☐ | ☐ | ☐ |
| 21 | Water: wetlands and floodplains | ☐ | ☐ | ☐ |
| 22 | Other important resources<br>Explain: | ☐ | ☐ | ☐ |

Table 2 – This is a list of mandatory impact criteria that preclude the use of a categorical exclusion. If you answer "yes" or "?" for any of the mandatory criteria, you must develop an EA or EIS regardless of your answers in table 1.

Site Name: _____

| | Will your proposal: | Y | N | ? |
|---|---|---|---|---|
| | Have significant negative impacts on public health or safety? | ☐ | ☐ | ☐ |
| 2 | Have significant negative impacts on unique natural resource or geographic characteristics such as historic or cultural resources; park, recreation, or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands; floodplains; national monuments; migratory birds; and other ecologically significant or critical areas? | ☐ | ☐ | ☐ |
| 3 | Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources? | ☐ | ☐ | ☐ |
| 4 | Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks? | ☐ | ☐ | ☐ |
| 5 | Establish a precedent for future action or represent a decision in principle about future actions with potentially significant environmental effects? | ☐ | ☐ | ☐ |
| 6 | Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects? | ☐ | ☐ | ☐ |
| 7 | Have significant adverse effects on properties listed or eligible for listing in the National Register of Historic Places as determined by NPS? | ☐ | ☐ | ☐ |
| 8 | Have significant negative impacts to species listed, or proposed to be listed, on the List of Endangered or Threatened Species or have significant impacts on designated critical habitat for these species? | ☐ | ☐ | ☐ |
| 9 | Violate a federal law, or a state, local, or tribal law or requirement imposed for the protection of the environment? | ☐ | ☐ | ☐ |
| 10 | Have a disproportionately high and adverse effect on low income or minority populations (EO 12898)? | ☐ | ☐ | ☐ |
| 11 | Limit access to and ceremonial use of Indian sacred sites on federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites? | ☐ | ☐ | ☐ |
| 12 | Contribute to the introduction, continued existence, or spread of noxious weeds or nonnative invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species? | ☐ | ☐ | ☐ |

1. Have there been any previous NEPA/SEPA documents that are relevant to this project or this specific site?
    a. ☐ No
    b. ☐ Yes – Attach and summarize findings and include page number references below

2. Explain any negative or unknown impacts identified in Table 1 of the Environmental Resources Survey, or any boxes marked “yes” in Table 2 (mandatory criteria).

3. How was the information identified in the tables derived and what sources of data were used to justify the impact selection?

4. Who contributed to filling out the Environmental Resources Survey (include name, title, agency) and what qualifications do they have that provide the necessary resource expertise to determine impact significance?

5. List all required federal, state, and local permits/approvals needed for the proposal and explain their purpose and status.

# Scope of environmental review as required by National Park Service

Early in the conceptual development of an LWCF proposal, the State shall encourage LWCF project sponsors to document their planning and analysis process, including all efforts to reach out to the interested and affected public and agencies. The public and agencies should be invited to provide input early in the planning process and before any environmental analysis formally begins so the sponsor can clearly communicate the purpose and need for the project and give the public and agencies an opportunity to provide any information that could be useful for scoping out the LWCF proposal and considering its potential impact on resources. This scoping step in the planning process will yield information for use in defining the scope of the LWCF proposal and possible associated environmental impacts.

The Application shall be used by all potential LWCF project sponsors and for any LWCF proposal requiring federal action. Application is designed for use as a tool during project scoping, planning, and proposal development to document environmental information and consider the LWCF proposal's possible environmental impacts at the time it is discussed, presented, or discovered in the field rather than as a "compliance exercise" after a decision is made and the application for federal assistance is being prepared.

As a result of early project scoping and planning, the State/sponsor develops a final proposal for possible federal assistance or action, including a completed ERS. The scope of the environmental review under NEPA, i.e., the extent of resources that may be affected by the project, depends on the type of LWCF proposal under consideration as follows:

a. New acquisition projects. The scope of the environmental review shall include the lands to be acquired and the proposed public outdoor recreation uses intended for the property to be completed within three years from the date of acquisition.

b. Development projects. The scope of the environmental review shall be the proposal to provide or improve facilities for public outdoor recreation use and associated activities resulting from these improvements.

c. Section 6(f)(3) Conversions. Pursuant to 36 CFR 59.3, the scope of the environmental review for Section 6(f)(3) conversions is the entire Section 6(f)(3) park proposed for conversion, including for partial conversions, and lands proposed for replacement including the proposed development for public outdoor recreation use and associated activities. Resources beyond the existing Section 6(f)(3) area are not subject to review unless required by other federal compliance programs.

d. Other LWCF proposals. To determine the scope of the environmental review for other types of LWCF proposals, consult your NPS Regional Office LWCF Program Manager. The scope of the environmental review determines the resources that must be screened for possible environmental impacts resulting from the LWCF proposal.

**NEPA Pathway Options**

The completed application and Environmental Resources Survey (ERS) will guide the state/project sponsor along the appropriate NEPA pathway to produce the level of environmental analysis and documentation required for the proposed undertaking. The application and ERS will document and support the NEPA analysis pathway option chosen for the proposal. States are required to include the completed application with its formal LWCF proposal submission to the NPS.

The NEPA analysis pathway options available to States are:

a. Categorical Exclusion for which a record is needed. These Categorical Exclusions (CE) are for federal actions that, under normal circumstances, are not considered major federal actions and have the potential for minor or no measurable impacts on the human environment. Prior to submitting a proposal to the NPS for federal review and decision, it is the State's responsibility to review the LWCF proposal to determine if the project meets the criteria for a CE determination. If the LWCF proposal meets the criteria for a CE, the State provides sufficient

documentation on the application and ERS to support the CE by indicating that all potential impacts will be minor or less, and NPS agrees with the CE selection, NPS will sign its own CE form signifying the proposal is categorically excluded from further NEPA analysis.

A CE is not applicable if the ERS indicates that the proposal may result in more than minor impacts on resources.

Note in addition to the CE criteria, the State must also consult the list of exceptions to the CE criteria listed in the NEPA. These exceptions describe additional circumstances that may be relevant for the proposal and could result in adverse impacts on the human environment and, therefore, preparation of an EA would be required.

b. **Environmental Assessment**. An Environmental Assessment (EA) is required when 1) the significance of impacts on any resource is unknown, **(A SITE THAT HAS NO DEVELOPMENT ON IT)** or 2) the proposed action does not meet the criteria for CE and is not included in the list of actions that normally require an EIS, or 3) the proposed action needs several CE categories to fully describe the action, would involve one or more CE criteria exceptions, or would involve unresolved conflicts concerning the use of resources. An Environmental Assessment will consist of 5 Chapters.

***Chapter 1 – Purpose, Need, Background*.** This chapter describes the purpose of the EA so that the interested and affected public, including other agencies and decision makers, understand the type and nature of the proposal that needs a federal LWCF decision. This chapter needs to explain the EA will provide a framework for the NPS to evaluate the environmental consequences of the proposed action on the human environment, and must also include any information to help the interested and affected public and decision-makers understand the context for the proposed action, including a clear explanation of the role of the LWCF Act Section 6(f)(3) in the proposal and the scope of the environmental review (see Item 5 above).

***Chapter 2 - Description of Alternatives.*** This chapter must provide enough information for the interested and affected public and decision-makers to understand the proposed alternative (federal approval of the LWCF proposal) and the no action alternative. This chapter should lead off with an evaluation of all alternatives considered and the reasons for selecting the proposed alternative and rejecting the other alternatives.

At a minimum, the proposed alternative should be described in detail along with the public outdoor recreation resources and opportunities provided by the proposal including maps clearly depicting the creation of or changes in the LWCF Section 6(f) boundary. New and/or existing Section 6(f) parkland must be described in detail. This chapter must include an explanation and status of any other approvals, permits or other factors needed to implement the proposal.

***Chapter 3 - Affected Environment.*** The affected environment is a detailed description of the current state of resources expected to experience environmental impacts. Using the resource impact information documented on the environmental screening form (ESF) and other means of collecting information about affected resources, delineate an analysis area boundary for each resource and describe its existing status (location, nature, condition, scope, size, etc.). The existing status of these resources will serve as baseline information upon which impacts will be compared in the next EA chapter.

This includes detailed description of any existing public outdoor recreation resources and opportunities at the affected site(s) including a clear depiction any existing Section 6(f) boundary.

This chapter must also describe the park/recreation area's population service area and demographics, including information about minority and low-income populations pursuant to Executive Order 12898, Environmental Justice in Minority and Low-Income Populations.

Also, this chapter must include a description of any existing easements, right-of-ways, leases, and any other agreements about use of the Section 6(f)(3) area. If the proposal includes land with a history of contamination, this chapter should describe the contamination and current condition/remediation status.

For Section 6(f)(3) conversions, this chapter must include a description of the existing resources associated with the Section 6(f)(3) parkland proposed for whole or partial conversion, including associated outdoor recreation facilities and opportunities and a description of the existing resources at the replacement site(s). The description must include a detailed description of existing outdoor recreation resources, facilities and opportunities for all

affected areas as well as the existing population served by the converted park and the existing population to be served by the new replacement parks.

For conversions, resources beyond the existing and proposed Section 6(f)(3) areas are not subject to review unless required by other federal compliance programs.

Any resources and issues to be dismissed from further analysis must be described in this chapter.

***Chapter 4 - Environmental Impacts.*** This chapter analyzes the degree to which the resources described in Chapter 3 (above) will be impacted by the proposal. The analysis should be presented for the interested and affected public, agencies, and decision-makers to understand the potential for impacts, both beneficial and adverse, and should include qualitative and quantitative data that considers the context, intensity, duration, and timing of the potential impacts. The presentation of data must be presented objectively, accurately, and factually. Resource impacts within the proposed Section 6(f)(3) boundary must be described including any future easements, right of ways, leases and agreements about the use of the Section 6(f)(3) area.

This chapter must also include a detailed discussion of the proposed impacts, both beneficial and adverse, on the provision of public outdoor recreation for the populations served by the proposal including impacts to minority and low income populations pursuant to Executive Order 12898, Environmental Justice in Minority and Low-Income Populations, and a clear depiction of any Section 6(f) boundary changes, especially for expansion of existing Section 6(f) areas and conversions, including a description of any easements, rights-of-way, leases, and any other agreements about the use of the Section 6(f)(3) area as a result of the proposal. If Chapter 3 (above) includes information that any of the land resources in the proposal has a history of contamination, this chapter must include information on the impacts of the proposal on this land considering its status including the land's suitability to support healthy and safe public outdoor recreation activities in perpetuity.

For Section 6(f)(3) conversions, an analysis of impacts to the affected resources described in Chapter 4 must be presented in this chapter. Resources beyond the existing and proposed Section 6(f)(3) areas are not subject to review unless required by other federal compliance programs.

***Chapter 5 - Coordination and Consultation****.* This chapter must list persons, organizations and agencies contacted for information and for identifying important issues, developing alternatives, or analyzing impacts. Any scoping or other public involvement efforts should also be detailed. A list of preparers and their qualifications should be included as well.

(1) Opportunity for public review and comment. At a minimum, States are required to ensure the interested and affected public has had an opportunity to review and provide written comments on completed environmental assessments for LWCF proposals. This public comment period shall be no less than 30 days. The notice an EA is available for review shall be published in the local newspapers and community notices, posted on the sponsoring agency's web site, and made broadly known to the public in such a way that the interested and affected public has ample notice of the public comment period. The State/project sponsor is responsible for reviewing the public comments. These comments and the responses that address all substantive comments are to be included in the proposal's submission to NPS.

If the proposal is revised in response to substantive public comments or for any other reason, States should consult with NPS to determine if the public needs another opportunity to review the revised EA.

b. **Environmental Impact Statement**. An Environmental Impact State (EIS) is required when the potential for significant impact to the human environment exists is indicated by an EA or through the A&R Form. The State should contact NPS for further guidance as soon as there is an indication that an EIS may be required.

## SECTION 5.0 PROPERTY

A. LWCF Boundary Map

Provide (2) hand signed and dated LWCF boundary maps as described.

The LWCF boundary area map shall clearly delineate the area to be subject to the provisions of the LWCF Act (54 U.S.C.§ 2003). An acceptable LWCF boundary area map is required for all development and combination projects prior to NPS approval. The LWCF Boundary establishes the area that will be protected, operated and maintained in accordance with the LWCF Act as a public outdoor recreation area by the project sponsor. A "Limitation of Use" will be required to be recorded on the property deed prior to reimbursement of an awarded project.

The LWCF boundary area subject to the provisions of the LWCF Act must encompass a viable public outdoor recreation area that is capable of being self-supporting without reliance upon adjoining or additional areas not identified in the scope of the project (such as for access, utilities, park support facilities, etc.). Consistent with the intent of the LWCF Act, the Program expectation is the entirety of the park or recreation area being acquired, developed, or expanded will be included within the LWCF boundary area. Exceptions for boundaries that would apply to a lesser area may be considered only when it can be shown the area is self-supporting (as described above). These requests will be reviewed on a case-by-case basis by the NPS LWCF Washington Office prior to award of a grant.

Applicants should consider any existing or potential non-recreational uses of the park property that should be excluded ("carved out") from the LWCF area. It highly recommended that applicants consult with the Mississippi Department of Transportation to determine if any planned road construction or improvement projects might impact the proposed LWCF boundary. If an impact is foreseen, the LWCF boundary should be delineated, if possible, to avoid being impacted by the road construction such as expansion of the ROW so as to not create a future conversion of use.

Prior to final reimbursement for development and combination projects, the State and NPS may mutually agree to alter the LWCF boundary area to provide for the most satisfactory unit intended to be administered under the provisions of the LWCF Act.

The LWCF boundary area map and/or attachments as appropriate shall depict the following:

a. Official park/site name, location, and LWCF project number.

b. Sufficient detail so as to legally identify the lands to be subject to the provisions of the LWCF Act. The following methods of identification are acceptable: deed references; adjoining ownerships; adjoining easements and rights-of-way; public streets; adjoining water bodies or other natural landmarks; metes and bounds; and surveys.

c. All known outstanding rights and interests in the area held by others. Known easements, deed/lease restrictions, reversionary interests, etc. are to be documented, including any area(s) under lease, name(s) of lessor and lessee, and term remaining on the lease(s).

When at the time of project application, it is known that outstanding property rights held by others are being or will be exercised in the foreseeable future and impact only a portion of the area to be subject to the provisions of the LWCF Act, the impacted area must be clearly excluded from the LWCF boundary area depicted on the map and accompanied by an explanation. The remaining project area must meet all LWCF program criteria for eligibility and be a viable public outdoor recreation area.

d. Total acreage of the area within the LWCF boundary and subject to the provisions of the LWCF Act.

e. North arrow.

f. Signature of the project sponsor public official such as the Mayor for a municipality or President for a county board of supervisors. Also, date of signature.

g. Maps of up to 11 inch x 17 inch format are highly preferred for future administrative use such as copying and scanning. Avoid use of color as the only means to delineate areas. Map should be legible when printed in black and white.

B. Property Ownership and Description

The project sponsor must possess sufficient title and adequate legal control of the property to be within the LWCF boundary area in order to provide reasonable assurances that a conversion pursuant to the LWCF Act (54 U.S.C. § 200305(f)(3)) will not occur without its knowledge, state review, and NPS decision.

1. Provide a legal description with acreage of the LWCF Boundary Area

2. Provide a copy of the property deed with description and acreage.

3. If property boundary as described in the deed is different than LWCF Boundary, then provide a plat of the property with the proposed LWCF boundary delineated within the property.

## SECTION 6.0 PROJECT BUDGET, NARRATIVE, and TIMELINE

Provide a budget estimate and budget narrative of the LWCF proposal. The budget estimate and budget narrative must provide a complete estimated cost of the project. If the LWCF assisted elements are a component of a much larger project, your estimate must consider only the elements that will receive federal assistance or be used as part of the match in order to maintain a 50/50 cost share.

A sample budget estimate and narrative are provided below. Applicants may create their own budget forms; however, it is imperative to provide a detailed budget with the percentage of federal and non-federal share.

Applicants must clearly identify their match. Non-federal grants may be used as a match but must be in hand in order to be eligible.

A. Cost Estimate Information

1. How was the cost estimate (budget) derived?

2. What assurances are there that the costs listed are reasonable?

3. Describe any project elements or costs that will improve site resiliency and facility longevity, if any.

4. Are any eligible pre-award costs being included as part of the grant request?
    b. ☐ No
    c. ☒ Yes – Indicate the date from when those costs started being incurred, the funding category/categories, the total amount of pre-award costs anticipated to be incurred before the grant start date, and whether they are included for match purposes or for reimbursement. (Note: these should also be presented in the budget narrative.)

Cost Estimate Notes:

- Include only LWCF Eligible Items in the budget estimate. Non-eligible items cannot be used in local share or LWCF share.
- If over project cost is greater than grants, only show total project equaling grant funds for 50/50 share. To show overall project cost exceeding available grant funds for informational purposes provide a separate cost estimate as prepared by estimator or engineer.
- Material purchased or construction prior to grant award is not eligible for reimbursement. Do not include in budget estimate.
- Pre-award Engineering Cost for Design and Cost Estimates to be identified separately from other engineer fees that will occur after project award.

- Design and Engineering Fees include design, estimates, project administration, and inspections
- Eligible amount of Design and Engineering Fee is limited to 8% of related construction cost
- Contingency budget line item is not allowed. Do not list contingencies or similar entry as a budget item. A contingency percent can be incorporated within the cost of construction elements but it cannot be shown as a line item in the cost estimate/budget.

B. LWCF Project Budget Estimate

| | | | |
|---|---|---|---|
| Applicant | | | |
| Project Name | | | |
| Prepared By | | Date Prepared | |

List specific elements of the Proposed Budget such as playground equipment, tennis courts, pavilion, etc.

| **Element and Description** | **Quantity and Unit** | **Unit Cost** | **Total Cost (100%)** | **LWCF 50% Share** | **Local 50% Share** |
|---|---|---|---|---|---|
| Design and Engineering Fee (Pre-Award of Project) | | | | | |
| Design and Engineering Fee (After Award of Project) | | | | | |
| List Construction Elements Below | | | | | |
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| **Total** | | | | | |

In addition to above Project Budget Estimate include an excel spreadsheet of the Project Budget Estimate on the Flash (USB) Drive.

## C. Budget Narrative

Provide a narrative description of the items included in the project budget. The budget narrative should clearly identify all project costs, and should align with the scope of work identified in the project narrative. Provide detailed information on all cost categories, including the value of in-kind contributions of goods and services provided to complete the project to be counted for matching purposes. Unit costs shall be provided for all budget items including the cost of work to be provided by contractors or sub-recipients. Contingences should not be shown as a line item.

Below Example is in Appendix N - Budget and Budget Narrative

| Element | Units | Cost | Fed Share | Match Share | Total |
|---|---|---|---|---|---|
| Acquisition | 1.5ac | 100,000 | 50,000 | 50,000 | 100,000 |
| "Playground for All"<br>Poured-in-place surface<br>Play elements | 750sf | 8.00 | 23,665<br>3,000<br>20,665 | 23,500<br>3,000<br>20,500 | 47,165<br>6,000<br>41,165 |
| Bathroom Renovation | | | 12,500 | 12,500 | 25,000 |
| Picnic areas<br>Accessible tables<br>Shelters<br>Concrete surface | 3<br>12<br>3<br>1,200sf | 11,750<br>350<br>8,950<br>3.50 | 17,625<br>-<br>15,525<br>2,100 | 17,625<br>4,200<br>11,325<br>2,100 | 35,250<br>4,200<br>26,850<br>4,200 |
| Parking Renovation<br>Demolish existing lot<br>Install new surface lot | 4,500 sf<br>7,000 sf | 2.25<br>3.75 | 19,110<br>5,062<br>14,408 | 17,265<br>5,063<br>12,202 | 36,375<br>10,125<br>26,250 |
| Goals for multi-use field | 2 | 2,100 | 2,100 | 2,100 | 4,200 |
| Site work (3 staff) | 120 h | 16.75 | - | 2,010 | 2,010 |
| Total | | | 125,000 | 125,000 | 250,000 |

## Budget Narrative Example

(Review comments provided for clarification when preparing narrative)

The Hamilton Parks Department expects to execute this project using a combination of in-house labor and contracting with one or more outside companies. We hope to use a single firm to install the playground surface as well as the concrete for the picnic areas and the parking lot. We have reached out to several prospective companies that would typically bid for this sort of work to get general estimates to use in our budget proposal. ***Commented:*** *Explain how budget was developed*

Public engagement efforts and site plan development for the project have occurred over the past several years and were completed in 2018. The costs of this work are not included in our budget proposal. ***Commented:*** *Note what's in and what's out*

Land acquisition: The 1.5 acre portion of the former school property to be acquired has already been appraised to the federal standards and the value determined to be $100,000.

Playground for all children: A new playground with a variety of elements that will be accessible for both able-bodied and disabled children of a range of ages will be built. The playground will have safety surfacing and will have features such as swings and slides, climbing apparatus, and a 12-foot-long suspension bridge. ***Commented:*** *Explain how value was derived – from appraisal or some other method of estimating (explain!)*

Bathroom renovation: The existing bathroom building that includes men's and women's areas will be renovated to reconfigure the sink areas and some of the toilet cubicles so both can meet contemporary accessible design standards. ***Commented:*** *Limited scope of work explains why cost is lower than might be expected for a typical park bathroom renovation*

Picnic areas: Three picnic areas will be developed around the park, to include 20' diameter steel framed gazebo shelters, concrete surface, and accessible picnic tables. The picnic tables will be donated to the project by a local hardware store in Hamilton and will be counted as part of the match. ***Commented:*** *Any donations to the project should specifically be called out and source identified*

Parking Area with Permeable Pavement: A small existing asphalt parking lot that served the school playfield area and that will be accessible to one of the new picnic areas will be demolished and expanded to create a new lot using porous concrete that will park 20 cars, including 3 parking spaces for people with disabilities. ***Commented:*** *Extra detail about this concrete to explain why it's more expensive than the concrete for the picnic area surfaces*

Multi-use field – The land being acquired comprises former school playfields so minimal work is needed. However, to be fully usable new goals will need to be installed.

Site work: Fencing and vegetation that separates the existing park from the former school site will be cleared or demolished. This work will be performed by the park's maintenance staff. We estimate the work will take about 120 hours, or 3 staff each for one week at an average salary of $16.75/hour. ***Commented:*** *If people/labor will be paid for, the narrative must detail the position(s), the work they will perform, the amount of time involved, and actual or average salary as appropriate (e.g., hourly, annual)*

## Budget Narrative

(Provide below)

D. Project Timeline

Provide an estimated timeline showing project milestones and progress from award to completion. Provide total estimated time of project. Typical projects are not funded for more than two years.

Name of Project:

Timeline

## Attachments Checklist

The following items must be included with the Application:

☐ Application Certification Page

☐ Governing Body Resolution (Appendix R – example)

☐ LWCF Application

☐ Location maps (3 separate maps)

1. Locality within State of Mississippi (State of Mississippi map)
2. Location within the jurisdiction (County or City Map)
3. Local Location Map showing the property, street names, and entrance to the recreation area

☐ Recreation map showing existing outdoor recreation sites in the city or county

☐ Recreation Inventory of existing recreation facilities in the city or county

☐ Site Development Plan – Identify which elements are to be assisted by Land and Water Conservation Funds and location on site. (Appendix M – example)

☐ Building floor plan(s) if structure is grant-funded

☐ LWCF boundary map (provide 2 signed maps)

☐ Budget narrative and cost estimate of proposed LWCF project showing local share and federal share. Provide a narrative explaining the budget and cost estimate (See example)

☐ Project Timeline

☐ Deed and legal description showing ownership of Property

☐ Property plat with LWCF Boundary Area shown if applicable

☐ USFWS documentation for Endangered Species Act

☐ Coastal Barrier Resource System documentation if applicable

☐ SHPO documentation for Section 106

☐ NHPA documentation for Historic Preservation Act if applicable

☐ Compliance with Executive Order 11988 Floodplain Management if applicable

☐ Compliance with Executive Order 11990 Protection of Wetlands if applicable

☐ Assurances for Construction Programs (SF-424D)
download link www.grants.gov/forms/forms-repository/sf-424-family

☐ Pictures of site – submit pictures showing existing site conditions

☐ Documentation of any public comment period and summary of comments received during any public commenting period. If applicant provided responses to comments received, include these as well.

# LWCF APPLICATION CERTIFICATION

On behalf of the <insert name of applicant/local sponsor>,

I hereby certify the information contained in the attached application is true and correct. I understand this application will be rated on the basis of the information submitted and the submission of incorrect data or an incomplete application can result in this application being withdrawn from consideration for funding.

I hereby certify the applicant will comply with all applicable local, state, and Federal laws and regulations.

I hereby certify the availability of funding for the total project costs as represented in this application.

I hereby certify that the applicant understands that the LWCF program reimburses at 50% and that documentation verifying expenditures must be submitted to MDWFP-ORG in-order to receive reimbursement. Further, it is understood that no partial reimbursements will be requested. When project is 100% complete, required paperwork is received, a final inspection is performed, and National Park Service approval is received a first and final reimbursement will be processed.

I hereby certify that upon completion and prior to reimbursement, the property will be placed under Section 6 (f) protection of the Land & Water Conservation Act and will have “Limitation of Use” wording to such effect recorded in the deed of the property.

I hereby certify that upon completion, the property will be operated and maintained in accordance with the LWCF program.

Further, I certify that necessary coordination with interested parties was involved during the development of the LWCF area.

Signed this _____ day of _____ , 2024

By: _____

Title: _____

Organization _____

Date: _____

Attested by: _____

# Memorandum

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

**From:**

**cc:** **Kermas Eaton, City Clerk**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Ratify an Interagency Agreement between the City of Hattiesburg and the LAMAR County Child Abuse Multidisciplinary Team and the Forrest County Child Abuse Multidisciplinary Team.**
**File Number: 2024-138**
**Minute Book #**

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**Summary**
Ratification of Chief Sims' signature on an Interagency Agreement between the City of Hattiesburg and Lamar & Forrest County Child Abuse Multidisciplinary Team

**Recommendation Statement**
I recommend approval of this item

Please place this on the May 7, 2024 City Council meeting for consideration.

# Interagency Agreement

## VISION STATEMENT

The purpose of this Multidisciplinary Team is to develop a standard response, using a team approach, to the investigation and prosecution of all cases involving child physical abuse, child sexual abuse, child exploitation, physical neglect, human trafficking, child witness to a violent crime, and any other cases the team deems appropriate. This Team will work in a collaborative effort to reduce trauma to children, promote successful legal intervention, and work to ensure the availability of appropriate follow-up services for children and their families.

## MISSION STATEMENT OF THE MDT

The mission of the Forrest County Child Abuse Multidisciplinary Team is to assist in the evaluation and investigation of reports and to provide consultation and coordination for agencies involved in child protection cases. Additionally, MDT members will work to provide complete and comprehensive services to the abused children and their families within Forrest County. This will be achieved through the cooperation and collaboration of the Mississippi Department of Child Protection Services, Law Enforcement, the District Attorney's Office, Medical professionals (Children's Safe Center), Kids Hub Child Advocacy Center, Mental Health Agencies and Professionals, Forrest County Youth Court and any other agencies that are deemed appropriate for aiding in the multidisciplinary approach to respond to child abuse. The Team will strive to improve the investigation, intervention, prosecution and treatment of all cases presented.

## PURPOSE OF THE MDT

The purpose of the Forrest County Multidisciplinary Team is to develop a standard, streamlined approach to the investigation and prosecution of all felony child abuse cases. The team works to establish a safe and nurturing environment for victimized children and their non-abusive caregivers with the goal of minimizing the trauma experienced by the child. Following the Child First Doctrine, the team will ensure that the focus of the investigation process remains on the needs of the child and their best interest.

Specific purposes of the team are:

- To ensure the child is our first priority and is kept at the center of the team's focus;
- To ensure the safety and well-being of the child and to protect them from further abuse;

- To work collaboratively through timely information sharing for case investigation and prosecution in order to hold the alleged perpetrator(s) accountable to prevent them from victimizing others in the future;
- To engage in resource development for appropriate short- and long-term services for the child and non-offending caregivers;
- To provide referrals for trauma focused treatment for the child and non-offending caregivers; and
- To offer advocacy services that provide resources and support for the child to reduce further trauma and increase stability for them

## CONFIDENTIALITY OF RECORDS AND INFORMATION

As stated in Section 43-15-51(5) of the Mississippi Code Annotated, "No person shall disclose information obtained from a meeting of the multidisciplinary team unless necessary to comply with Department of Human Services' regulations or conduct and proceeding in Youth Court or criminal court proceedings or as authorized by a court of competent jurisdiction."

All signatories of this agreement, within the bounds permitted by law, agree to maintain confidentiality of all information obtained as a result of Team participation. This includes all information obtained during Team meetings or for the purpose of investigating, prosecuting, and providing treatment to child victims and their non-offending caregiver.

**As a leader within the Forrest County Multidisciplinary Team, I agree that my agency will comply with the following:**

1. To participate fully utilizing the CAC/MDT model listed in the above mission statement and purpose of the MDT;

2. To follow the above state law regarding confidentiality;

3. To immediately share and receive pertinent case information in adherence to relevant state laws;

4. To work to gain consent from the legal guardian of child clients to enable the MDT to respond to immediate and ongoing needs of the child and family;

5. To ensure participation of my agency on the MDT and at scheduled case review meetings;

6. To share referral, intake, and interviewing procedures; collaborative decision-making; and coordinated case planning and service delivery as outlined in the MDT protocol;

7. To participate in trainings regarding child maltreatment;

8. To contribute knowledge, experience and expertise for a coordinated, comprehensive, compassionate, and professional response.

9. To assist in the evaluation and investigation of reports and to provide consultation and coordination for agencies involved in child protection cases
10. To work to provide complete and comprehensive services to the abused children and their families

**I have read and understand the above statements regarding my agency's roles and responsibilities on the Forrest County MDT.**

Hardy Sims
Printed Name

Signature

Hattiesburg Police
Agency

Chief of Police
Position/Title

4/26/24
Date

# Interagency Agreement

## VISION STATEMENT

The purpose of this Multidisciplinary Team is to develop a standard response, using a team approach, to the investigation and prosecution of all cases involving child physical abuse, child sexual abuse, child exploitation, and child witness to a violent crime. This Team will work in a collaborative effort to reduce trauma to children, promote successful legal intervention, and work to ensure the availability of appropriate follow-up services for children and their families.

## MISSION STATEMENT OF THE MDT

The mission of the LAMAR County Child Abuse Multidisciplinary Team is to assist in the evaluation and investigation of reports and to provide consultation and coordination for agencies involved in child protection cases. Additionally, MDT members will work to provide complete and comprehensive services to the abused children and their families within LAMAR County. This will be achieved through the cooperation and collaboration of the Mississippi Department of Child Protective Services, Law Enforcement (LAMAR County Sheriff's Office, Hattiesburg, Lumberton, Sumrall, and Purvis Police Departments), the District Attorney's Office, Medical professionals (Children's Safe Center), Children's Advocacy Center (Kids Hub Child Advocacy Center), Mental Health Agencies and Professionals (Pine Belt Mental Health Resources, Youth Villages, Bruce Professional Counseling Services, Kids Hub Mental Health), and LAMAR County Youth Court and any other agencies that are deemed appropriate for aiding in the multidisciplinary approach to respond to child abuse. The Team will strive to improve the investigation, intervention, prosecution and treatment of all cases presented.

## PURPOSE OF THE MDT

The purpose of the LAMAR County Multidisciplinary Team is to develop a standard, streamlined approach to the investigation and prosecution of all felony child abuse cases. The team works to establish a safe and nurturing environment for victimized children and their non-abusive caregivers with the goal of minimizing the trauma experienced by the child. Following the Child First Doctrine, the team will ensure that the focus of the investigation process remains on the needs of the child and their best interest.
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All signatories of this agreement, within the bounds permitted by law, agree to maintain confidentiality of all information obtained as a result of Team participation. This includes all information obtained during Team meetings or for the purpose of investigating, prosecuting, and providing treatment to child victims and their non-offending caregiver.

**As a leader within the Lamar County Multidisciplinary Team, I agree that my agency will comply with the following:**

1. To participate fully utilizing the CAC/MDT model listed in the above mission statement and purpose of the MDT;

2. To follow the above state law regarding confidentiality;

3. To immediately share and receive pertinent case information in adherence to relevant state laws;

4. To work to gain consent from the legal guardian of child clients to enable the MDT to respond to immediate and ongoing needs of the child and family;

5. To ensure participation of my agency on the MDT and at scheduled case review meetings;

6. To share referral, intake, and interviewing procedures; collaborative decision-making; and coordinated case planning and service delivery as outlined in the MDT protocol;

7. To participate in trainings regarding child maltreatment;

8. To contribute knowledge, experience and expertise for a coordinated, comprehensive, compassionate, and professional response.

9. To assist in the evaluation and investigation of reports and to provide consultation and coordination for agencies involved in child protection cases
10. To work to provide complete and comprehensive services to the abused children and their families

**I have read and understand the above statements regarding my agency's roles and responsibilities on the Lamar County MDT.**

Hardy Sims
Printed Name

Signature

Hattiesburg Police
Agency

Chief of Police
Position/Title

4/26/24
Date

# Memorandum

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

**From:**

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

**Date:** **Tuesday, May 7, 2024**

**Re:** **Letter of Engagement with Karen McCarty for professional services related to the 2023 Consolidated Annual Performance Report (CAPER), the 2024 CDBG and HOME 2024 Annual Action Plan.**
**File Number: 2024-153**
**Minute Book #**

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**Summary**
Letter of Engagement with Karen McCarty for professional services related to the 2023 Consolidated Annual Performance Report (CAPER), the 2024 CDBG and HOME 2024 Annual Action Plan.

**Recommendation Statement**
I recommend approval of the Letter of Engagement for submittal of the City's 2023 Consolidated Annual Performance Report (CAPER) and the 2024 CDBG and HOME 2024 Annual Action Plan.

Please place this on the May 7, 2024 City Council meeting for consideration.

**Karen McCarty, Consultant**
**7025 Frederick Road**
**Pass Christian, Mississippi 39571**
**(228) 380-8589**
**karenmccarty@ymail.com**

April 27, 2024

Mr. Wiley Quinn
Director of Urban Development
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Dear Mr. Quinn,

I appreciate the opportunity to submit this proposal, as per our conversation on April 25, 2024, to assist in preparing and submitting the City of Hattiesburg's CDBG and HOME 2023 Consolidated Annual Performance Report (CAPER) and the 2024 CDBG and HOME 2024 Annual Action Plan, in addition to assisting the Community Development Department staff as needed.

Preparation of the 2023 CAPER – Due to HUD June 2024

- I will complete the preparation of the 2023 CAPER for a total amount not to exceed $3,700.00, based on my rate of $85.00 per hour, for an estimated 43 hours. My hourly rate includes all indirect costs and travel expenses except copying, printing and postage expenses, which will be billed to the city at costs, based on receipts.
- The time estimates include reviewing prior action plans and Capers, HUD notices, preparing narratives, data charts, and attachments, providing public review drafts and final documents in Work and IDIS formats.
- On site meetings with staff (Staff date and times as needed)
- Preparation of public hearing notices and 15-day draft review to staff.
    - Staff to submit public and legal notices to newspaper/websites/locations.
    - Attend public hearing with staff.
- Input the CAPER into IDIS utilizing CD Staff computer and sign in (1 to 2 days)
    - Note: due to the time frame it is not feasible to obtain new IDIS access through HUD's process.

- The actual timeline and dates will be dependent on HUD deadline and council meeting deadlines, if applicable.
- I am available to begin work on this project immediately.

Preparation of the 2024 CDBG and HOME Annual Action – Due by August 16, 2024.

- I will complete the preparation of the 2024 CDBG and HOME Annual Action Plan for a total amount not to exceed $7,800.00, based on my rate of $85.00 per hour for an estimated 92 hours. My hourly rate includes all indirect costs and travel expenses except copying, printing and postage expenses, which will be billed to the city at costs, based on receipts.
- The time estimate includes reviewing HUD notices, regulations and instructions; searching existing data sources; researching, formatting and maintaining other necessary data (interviews, surveys, meetings, hearings); completing and analyzing information; preparing narratives, data charts and attachments; coordinating citizen outreach and participation efforts; and providing public review drafts(s) and final documents(s) in Word and IDIS formats.
- On site meetings with staff (Staff date and times as needed)
- Preparation of public hearing and meeting notices and 30-day draft review to staff.
    - Staff to submit public and legal notices to newspaper/websites/locations.
    - Attend public hearing and meetings with staff.
- Input the Action Plan into IDIS utilizing CD Staff computer and sign in (1 to 2 days)
    - Note: due to the time frame it is not feasible to obtain new IDIS access through HUD's process.
- The actual timeline and dates will be dependent on HUD deadline and council meeting deadlines, if applicable.
- I am available to begin work on this project immediately.

Please note I am currently not enrolled in SAM.GOV and do not have a UEI number as a requirement for Federal funding.

Thank you for the opportunity,

Karen McCarty

# Memorandum

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

**From:**

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Ratification of previously approved claims docket for the period ending April 12, 2024.**
**File Number: 2024-151**
**Minute Book #**

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**Summary**

**Recommendation Statement**

Please place this on the May 7, 2024 City Council meeting for consideration.

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001000 | | | BALANCE SHEET | | | | | | | |
| 001000 | 060100 | | | GAS/LUBRICANT-CITY BARN | | | | | | |
| 003497 | MAPLES GAS COMPANY | 276961 | 2402522 | 2024 7 | INV | P | 8,122.14 | 041224 | 302370 | DIESEL FOR FUEL STA |
| 049752 | PIGOTT OIL COMPANY | DR-7611-240327134512 | 2402523 | 2024 6 | INV | P | 17,556.00 | 041224 | 302410 | GAS/FUEL STATION |
| 049752 | PIGOTT OIL COMPANY | DR-7611240327134512A | 0 | 2024 6 | INV | P | 8,081.61 | 041224 | 302410 | REG.GAS/FUEL FOR FU |
| | | | | | | | 25,637.61 | | | |
| 050513 | GPM EMPIRE-BULK FUEL | IN-0265432 | 2402620 | 2024 7 | INV | P | 6,993.60 | 041224 | 302347 | GAS FOR FUEL STATIO |
| 050513 | GPM EMPIRE-BULK FUEL | IN-0267569 | 2402619 | 2024 7 | INV | P | 14,357.81 | 041224 | 302347 | GAS FOR FUEL STATIO |
| | | | | | | | 21,351.41 | | | |
| | | | | ACCOUNT TOTAL | | | 55,111.16 | | | |
| | | | | ORG 001000 TOTAL | | | 55,111.16 | | | |
| 001001 | | | REVENUES | | | | | | | |
| 001001 | 332000 | | | POLICE FINES | | | | | | |
| 004271 | SOUTHERN FINANCIAL S | CMCHAT 3/2-3/18/24 | 0 | 2024 7 | INV | P | 5.00 | 041224 | 302436 | FINES COLLECTION FE |
| 004271 | SOUTHERN FINANCIAL S | CMCHAT2 3/2-3/18/24 | 0 | 2024 7 | INV | P | 87.33 | 041224 | 302435 | FINES COLLECTION FE |
| 004271 | SOUTHERN FINANCIAL S | CMCHAT3 3/2-3/18/24 | 0 | 2024 7 | INV | P | 2,143.61 | 041224 | 302437 | FINES COLLECTION FE |
| | | | | | | | 2,235.94 | | | |
| | | | | ACCOUNT TOTAL | | | 2,235.94 | | | |
| | | | | ORG 001001 TOTAL | | | 2,235.94 | | | |
| 001003 | | | CITY COUNCIL | | | | | | | |
| 001003 | 601000 | | | AUDITING AND ACCOUNTING | | | | | | |
| 004442 | TMH | 234399 | 0 | 2024 7 | INV | P | 45,850.00 | 041224 | 302453 | 3RD INTERIM BILLING |
| | | | | ACCOUNT TOTAL | | | 45,850.00 | | | |
| 001003 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287289913717X0405224 | 0 | 2024 7 | INV | P | 40.23 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 40.23 | | | |
| | | | | ORG 001003 TOTAL | | | 45,890.23 | | | |
| 001015 | | | CITY COURT | | | | | | | |
| 001015 | 604800 | | | OTHER PROF.-VICTIM'S ADV.GRANT | | | | | | |
| 003917 | PINE BELT MENTAL HEA | 2023-12 | 0 | 2024 7 | INV | P | 11,074.22 | 041224 | 302412 | COURT BHC PINE BELT |
| 003917 | PINE BELT MENTAL HEA | 2024-01 | 0 | 2024 7 | INV | P | 21,743.54 | 041224 | 302412 | COURT BHC PINE BELT |
| 003917 | PINE BELT MENTAL HEA | 2024-02 | 0 | 2024 7 | INV | P | 16,791.19 | 041224 | 302412 | COURT BHC PINE BELT |
| 003917 | PINE BELT MENTAL HEA | 2024-03 | 0 | 2024 7 | INV | P | 21,437.99 | 041224 | 302412 | COURT BHC PINE BELT |
| | | | | | | | 71,046.94 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | ACCOUNT TOTAL | | 71,046.94 | | | |
| 001015 | 604900 | | | | OTHER PROFESSIONAL SERV. | | | | | |
| 050404 | PRECIOUS TATE JASPER | 0005 | 2400976 | 2024 7 | INV | P | 1,275.00 | 041224 | 302416 | CLEANING OF MUNICIP |
| | | | | | ACCOUNT TOTAL | | 1,275.00 | | | |
| 001015 | 606000 | | | | TELEPHONE AND TELEGRAPH | | | | | |
| 002160 | AT&T MOBILITY | 287289913717X0405224 | 0 | 2024 7 | INV | P | 40.23 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | | ACCOUNT TOTAL | | 40.23 | | | |
| 001015 | 630000 | | | | GAS | | | | | |
| 004321 | SPIRE | g2024-4 APRIL | 0 | 2024 7 | INV | P | 20.00 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | | | ACCOUNT TOTAL | | 20.00 | | | |
| | | | | | ORG 001015 TOTAL | | 72,382.17 | | | |
| 001020 | | MAYOR/ADMIN. | | | | | | | | |
| 001020 | 501000 | | | | OTHER EXPENDABLE OFF.SPL | | | | | |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 7.54 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | | ACCOUNT TOTAL | | 7.54 | | | |
| 001020 | 505000 | | | | SUBSCRIPTIONS,MAGS,MAPS | | | | | |
| 004017 | REGIONS CARDHOLDER S | 4524-03/31/24 | 0 | 2024 7 | INV | P | 17.11 | 041224 | 302422 | 4524-03/31/24 CREDI |
| | | | | | ACCOUNT TOTAL | | 17.11 | | | |
| 001020 | 511500 | | | | FOOD | | | | | |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 294.64 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | | ACCOUNT TOTAL | | 294.64 | | | |
| 001020 | 570000 | | | | MTR VEHICLE REP. PTS/SPL | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 47.20 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | | ACCOUNT TOTAL | | 47.20 | | | |
| 001020 | 604900 | | | | OTHER PROFESSIONAL SERV. | | | | | |
| 003414 | LEXISNEXIS MATTHEW B | 40836169 | 0 | 2024 7 | INV | P | 30.44 | 041224 | 302369 | MS CODE COURT RLS 2 |
| | | | | | ACCOUNT TOTAL | | 30.44 | | | |
| 001020 | 606000 | | | | TELEPHONE AND TELEGRAPH | | | | | |
| 002160 | AT&T MOBILITY | 287289913717X0405224 | 0 | 2024 7 | INV | P | 99.41 | 041224 | 302283 | MB2016-287/WIRELESS |
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 94.95 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | | | | 194.36 | | | |
| | | | | | ACCOUNT TOTAL | | 194.36 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001020 | 611000 | | | | | | TRAVEL EXPENSE | | | |
| 004017 | REGIONS CARDHOLDER S | 4524-03/31/24 | 0 | 2024 7 | INV | P | 497.69 | 041224 | 302422 | 4524-03/31/24 CREDI |
| | | | | | | | ACCOUNT TOTAL 497.69 | | | |
| 001020 | 6150PR | | | | | | ADVERTISING-PUBLIC RELATIONS | | | |
| 002294 | BOURNE BROTHERS PRIN | 90876 | 0 | 2024 7 | INV | P | 60.00 | 041224 | 302295 | 75-12 X 18 POSTERS |
| | | | | | | | ACCOUNT TOTAL 60.00 | | | |
| 001020 | 615300 | | | | | | ADVERTISING-MAYOR'S YOUTH CONF | | | |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 103.25 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | | | | ACCOUNT TOTAL 103.25 | | | |
| 001020 | 684000 | | | | | | DUES AND MEMBERSHIPS | | | |
| 049879 | HIGH SPEED RAIL | HSRAIL 2024 | 0 | 2024 6 | INV | P | 500.00 | 041224 | 302354 | MUNICIPAL MEMBERSHI |
| | | | | | | | ACCOUNT TOTAL 500.00 | | | |
| 001020 | 684500 | | | | | | REGISTRATION FEE/TUITION | | | |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 240.00 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | | | | ACCOUNT TOTAL 240.00 | | | |
| | | | | | | | ORG 001020 TOTAL 1,992.23 | | | |
| 001040 | | | MUNICIPAL CLERK | | | | | | | |
| 001040 | 615000 | | | | | | ADVERTISING | | | |
| 003141 | HUB CITY SPOKES | 103445 | 0 | 2024 7 | INV | P | 637.12 | 041224 | 302356 | LEGAL NOTICES 3.14. |
| 003141 | HUB CITY SPOKES | 103475 | 0 | 2024 7 | INV | P | 36.88 | 041224 | 302356 | LEGAL NOTICE 3.28.2 |
| 003141 | HUB CITY SPOKES | 103557 | 0 | 2024 7 | INV | P | 32.52 | 041224 | 302356 | LEGAL NOTICES 4.4.2 |
| | | | | | | | 706.52 | | | |
| | | | | | | | ACCOUNT TOTAL 706.52 | | | |
| | | | | | | | ORG 001040 TOTAL 706.52 | | | |
| 001042 | | | ACCOUNTING DIV. | | | | | | | |
| 001042 | 639900 | | | | | | OTHER REPAIRS AND MAINT. | | | |
| 002714 | ECONOMY SUPPLY CO | 119602 | 2402569 | 2024 6 | INV | P | 86.60 | 041224 | 302332 | REPAIR & PAINT WALL |
| | | | | | | | ACCOUNT TOTAL 86.60 | | | |
| | | | | | | | ORG 001042 TOTAL 86.60 | | | |
| 001080 | | | HUMAN RESOURCES | | | | | | | |
| 001080 | 684000 | | | | | | DUES AND MEMBERSHIPS | | | |
| 004017 | REGIONS CARDHOLDER S | 2080-03/31/24 | 0 | 2024 7 | INV | P | 264.00 | 041224 | 302422 | 2080-03/31/24 CREDI |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | ACCOUNT TOTAL | | 264.00 | | | |
| | | | | ORG 001080 | TOTAL | | 264.00 | | | |
| 001090 | | | URBAN DEVELOPMT | | | | | | | |
| 001090 | 501000 | | | | OTHER EXPENDABLE OFF.SPL | | | | | |
| 004017 | REGIONS CARDHOLDER S | 1286-03/31/24 | 0 | 2024 7 | INV | P | 126.50 | 041224 | 302422 | 1286-03/31/24 CREDI |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 82.65 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | | | | 209.15 | | | |
| | | | | | ACCOUNT TOTAL | | 209.15 | | | |
| 001090 | 501100 | | | | N.I.P. SUPPLIES | | | | | |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 35.00 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | | ACCOUNT TOTAL | | 35.00 | | | |
| 001090 | 525000 | | | | GAS AND OIL | | | | | |
| 004514 | UNIVERSITY TIRE & SE | 233753 | 2402749 | 2024 7 | INV | P | 63.95 | 041224 | 302460 | UNIVERSITY TIRE AND |
| | | | | | ACCOUNT TOTAL | | 63.95 | | | |
| 001090 | 570000 | | | | MTR VEHICLE REP. PTS/SPL | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 212.40 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | | ACCOUNT TOTAL | | 212.40 | | | |
| 001090 | 606000 | | | | TELEPHONE AND TELEGRAPH | | | | | |
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 52.22 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | | ACCOUNT TOTAL | | 52.22 | | | |
| 001090 | 607000 | | | | POSTAGE | | | | | |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 85.33 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | | ACCOUNT TOTAL | | 85.33 | | | |
| | | | | ORG 001090 | TOTAL | | 658.05 | | | |
| 001091 | | | INFO TECHNOLOGY | | | | | | | |
| 001091 | 508000 | | | | COMPUTER SUPPLIES | | | | | |
| 002613 | DAKTECH COMPUTERS | 347210 | 2402481 | 2024 7 | INV | P | 199.00 | 041224 | 302324 | VIDEO CARD FOR DETE |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 3,414.13 | 041224 | 302422 | 4341-03/31/24 CREDI |
| 004050 | RICOH CORP | 1099614323 | 2401566 | 2024 7 | INV | P | 2,777.38 | 041224 | 302424 | PRINTER FOR 2ND FLO |
| | | | | | ACCOUNT TOTAL | | 6,390.51 | | | |
| 001091 | 604900 | | | | OTHER PROFESSIONAL SERV. | | | | | |
| 002160 | AT&T MOBILITY | 287289913717X0405224 | 0 | 2024 7 | INV | P | 132.68 | 041224 | 302283 | MB2016-287/WIRELESS |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 002905 | GILLILANDS ELECTRONI | 14006 | 0 | 2024 7 | INV | P | 95.00 | 041224 | 302346 | CABLING SERVICE - I |
| | | | | ACCOUNT TOTAL | | | 227.68 | | | |
| 001091 606000 | | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 52.22 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 52.22 | | | |
| 001091 606800 | | | | NETWORK | | | | | | |
| 002384 | C SPIRE (MEGAGATE) | 205876-89 | 0 | 2024 7 | INV | P | 649.00 | 041224 | 302301 | NETWORK/INTERET - M |
| 002384 | C SPIRE (MEGAGATE) | 3000667134-32 | 0 | 2024 7 | INV | P | 775.00 | 041224 | 302301 | NETWORK/INTERET - M |
| 002384 | C SPIRE (MEGAGATE) | 683013-78 | 0 | 2024 7 | INV | P | 8,375.25 | 041224 | 302301 | NETWORK/INTERET - M |
| | | | | | | | 9,799.25 | | | |
| | | | | ACCOUNT TOTAL | | | 9,799.25 | | | |
| 001091 636500 | | | | OFFICE EQUIPMENT R&M | | | | | | |
| 002236 | BENECOM TECHNOLOGIES | 19667 | 0 | 2024 7 | INV | P | 3,996.00 | 041224 | 302290 | MAINTENANCE ON AS40 |
| 003342 | KRONOS INCORPORATED | 12222710 | 2304963 | 2024 7 | INV | P | 3,790.25 | 041224 | 302367 | KRONOS RENEWAL - IT |
| 003583 | METRIX SOLUTIONS | M104877 | 0 | 2024 7 | INV | P | 2,406.58 | 041224 | 302375 | OFFICE 365 LICENSES |
| 004050 | RICOH CORP | 1100149816 | 0 | 2024 7 | INV | P | 5.00 | 041224 | 302424 | LATE CHARGES - IT D |
| 004050 | RICOH CORP | 5069179416 | 0 | 2024 7 | INV | P | 93.55 | 041224 | 302424 | CHARGES FOR PRODUCT |
| | | | | | | | 98.55 | | | |
| | | | | ACCOUNT TOTAL | | | 10,291.38 | | | |
| | | | | ORG 001091 TOTAL | | | 26,761.04 | | | |
| 001092 | | | GEN.GOVT.BLDG | | | | | | | |
| 001092 560000 | | | | BUILDING MATERIALS & SPLY | | | | | | |
| 002714 | ECONOMY SUPPLY CO | 120092 | 2402688 | 2024 7 | INV | P | 163.95 | 041224 | 302331 | FERGUSON BUILDING-D |
| | | | | ACCOUNT TOTAL | | | 163.95 | | | |
| 001092 604900 | | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 004234 | SMITH, JIM SERVICES | i93610 | 0 | 2024 7 | INV | P | 464.00 | 041224 | 302432 | SERVICE CALL FOR RE |
| | | | | ACCOUNT TOTAL | | | 464.00 | | | |
| 001092 630000 | | | | GAS | | | | | | |
| 004321 | SPIRE | g2024-4 APRIL | 0 | 2024 7 | INV | P | 2,596.79 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | | ACCOUNT TOTAL | | | 2,596.79 | | | |
| 001092 630500 | | | | ELECTRICITY | | | | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | 1,428.43 | 041224 | 302388 | MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 1,428.43 | | | |
| 001092 644900 | | | | OTHER RENT | | | | | | |
| 002720 | EDWARDS PROPERTY MGM | 5/2024 | 0 | 2024 7 | INV | P | 1,100.00 | 041224 | 302333 | DRIVERS LICENSE REN |
| | | | | ACCOUNT TOTAL | | | 1,100.00 | | | |
| | | | | ORG 001092 TOTAL | | | 5,753.17 | | | |
| 001093 | | | INTERMODAL FAC O&M | | | | | | | |
| 001093 599000 | | | | OTHER REPAIR/MAINT. SPL. | | | | | | |
| 002777 | FAGAN TREE AND SPRAY | 4250 | 0 | 2024 7 | INV | P | 225.00 | 041224 | 302339 | LABOR ONLY; IRRIGAT |
| | | | | ACCOUNT TOTAL | | | 225.00 | | | |
| 001093 635000 | | | | BUILDING R&M | | | | | | |
| 004234 | SMITH, JIM SERVICES | i93554 | 2402171 | 2024 7 | INV | P | 4,815.90 | 041224 | 302432 | REPLACE DEFECTIVE C |
| 004234 | SMITH, JIM SERVICES | i93597 | 2402689 | 2024 7 | INV | P | 4,598.78 | 041224 | 302432 | REPLACE CONTROL SYS |
| 004234 | SMITH, JIM SERVICES | i93606 | 0 | 2024 7 | INV | P | 2,592.22 | 041224 | 302432 | WRK #64735 ADDTIONA |
| | | | | | | | 12,006.90 | | | |
| | | | | ACCOUNT TOTAL | | | 12,006.90 | | | |
| | | | | ORG 001093 TOTAL | | | 12,231.90 | | | |
| 001094 | | | METRPLTN PLANG. | | | | | | | |
| 001094 505000 | | | | SUBSCRIPTIONS,MAGS,MAPS | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 99.34 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 99.34 | | | |
| 001094 507000 | | | | BOOKS | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 174.66 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 174.66 | | | |
| 001094 604900 | | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 40.23 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 40.23 | | | |
| 001094 636500 | | | | OFFICE EQUIPMENT R&M | | | | | | |
| 004057 | RJ YOUNG COMPANY | INV6861047 | 0 | 2024 7 | INV | P | 175.00 | 041224 | 302425 | COPIER MB 2020-235 |
| | | | | ACCOUNT TOTAL | | | 175.00 | | | |
| 001094 684000 | | | | DUES AND MEMBERSHIPS | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 299.00 | 041224 | 302422 | 4341-03/31/24 CREDI |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | ACCOUNT TOTAL | | 299.00 | | | |
| | | | | ORG 001094 | TOTAL | | 788.23 | | | |
| 001095 | | | G/G INS.OTH SER | | | | | | | |
| 001095 | 602500 | | | LEGAL | | | | | | |
| 002377 | BUTLER,SNOW,O'MARA,S | 10421510 | 0 | 2024 7 | INV | P | 940.00 | 041224 | 302300 | ARPA ADMINISTRATION |
| 003090 | HICKS LAW FIRM, LLC | 11358 | 0 | 2024 7 | INV | P | 460.00 | 041224 | 302353 | JEFFREY GRAY V HATT |
| 003090 | HICKS LAW FIRM, LLC | 11359 | 0 | 2024 7 | INV | P | 980.00 | 041224 | 302353 | HALL AVENUE EAST PR |
| 003090 | HICKS LAW FIRM, LLC | 11360 | 0 | 2024 7 | INV | P | 1,780.00 | 041224 | 302353 | HOPE CHATMAN V CITY |
| 003090 | HICKS LAW FIRM, LLC | 11361 | 0 | 2024 7 | INV | P | 2,300.00 | 041224 | 302353 | DENNIS PIERCE V CIT |
| 003090 | HICKS LAW FIRM, LLC | 11366 | 0 | 2024 7 | INV | P | 1,240.00 | 041224 | 302353 | BRYAN SALIBA AND DE |
| | | | | | | | 6,760.00 | | | |
| 049330 | PHELPS DUNBAR LLP | 1342080 | 0 | 2024 7 | INV | P | 511.25 | 041224 | 302409 | GENERAL ADVICE AND |
| | | | | | ACCOUNT TOTAL | | 8,211.25 | | | |
| 001095 | 602701 | | | MEDICAL ANALYSIS-EMP CLINIC | | | | | | |
| 002037 | AB SUPPORT SERVICES | 3B2017 | 2400345 | 2024 7 | INV | P | 466.00 | 041224 | 302268 | TWO-QUOTE JANITORIA |
| 002523 | COMCAST CABLEVISION | MAR 30-APR 29 | 0 | 2024 7 | INV | P | 206.09 | 041224 | 302317 | COMCAST- CITY EMPLO |
| 003576 | MEDICAL ANALYSIS-GHV | 11130 | 0 | 2024 7 | INV | P | 30,069.35 | 041224 | 302374 | 3/24 EMPLOYEE CLINI |
| | | | | | ACCOUNT TOTAL | | 30,741.44 | | | |
| 001095 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 004197 | SHOWS DEARMAN & WAIT | 24105 | 0 | 2024 7 | INV | P | 11,915.00 | 041224 | 302431 | iNSURANCE CLAIM |
| 050572 | BROWN COURT REPORTIN | 205126 | 0 | 2024 7 | INV | P | 756.00 | 041224 | 302298 | HATTIESBURG PLANNIN |
| | | | | | ACCOUNT TOTAL | | 12,671.00 | | | |
| 001095 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002158 | AT&T | L2024-03.28 | 0 | 2024 7 | INV | P | 233.65 | 041224 | 302280 | AT&T BLUE LIGHTS-LO |
| 002158 | AT&T | L2024-30/20 | 0 | 2024 7 | INV | P | 52.37 | 041224 | 302280 | AT&T BLUE LIGHTS-LO |
| 002158 | AT&T | L2024-4/04/24 | 0 | 2024 7 | INV | P | 157.11 | 041224 | 302280 | AT&T BLUE LIGHTS-LO |
| | | | | | | | 443.13 | | | |
| 047050 | C SPIRE (IP) | L2024-04012024 | 0 | 2024 7 | INV | P | 6,823.83 | 041224 | 302302 | C SPIRE-04/01/24-MS |
| | | | | | ACCOUNT TOTAL | | 7,266.96 | | | |
| 001095 | 607000 | | | POSTAGE | | | | | | |
| 050092 | PITNEY BOWES BANK | 3192024 | 0 | 2024 7 | INV | P | 164.10 | 041224 | 302414 | PURCHASE POWER 3.19 |
| | | | | | ACCOUNT TOTAL | | 164.10 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001095 | 670000 | | | | | | SETTLEMT OF DAMAGE CLAIMS | | | |
| 049675 | KOHLER CO. | FY24 KOHLER | 0 | 2024 7 | INV | P | 64,178.00 | 041224 | 302366 | FY24 SETTLEMENT PAY |
| | | | | | | | ACCOUNT TOTAL 64,178.00 | | | |
| | | | | | | | ORG 001095 TOTAL 123,232.75 | | | |
| 001100 | | | POLICE/PUB.SFTY | | | | | | | |
| 001100 | 501000 | | | | | | OTHER EXPENDABLE OFF.SPL | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1052448-1 | 2402558 | 2024 7 | INV | P | 21.06 | 041224 | 302402 | SUPPLIES FOR HPD & |
| 003810 | OFFICE PRODUCTS PLUS | 1052448-2 | 2402558 | 2024 7 | INV | P | 56.66 | 041224 | 302402 | SUPPLIES FOR HPD & |
| | | | | | | | 77.72 | | | |
| | | | | | | | ACCOUNT TOTAL 77.72 | | | |
| 001100 | 525000 | | | | | | GAS AND OIL | | | |
| 049764 | GPM EMPIRE-FLASHMARK | 93059 2/2024 | 0 | 2024 7 | INV | P | 851.38 | 041224 | 302348 | 2/2024 FLASHMARKET |
| 049764 | GPM EMPIRE-FLASHMARK | 93059 3/2024 | 0 | 2024 7 | INV | P | 888.48 | 041224 | 302349 | FLASHMARKET CHARGES |
| | | | | | | | 1,739.86 | | | |
| | | | | | | | ACCOUNT TOTAL 1,739.86 | | | |
| 001100 | 535500 | | | | | | WEARING APPAREL | | | |
| 002769 | EXPRESS PRESS | 54492A | 2402261 | 2024 7 | INV | P | 3,443.10 | 041224 | 302338 | SHIRTS FOR DISPATCH |
| 004017 | REGIONS CARDHOLDER S | 1286-03/31/24 | 0 | 2024 7 | INV | P | 134.82 | 041224 | 302422 | 1286-03/31/24 CREDI |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 349.45 | 041224 | 302422 | 4341-03/31/24 CREDI |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 473.00 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | | | | 957.27 | | | |
| | | | | | | | ACCOUNT TOTAL 4,400.37 | | | |
| 001100 | 546000 | | | | | | MINOR EQUIPMENT | | | |
| 003742 | N & H ELECTRONIC DIS | 20367 | 2402598 | 2024 7 | INV | P | 155.00 | 041224 | 302397 | LIGHTS FOR RESOURCE |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 162.92 | 041224 | 302422 | 4341-03/31/24 CREDI |
| 004575 | WALMART STORES INC | 574058824076582 | 2402085 | 2024 7 | INV | P | 48.73 | 041224 | 302462 | ITEM FOR CHIEF SIMS |
| 004575 | WALMART STORES INC | 704053561462632 | 2402007 | 2024 7 | INV | P | 317.57 | 041224 | 302462 | ITEMS FOR CHIEF SIM |
| | | | | | | | 366.30 | | | |
| | | | | | | | ACCOUNT TOTAL 684.22 | | | |
| 001100 | 559000 | | | | | | OTHER OPERATING MATL/SPLY | | | |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 209.99 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | | | | ACCOUNT TOTAL 209.99 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001100 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002060 | ADVANCE AUTO PARTS | 5604408279633 | 2402486 | 2024 7 | INV | P | 2,100.50 | 041224 | 302271 | PARTS FOR SHOP UNIT |
| 002060 | ADVANCE AUTO PARTS | 5604408579671 | 2402477 | 2024 7 | INV | P | 1,995.09 | 041224 | 302271 | PARTS FOR SHOP AND |
| | | | | | | | 4,095.59 | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 3,281.00 | 041224 | 302283 | MB2016-287/WIRELESS |
| 004514 | UNIVERSITY TIRE & SE | INV233000 | 2402478 | 2024 7 | INV | P | 2,897.28 | 041224 | 302460 | TIRES FOR STOCK-HPD |
| 047220 | WURTH USA INC | 97910088 | 2400477 | 2024 7 | INV | P | 263.57 | 041224 | 302468 | PARTS FOR SHOP-HPD |
| 047220 | WURTH USA INC | 97965513 | 2401050 | 2024 7 | INV | P | 149.98 | 041224 | 302468 | PARTS FOR THE SHOP- |
| | | | | | | | 413.55 | | | |
| | | | | ACCOUNT TOTAL | | | 10,687.42 | | | |
| 001100 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 047011 | JANI-KING OF SOUTH E | SEM04240197 | 2400899 | 2024 7 | INV | P | 2,889.00 | 041224 | 302362 | CLEANING SAFETY COM |
| | | | | ACCOUNT TOTAL | | | 2,889.00 | | | |
| 001100 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002158 | AT&T | 0563152379001 3/24 | 0 | 2024 7 | INV | P | 91.62 | 041224 | 302282 | POLICE DISPATCH |
| 002158 | AT&T | L2023-28 MAR | 0 | 2024 7 | INV | P | 202.00 | 041224 | 302280 | AT&T A PARKER-DEPT |
| 002158 | AT&T | M3182220010593 3/24 | 0 | 2024 7 | INV | P | 413.50 | 041224 | 302281 | POLICE |
| | | | | | | | 707.12 | | | |
| 002160 | AT&T MOBILITY | 287289913717X0405224 | 0 | 2024 7 | INV | P | 7,984.58 | 041224 | 302283 | MB2016-287/WIRELESS |
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 28.48 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | | | | 8,013.06 | | | |
| 048026 | SOUTHERN BILLING | 38652 | 0 | 2024 7 | INV | P | 148.40 | 041224 | 302434 | METRO PHONE SERVICE |
| | | | | ACCOUNT TOTAL | | | 8,868.58 | | | |
| 001100 | 611000 | | | TRAVEL EXPENSE | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 1286-03/31/24 | 0 | 2024 7 | INV | P | 1,348.77 | 041224 | 302422 | 1286-03/31/24 CREDI |
| 004017 | REGIONS CARDHOLDER S | 2080-03/31/24 | 0 | 2024 7 | INV | P | 2,996.68 | 041224 | 302422 | 2080-03/31/24 CREDI |
| | | | | | | | 4,345.45 | | | |
| 050675 | DONALD FORD | 10107OT/FORD | 0 | 2024 7 | INV | P | 295.00 | 041224 | 302329 | PER DIEM REIMBURSEM |
| | | | | ACCOUNT TOTAL | | | 4,640.45 | | | |
| 001100 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | 2,405.81 | 041224 | 302388 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-3/22/24B | 0 | 2024 7 | INV | P | 150.22 | 041224 | 302385 | MISSISSIPPI POWER-8 |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | 2,556.03 | | | |
| | | | | ACCOUNT TOTAL | | 2,556.03 | | | |
| 001100 638400 | | | | MOTOR VEHICLE EQ. R&M | | | | | |
| 003713 MS STATE/TAX COMM/UN | NEW TAGS/UNIT #20314 | 0 | 2024 7 | INV | P | 32.00 | 041224 | 302393 | NEW TAGS/UNIT20314/ |
| 003861 PATTERSON AUTO ELECT | 82239 | 2402595 | 2024 7 | INV | P | 3,007.96 | 041224 | 302407 | REPAIR TO UNIT# 197 |
| | | | | ACCOUNT TOTAL | | 3,039.96 | | | |
| 001100 639800 | | | | TOW IN CHARGES | | | | | |
| 003389 LARRY'S WRECKER SERV | 13546 | 0 | 2024 7 | INV | P | 70.00 | 041224 | 302368 | TOWING OF UNIT# 204 |
| | | | | ACCOUNT TOTAL | | 70.00 | | | |
| 001100 684000 | | | | DUES AND MEMBERSHIPS | | | | | |
| 003688 MS LAW ENFORCEMENT O | MEMBERSHIP2024 | 0 | 2024 7 | INV | P | 455.00 | 041224 | 302383 | MLEOA MEMBERSHIP 20 |
| | | | | ACCOUNT TOTAL | | 455.00 | | | |
| 001100 684500 | | | | REGISTRATION FEE/TUITION | | | | | |
| 004017 REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 850.00 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | 850.00 | | | |
| | | | | ORG 001100 TOTAL | | 41,168.60 | | | |
| 001131 | | | JOINT P&F TRNG. | | | | | | |
| 001131 559100 | | | | OTHER OPER.MATLS-FULL R | | | | | |
| 004017 REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 673.58 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | 673.58 | | | |
| 001131 560000 | | | | BUILDING MATERIALS & SPLY | | | | | |
| 002714 ECONOMY SUPPLY CO | 120143 | 2402714 | 2024 7 | INV | P | 186.45 | 041224 | 302331 | SCREWS |
| | | | | ACCOUNT TOTAL | | 186.45 | | | |
| 001131 561000 | | | | PLUMBING SUPPLIES | | | | | |
| 002256 BILL'S PLUMBING CO | 44363 | 2402624 | 2024 7 | INV | P | 3,784.00 | 041224 | 302292 | PLUMBING - BURN PAD |
| | | | | ACCOUNT TOTAL | | 3,784.00 | | | |
| 001131 570000 | | | | MTR VEHICLE REP. PTS/SPL | | | | | |
| 004017 REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 90.12 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | 90.12 | | | |
| 001131 6110FR | | | | MINOR EQUIPMENT-FIRE | | | | | |
| 002148 ARNOLD, JOURDAN | 10168 | 0 | 2024 7 | INV | P | 345.00 | 041224 | 302279 | ARNOLD TRAVEL TO IN |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003087 | HESSION, CHANCE | 10131 | 0 | 2024 7 | INV | P | 236.00 | 041224 | 302352 | HESSION TRAVEL-PEAR |
| 050669 | STEVEN BARRETT | 10133 | 0 | 2024 7 | INV | P | 236.00 | 041224 | 302445 | BARRET TRAVEL-PEARL |
| 050670 | DANIEL MOORE | 10134 | 0 | 2024 7 | INV | P | 472.00 | 041224 | 302325 | MOORE TRAVEL-PEARL, |
| | | | | ACCOUNT TOTAL | | | 1,289.00 | | | |
| 001131 | 630000 | | | GAS | | | | | | |
| 004321 | SPIRE | g2024-4 APRIL | 0 | 2024 7 | INV | P | 249.05 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | | ACCOUNT TOTAL | | | 249.05 | | | |
| 001131 | 6845FR | | | REGISTRATION-FIRE | | | | | | |
| 004331 | STATE FIRE ACADEMY | 32084 | 0 | 2024 7 | INV | P | 730.00 | 041224 | 302444 | REED/HOLBROOK:FIREF |
| | | | | ACCOUNT TOTAL | | | 730.00 | | | |
| 001131 | 6845PO | | | REGISTRATION-POLICE | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 2,685.00 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 2,685.00 | | | |
| | | | | ORG 001131 TOTAL | | | 9,687.20 | | | |
| 001160 | | | FIRE DIVISION | | | | | | | |
| 001160 | 510000 | | | CLEANING/JANITORIAL SPLY | | | | | | |
| 002471 | CINTAS CORPORATION # | 4187342150 | 0 | 2024 7 | INV | P | 29.02 | 041224 | 302309 | HFD MECHANIC SHOP J |
| 002471 | CINTAS CORPORATION # | 4188075345 | 0 | 2024 7 | INV | P | 29.99 | 041224 | 302309 | HFD MECHANIC SHOP J |
| | | | | | | | 59.01 | | | |
| 048909 | BRADY COMPANIES, LLC | 8692181 | 2402165 | 2024 7 | INV | P | 1,355.78 | 041224 | 302297 | HFD JANITORIAL & CL |
| | | | | ACCOUNT TOTAL | | | 1,414.79 | | | |
| 001160 | 511000 | | | HOUSEHOLD SUPPLIES | | | | | | |
| 004256 | SOLAR SUPPLY INC | 3476389 | 2402578 | 2024 7 | INV | P | 209.52 | 041224 | 302433 | HFD NEW ADMIN OFFIC |
| 050056 | AMAZON CAPITAL | 1D77-VJLG-9HWX | 2402526 | 2024 7 | INV | P | 575.24 | 041224 | 302276 | HFD SUPPLIES FOR ST |
| | | | | ACCOUNT TOTAL | | | 784.76 | | | |
| 001160 | 512000 | | | MEDICAL SUPPLIES | | | | | | |
| 050577 | NUMBERED COMPANY LLC | PS-INV198527 | 2402393 | 2024 7 | INV | P | 90.56 | 041224 | 302401 | HFD AED REPAIR PART |
| 050577 | NUMBERED COMPANY LLC | PS-INV199646 | 2402393 | 2024 7 | INV | P | 67.00 | 041224 | 302401 | HFD AED REPAIR PART |
| | | | | | | | 157.56 | | | |
| | | | | ACCOUNT TOTAL | | | 157.56 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001160 | 525000 | | | GAS AND OIL | | | | | | |
| 049764 | GPM EMPIRE-FLASHMARK | 93059 2/2024 | 0 | 2024 7 | INV | P | 178.58 | 041224 | 302348 | 2/2024 FLASHMARKET |
| 049764 | GPM EMPIRE-FLASHMARK | 93059 3/2024 | 0 | 2024 7 | INV | P | 115.07 | 041224 | 302349 | FLASHMARKET CHARGES |
| | | | | | | | 293.65 | | | |
| | | | | ACCOUNT TOTAL | | | 293.65 | | | |
| 001160 | 525700 | | | DIESEL FUEL | | | | | | |
| 049764 | GPM EMPIRE-FLASHMARK | 93059 2/2024 | 0 | 2024 7 | INV | P | 686.50 | 041224 | 302348 | 2/2024 FLASHMARKET |
| 049764 | GPM EMPIRE-FLASHMARK | 93059 3/2024 | 0 | 2024 7 | INV | P | 1,243.14 | 041224 | 302349 | FLASHMARKET CHARGES |
| | | | | | | | 1,929.64 | | | |
| | | | | ACCOUNT TOTAL | | | 1,929.64 | | | |
| 001160 | 535000 | | | UNIFORMS, BADGES, ETC. | | | | | | |
| 050056 | AMAZON CAPITAL | 1D77-VJLG-9HWX | 2402526 | 2024 7 | INV | P | 127.59 | 041224 | 302276 | HFD SUPPLIES FOR ST |
| | | | | ACCOUNT TOTAL | | | 127.59 | | | |
| 001160 | 535500 | | | WEARING APPAREL | | | | | | |
| 002733 | EMERGENCY EQUIPMENT | 500729 | 2401118 | 2024 7 | INV | P | 2,219.48 | 041224 | 302334 | HFD HELMET LEATHER |
| | | | | ACCOUNT TOTAL | | | 2,219.48 | | | |
| 001160 | 545000 | | | HAND TOOLS | | | | | | |
| 003543 | MCELHANEY PLUMBING I | 301755 | 2402699 | 2024 7 | INV | P | 34.95 | 041224 | 302373 | HFD NEW ADMIN OFFIC |
| | | | | ACCOUNT TOTAL | | | 34.95 | | | |
| 001160 | 546000 | | | MINOR EQUIPMENT | | | | | | |
| 050056 | AMAZON CAPITAL | 1D77-VJLG-9HWX | 2402526 | 2024 7 | INV | P | 332.82 | 041224 | 302276 | HFD SUPPLIES FOR ST |
| | | | | ACCOUNT TOTAL | | | 332.82 | | | |
| 001160 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 050056 | AMAZON CAPITAL | 1D77-VJLG-9HWX | 2402526 | 2024 7 | INV | P | 131.09 | 041224 | 302276 | HFD SUPPLIES FOR ST |
| | | | | ACCOUNT TOTAL | | | 131.09 | | | |
| 001160 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 354.00 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 354.00 | | | |
| 001160 | 602700 | | | MEDICAL | | | | | | |
| 004698 | ZOLL MEDICAL CORP | 3938136 | 2402395 | 2024 7 | INV | P | 3,878.29 | 041224 | 302469 | HFD AED'S LADDER 1 |
| 004698 | ZOLL MEDICAL CORP | 3939121 | 2401912 | 2024 7 | INV | P | 215.00 | 041224 | 302469 | HFD LADDER 1 AED SE |
| | | | | | | | 4,093.29 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | ACCOUNT TOTAL | 4,093.29 | | |
| 001160 | 612000 | | | | | | FREIGHT | | | |
| 004698 | ZOLL MEDICAL CORP | 3939121 | 2401912 | 2024 7 | INV | P | 35.00 | 041224 | 302469 | HFD LADDER 1 AED SE |
| 050056 | AMAZON CAPITAL | 1D77-VJLG-9HWX | 2402526 | 2024 7 | INV | P | 174.85 | 041224 | 302276 | HFD SUPPLIES FOR ST |
| | | | | | | | ACCOUNT TOTAL | 209.85 | | |
| 001160 | 630000 | | | | | | GAS | | | |
| 004321 | SPIRE | G2024-24 MAR | 0 | 2024 7 | INV | P | 1,831.81 | 041224 | 302443 | SPIRE(WILMUT GAS) V |
| 004321 | SPIRE | g2024-4 APRIL | 0 | 2024 7 | INV | P | 527.87 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | | | | | 2,359.68 | | | |
| | | | | | | | ACCOUNT TOTAL | 2,359.68 | | |
| 001160 | 630500 | | | | | | ELECTRICITY | | | |
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | 1,135.85 | 041224 | 302388 | MISSISSIPPI POWER-V |
| 003873 | PEARL RIVER VALLEY E | 2024-28 MAR | 0 | 2024 7 | INV | P | 449.96 | 041224 | 302408 | PEARL RIVER VALLEY |
| 004282 | SOUTHERN PINE ELECTR | E2024-03.19.24B | 0 | 2024 7 | INV | P | 51.68 | 041224 | 302439 | SOUTHERN PINE ELECT |
| 004282 | SOUTHERN PINE ELECTR | E2024-04.02 | 0 | 2024 7 | INV | P | 957.49 | 041224 | 302439 | SOUTHERN PINE ELECT |
| | | | | | | | 1,009.17 | | | |
| | | | | | | | ACCOUNT TOTAL | 2,594.98 | | |
| 001160 | 631500 | | | | | | WATER | | | |
| 048680 | RAWLS SPRINGS UTILIT | T2024-3/15 | 0 | 2024 7 | INV | P | 52.40 | 041224 | 302420 | RAWLS SPRING UTILIT |
| | | | | | | | ACCOUNT TOTAL | 52.40 | | |
| 001160 | 635000 | | | | | | BUILDING R&M | | | |
| 002714 | ECONOMY SUPPLY CO | 119883 | 2402629 | 2024 7 | INV | P | 730.00 | 041224 | 302331 | HFD NEW ADMIN OFFIC |
| 003543 | MCELHANEY PLUMBING I | 301696 | 2402690 | 2024 7 | INV | P | 108.30 | 041224 | 302373 | HFD NEW ADMIN OFFIC |
| 004256 | SOLAR SUPPLY INC | 3476402 | 2402638 | 2024 7 | INV | P | 433.23 | 041224 | 302433 | HFD NEW ADMIN OFFIC |
| 004498 | UNDERWOOD DOOR COMPA | 15494 | 2402265 | 2024 7 | INV | P | 310.00 | 041224 | 302457 | HFD STATION 7 BAY D |
| | | | | | | | ACCOUNT TOTAL | 1,581.53 | | |
| 001160 | 638000 | | | | | | FIXED EQUIPMENT R&M | | | |
| 004256 | SOLAR SUPPLY INC | 3476481 | 2402681 | 2024 7 | INV | P | 275.00 | 041224 | 302433 | HFD NEW ADMIN OFFIC |
| | | | | | | | ACCOUNT TOTAL | 275.00 | | |
| 001160 | 638400 | | | | | | MOTOR VEHICLE EQ. R&M | | | |
| 003915 | PINE BELT CDJR, INC | 540871 | 2402372 | 2024 7 | INV | P | 553.58 | 041224 | 302411 | HFD C2 UNIT #22165 |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | ACCOUNT TOTAL | | 553.58 | | | |
| 001160 | 641000 | | | OFFICE EQUIPMENT RENT | | | | | | |
| 004050 | RICOH CORP | 39172194 | 0 | 2024 7 | INV | P | 192.00 | 041224 | 302424 | HFD ADMIN COPIER RE |
| 004050 | RICOH CORP | 39180774 | 0 | 2024 7 | INV | P | 192.00 | 041224 | 302424 | HFD ADMIN OFFICE CO |
| 004050 | RICOH CORP | 5069214055 | 0 | 2024 7 | INV | P | 77.51 | 041224 | 302424 | HFD ADMIN COPIER RE |
| | | | | | | | 461.51 | | | |
| | | | | | ACCOUNT TOTAL | | 461.51 | | | |
| 001160 | 642500 | | | CYLINDER RENT | | | | | | |
| 004273 | SOUTHERN GAS & SUPPL | 38173564 | 0 | 2024 7 | INV | P | 123.83 | 041224 | 302438 | HFD MEDICAL OXYGEN |
| 004273 | SOUTHERN GAS & SUPPL | 38309836 | 0 | 2024 7 | INV | P | 117.79 | 041224 | 302438 | HFD MEDICAL OXYGEN |
| | | | | | | | 241.62 | | | |
| | | | | | ACCOUNT TOTAL | | 241.62 | | | |
| 001160 | 643500 | | | MOP-MAT-RAG RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4183021705 | 0 | 2024 7 | INV | P | 57.27 | 041224 | 302308 | HFD ADMIN OFFICE MA |
| 002471 | CINTAS CORPORATION # | 4185872667 | 0 | 2024 7 | INV | P | 58.08 | 041224 | 302308 | HFD ADMIN OFFICE MA |
| | | | | | | | 115.35 | | | |
| | | | | | ACCOUNT TOTAL | | 115.35 | | | |
| 001160 | 729500 | | | OTHER IMPROVEMENTS | | | | | | |
| 003543 | MCELHANEY PLUMBING I | 301661 | 2402233 | 2024 7 | INV | P | 499.00 | 041224 | 302373 | HFD NEW ADMIN OFFIC |
| 004176 | SHERWIN-WILLIAMS COM | 5098-8 | 2402476 | 2024 7 | INV | P | 269.95 | 041224 | 302430 | HFD NEW ADMIN OFFIC |
| 004176 | SHERWIN-WILLIAMS COM | 5904-5 | 2402630 | 2024 7 | INV | P | 336.98 | 041224 | 302430 | HFD NEW ADMIN OFFIC |
| | | | | | | | 606.93 | | | |
| 004256 | SOLAR SUPPLY INC | 3476128 | 2402472 | 2024 7 | INV | P | 3.90 | 041224 | 302433 | HFD NEW ADMIN OFFIC |
| 004256 | SOLAR SUPPLY INC | 3476304 | 2402548 | 2024 7 | INV | P | 117.62 | 041224 | 302433 | HFD NEW ADMIN OFFIC |
| | | | | | | | 121.52 | | | |
| | | | | | ACCOUNT TOTAL | | 1,227.45 | | | |
| | | | | ORG 001160 | TOTAL | | 21,546.57 | | | |
| 001180 | | | LAND DEVEL.ADM. | | | | | | | |
| 001180 | 601300 | | | DEMOLITION | | | | | | |
| 003718 | MSP ENTERPRISES, LLC | 040124-0 | 0 | 2024 7 | INV | P | 10,458.56 | 041224 | 302394 | DEMO - 906 EDWARDS |
| | | | | | ACCOUNT TOTAL | | 10,458.56 | | | |
| 001180 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 49.99 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 49.99 | | | |
| 001180 | 611000 | | | TRAVEL EXPENSE | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 2080-03/31/24 | 0 | 2024 7 | INV | P | 873.05 | 041224 | 302422 | 2080-03/31/24 CREDI |
| 048782 | BATES JAMES KEVIN | 10156OT/BATES | 0 | 2024 7 | INV | P | 1,685.68 | 041224 | 302289 | TRAVEL ADV - BOAM S |
| | | | | ACCOUNT TOTAL | | | 2,558.73 | | | |
| 001180 | 638400 | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 004514 | UNIVERSITY TIRE & SE | INV233423 | 2402521 | 2024 7 | INV | P | 99.20 | 041224 | 302460 | OIL CHANGE & WIPER |
| | | | | ACCOUNT TOTAL | | | 99.20 | | | |
| 001180 | 684500 | | | REGISTRATION FEE/TUITION | | | | | | |
| 002279 | BOAM | BOAM CONF 2024 | 0 | 2024 7 | INV | P | 250.00 | 041224 | 302294 | REGISTRATION FOR K |
| | | | | ACCOUNT TOTAL | | | 250.00 | | | |
| | | | | ORG 001180 TOTAL | | | 13,416.48 | | | |
| 001191 | | TRAFFIC MAINT. | | | | | | | | |
| 001191 | 502000 | | | MINOR OFFICE EQUIP/FURN. | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 375.10 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 375.10 | | | |
| 001191 | 554000 | | | TRAFFIC CONTROL EQ. SPLY. | | | | | | |
| 004412 | TEMPLE INC | INV0239400 | 2401857 | 2024 6 | INV | P | 1,236.00 | 041224 | 302448 | SIGNAL REPAIR |
| | | | | ACCOUNT TOTAL | | | 1,236.00 | | | |
| 001191 | 565000 | | | PAINT AND PAINTING SPLY. | | | | | | |
| 002168 | AUTO ZONE | 0139899265 | 2402362 | 2024 6 | INV | P | 41.98 | 041224 | 302286 | PAINT MATERIALS |
| | | | | ACCOUNT TOTAL | | | 41.98 | | | |
| 001191 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 94.40 | 041224 | 302283 | MB2016-287/WIRELESS |
| 003861 | PATTERSON AUTO ELECT | 82244 | 2401932 | 2024 6 | INV | P | 1,729.14 | 041224 | 302407 | VEHICLE REPAIR 2005 |
| 003861 | PATTERSON AUTO ELECT | 82275 | 2402552 | 2024 6 | INV | P | 423.76 | 041224 | 302407 | AUTOMOBILE REPAIR U |
| | | | | | | | 2,152.90 | | | |
| | | | | ACCOUNT TOTAL | | | 2,247.30 | | | |
| 001191 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188072576 | 0 | 2024 7 | INV | P | 25.00 | 041224 | 302309 | TRAFFIC UNIFORM SC |
| 002471 | CINTAS CORPORATION # | 4188879769 | 0 | 2024 7 | INV | P | 25.00 | 041224 | 302309 | TRAFFIC UNIFORM SC |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 50.00 | | | |
| | | | | | ACCOUNT TOTAL | | 50.00 | | | |
| 001191 | 643500 | | | | MOP-MAT-RAG RENT | | | | | |
| 002471 | CINTAS CORPORATION # | 4188072062 | 0 | 2024 7 | INV | P | 8.56 | 041224 | 302309 | TRAFFIC MATS SC/820 |
| 002471 | CINTAS CORPORATION # | 4188879782 | 0 | 2024 7 | INV | P | 8.56 | 041224 | 302309 | TRAFFIC MATS SC/8 |
| | | | | | | | 17.12 | | | |
| | | | | | ACCOUNT TOTAL | | 17.12 | | | |
| 001191 | 687000 | | | | CUSTODIAL SERVICE | | | | | |
| 050419 | SCRUB HUB LLC | 4 | 2401114 | 2024 7 | INV | P | 432.72 | 041224 | 302428 | TWO-QUOTE JANITORIA |
| | | | | | ACCOUNT TOTAL | | 432.72 | | | |
| | | | | | ORG 001191 TOTAL | | 4,400.22 | | | |
| 001201 | | | | STREET DIV. | | | | | | |
| 001201 | 502000 | | | | MINOR OFFICE EQUIP/FURN. | | | | | |
| 002905 | GILLILANDS ELECTRONI | 14003 | 2402294 | 2024 7 | INV | P | 1,309.94 | 041224 | 302346 | SECURITY INSTALL-MO |
| 004017 | REGIONS CARDHOLDER S | 6566-03/31/24 | 0 | 2024 7 | INV | P | 807.81 | 041224 | 302422 | 6566-03/31/24 CREDI |
| | | | | | ACCOUNT TOTAL | | 2,117.75 | | | |
| 001201 | 535500 | | | | WEARING APPAREL | | | | | |
| 002795 | FASTENAL COMPANY | MSHAT241591 | 0 | 2024 7 | INV | P | 211.62 | 041224 | 302340 | REF P.O. 2401947 AD |
| | | | | | ACCOUNT TOTAL | | 211.62 | | | |
| 001201 | 540000 | | | | ASPHALT & ASPHALT PROD. | | | | | |
| 004586 | WARREN PAVING INC | 89172 | 2402031 | 2024 7 | INV | P | 201.53 | 041224 | 302463 | ASPHALT FOR VARIOUS |
| 004586 | WARREN PAVING INC | 89172A | 2402769 | 2024 7 | INV | P | 345.78 | 041224 | 302463 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 89538 | 2402436 | 2024 7 | INV | P | 273.41 | 041224 | 302463 | ASPHALT FOR VARIOUS |
| 004586 | WARREN PAVING INC | 89542 | 2402436 | 2024 7 | INV | P | 229.85 | 041224 | 302463 | ASPHALT FOR VARIOUS |
| 004586 | WARREN PAVING INC | 89677 | 2402436 | 2024 7 | INV | P | 455.98 | 041224 | 302463 | ASPHALT FOR VARIOUS |
| 004586 | WARREN PAVING INC | 89742 | 2402436 | 2024 7 | INV | P | 613.54 | 041224 | 302463 | ASPHALT FOR VARIOUS |
| 004586 | WARREN PAVING INC | 89962 | 2402436 | 2024 7 | INV | P | 101.95 | 041224 | 302463 | ASPHALT FOR VARIOUS |
| 004586 | WARREN PAVING INC | 90024 | 2402436 | 2024 7 | INV | P | 385.55 | 041224 | 302463 | ASPHALT FOR VARIOUS |
| 004586 | WARREN PAVING INC | 90040 | 2402436 | 2024 7 | INV | P | 297.50 | 041224 | 302463 | ASPHALT FOR VARIOUS |
| 004586 | WARREN PAVING INC | 90117 | 2402436 | 2024 7 | INV | P | 386.47 | 041224 | 302463 | ASPHALT FOR VARIOUS |
| | | | | | | | 3,291.56 | | | |
| | | | | | ACCOUNT TOTAL | | 3,291.56 | | | |
| 001201 | 560500 | | | | ELECTRICAL SUPPLIES | | | | | |
| 003543 | MCELHANEY PLUMBING I | 301597 | 2402618 | 2024 7 | INV | P | 23.85 | 041224 | 302373 | MATERIAL FOR PW A/C |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | ACCOUNT TOTAL | | | 23.85 | | | |
| 001201 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 1,085.60 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 1,085.60 | | | |
| 001201 | 636099 | | | LONG RANGE PAVING PLAN | | | | | | |
| 047056 | WARREN PAVING INC | 2401965.1 | 2401965 | 2024 7 | INV | P | 57,884.58 | 041224 | 302464 | BLANKINSHIP CIRCLE |
| 047056 | WARREN PAVING INC | 2401966.1 | 2401966 | 2024 7 | INV | P | 7,464.73 | 041224 | 302464 | RECA ST - WAREEN PA |
| 047056 | WARREN PAVING INC | 2401967.1 | 2401967 | 2024 7 | INV | P | 31,131.91 | 041224 | 302464 | LILAC ST - WARREN P |
| 047056 | WARREN PAVING INC | 2401969.1 | 2401969 | 2024 7 | INV | P | 8,296.58 | 041224 | 302464 | PETTIGREW ST - WARR |
| 047056 | WARREN PAVING INC | 2401970.1 | 2401970 | 2024 7 | INV | P | 37,997.76 | 041224 | 302464 | HATTIESBURG ST - WA |
| | | | | | | | 142,775.56 | | | |
| 049419 | MISSISSIPPI POWER | WO 5902104082X | 0 | 2024 7 | INV | P | 12,634.65 | 041224 | 302377 | REWORK UNDERGROUND |
| | | | | ACCOUNT TOTAL | | | 155,410.21 | | | |
| 001201 | 638200 | | | MINOR EQUIPMENT R&M | | | | | | |
| 002083 | ALLBRITTON CHAIN SAW | 17361 | 2402471 | 2024 7 | INV | P | 24.00 | 041224 | 302273 | CHAINSAW REPAIRS-PU |
| 002083 | ALLBRITTON CHAIN SAW | 17363 | 2402471 | 2024 7 | INV | P | 207.65 | 041224 | 302273 | CHAINSAW REPAIRS-PU |
| 002083 | ALLBRITTON CHAIN SAW | 17369 | 2402471 | 2024 7 | INV | P | 22.50 | 041224 | 302273 | CHAINSAW REPAIRS-PU |
| | | | | | | | 254.15 | | | |
| | | | | ACCOUNT TOTAL | | | 254.15 | | | |
| 001201 | 638700 | | | AGRICULTURAL EQ. R&M | | | | | | |
| 003986 | PUCKETT MACHINERY CO | WOHB5303727 | 2401838 | 2024 7 | INV | P | 4,182.10 | 041224 | 302417 | REMOVE & INSTALLED |
| | | | | ACCOUNT TOTAL | | | 4,182.10 | | | |
| 001201 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188072186 | 0 | 2024 7 | INV | P | 107.62 | 041224 | 302308 | SC8200044758- P.W. |
| 002471 | CINTAS CORPORATION # | 4188072243 | 0 | 2024 7 | INV | P | 35.92 | 041224 | 302309 | SC8200044758- P.W. |
| 002471 | CINTAS CORPORATION # | 4188072571 | 0 | 2024 7 | INV | P | 30.22 | 041224 | 302309 | SC8200044758- P.W. |
| 002471 | CINTAS CORPORATION # | 4188072579 | 0 | 2024 7 | INV | P | 48.46 | 041224 | 302309 | SC 8200044758 STREE |
| 002471 | CINTAS CORPORATION # | 4188073356 | 0 | 2024 7 | INV | P | 213.79 | 041224 | 302308 | SC8200044758 HEALTH |
| 002471 | CINTAS CORPORATION # | 4188879770 | 0 | 2024 7 | INV | P | 135.54 | 041224 | 302308 | SC8200044758- HEALT |
| 002471 | CINTAS CORPORATION # | 4188879778 | 0 | 2024 7 | INV | P | 48.46 | 041224 | 302309 | SC8200044758- STREE |
| 002471 | CINTAS CORPORATION # | 4188879783 | 0 | 2024 7 | INV | P | 44.76 | 041224 | 302309 | SC8200044758- F S & |
| 002471 | CINTAS CORPORATION # | 4188879784 | 0 | 2024 7 | INV | P | 35.92 | 041224 | 302309 | SC8200044758- P.W. |
| | | | | | | | 700.69 | | | |
| | | | | ACCOUNT TOTAL | | | 700.69 | | | |
| 001201 | 699900 | | | SERVICES NOT SPECIFIED | | | | | | |
| 004466 | TRUCKS PLUS AUTO ACC | 47309 | 2402520 | 2024 7 | INV | P | 1,185.00 | 041224 | 302454 | 20 LF BLK LPRO TOW |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | ACCOUNT TOTAL | 1,185.00 | | |
| | | | | | | | ORG 001201 TOTAL | 168,462.53 | | |
| 001202 | | | STREET LIGHTS | | | | | | | |
| 001202 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | | 3,379.61 041224 | 302388 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-03.24 | 0 | 2024 7 | INV | P | | 52.05 041224 | 302384 | MISSISSIPPI POWER-5 |
| 003700 | MS POWER COMPANY | E2024-2 APRIL | 0 | 2024 7 | INV | P | | 53.90 041224 | 302390 | MISSISSIPPI POWER-2 |
| 003700 | MS POWER COMPANY | E2024-2-APR | 0 | 2024 7 | INV | P | | 159.19 041224 | 302387 | MS POWER VARIOUS AC |
| 003700 | MS POWER COMPANY | E2024-26MAR | 0 | 2024 7 | INV | P | | 81.43 041224 | 302386 | MS POWER ELECTRIC-1 |
| 003700 | MS POWER COMPANY | E2024-29MAR | 0 | 2024 7 | INV | P | | 170.35 041224 | 302389 | MISSISSIPPI POWER-6 |
| 003700 | MS POWER COMPANY | E2024-4/2/24B | 0 | 2024 7 | INV | P | | 48.90 041224 | 302392 | MISSISSIPPI POWER-2 |
| | | | | | | | | 3,945.43 | | |
| 003873 | PEARL RIVER VALLEY E | 2024-27 MAR | 0 | 2024 7 | INV | P | | 264.24 041224 | 302408 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E | 2024-28 MAR | 0 | 2024 7 | INV | P | | 125.97 041224 | 302408 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E | 2024-29 MAR | 0 | 2024 7 | INV | P | | 396.00 041224 | 302408 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E | UTF#2024-22MAR | 0 | 2024 7 | INV | P | | 54.28 041224 | 302408 | PEARL RIVER VALLEY |
| | | | | | | | | 840.49 | | |
| 004282 | SOUTHERN PINE ELECTR | E2024-04.02 | 0 | 2024 7 | INV | P | | 1,993.98 041224 | 302439 | SOUTHERN PINE ELECT |
| | | | | | | | ACCOUNT TOTAL | 6,779.90 | | |
| | | | | | | | ORG 001202 TOTAL | 6,779.90 | | |
| 001203 | | | ENGR/PUBLIC SER | | | | | | | |
| 001203 | 500300 | | | PAPER | | | | | | |
| 003772 | NEWELL PAPER COMPANY | 4165336 | 2400958 | 2024 7 | INV | P | | 107.14 041224 | 302399 | PAPER SUPPLIES FOR |
| | | | | | | | ACCOUNT TOTAL | 107.14 | | |
| 001203 | 501000 | | | OTHER EXPENDABLE OFF.SPL | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | | 95.22 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | | | | ACCOUNT TOTAL | 95.22 | | |
| 001203 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | | 47.20 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | | | | ACCOUNT TOTAL | 47.20 | | |
| 001203 | 601500 | | | ENGINEERING | | | | | | |
| 003764 | NEEL-SCHAFFER INC | 1095292 | 0 | 2024 7 | INV | P | | 1,065.06 041224 | 302398 | MB 2021-373 MS4 STO |
| 004197 | SHOWS DEARMAN & WAIT | 24093 | 0 | 2024 7 | INV | P | | 1,755.00 041224 | 302431 | MB 2012-1/34 EPA RE |
| | | | | | | | ACCOUNT TOTAL | 2,820.06 | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001203 | 606000 | | | | | | TELEPHONE AND TELEGRAPH | | | |
| 002160 | AT&T MOBILITY | 287289913717X0405224 | 0 | 2024 7 | INV | P | 152.20 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | | | | ACCOUNT TOTAL 152.20 | | | |
| 001203 | 630000 | | | | | | GAS | | | |
| 004321 | SPIRE | g2024-4 APRIL | 0 | 2024 7 | INV | P | 143.12 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | | | | | ACCOUNT TOTAL 143.12 | | | |
| 001203 | 687000 | | | | | | CUSTODIAL SERVICE | | | |
| 050419 | SCRUB HUB LLC | 4 | 2401114 | 2024 7 | INV | P | 432.72 | 041224 | 302428 | TWO-QUOTE JANITORIA |
| | | | | | | | ACCOUNT TOTAL 432.72 | | | |
| | | | | | | | ORG 001203 TOTAL 3,797.66 | | | |
| 001204 | | | SHOP DIVISION | | | | | | | |
| 001204 | 559000 | | | | | | OTHER OPERATING MATL/SPLY | | | |
| 003543 | MCELHANEY PLUMBING I | 301651 | 2402626 | 2024 7 | INV | P | 1.95 | 041224 | 302373 | GALV. PLUG FOR AIR |
| 048827 | CARQUEST | 14758-36118 | 2402739 | 2024 7 | INV | P | 23.94 | 041224 | 302303 | MATERIAL FOR PW SHO |
| | | | | | | | ACCOUNT TOTAL 25.89 | | | |
| 001204 | 630000 | | | | | | GAS | | | |
| 004321 | SPIRE | g2024-4 APRIL | 0 | 2024 7 | INV | P | 1,902.13 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | | | | | ACCOUNT TOTAL 1,902.13 | | | |
| 001204 | 642500 | | | | | | CYLINDER RENT | | | |
| 002071 | AIRGAS USA LLC (NORD | 5506831398 | 0 | 2024 7 | INV | P | 594.70 | 041224 | 302272 | AIRGAS/PW SHOP/03.3 |
| 002274 | BLOSSMAN GAS INC | 27446562 | 2402734 | 2024 7 | INV | P | 28.00 | 041224 | 302293 | PROPANE/UNIT 22220 |
| | | | | | | | ACCOUNT TOTAL 622.70 | | | |
| 001204 | 643000 | | | | | | UNIFORM RENT | | | |
| 002471 | CINTAS CORPORATION # | 4188072450 | 0 | 2024 6 | INV | P | 69.18 | 041224 | 302308 | UNIFORM RENTAL/PW S |
| 002471 | CINTAS CORPORATION # | 4188879768 | 0 | 2024 7 | INV | P | 69.18 | 041224 | 302308 | UNIFORM RENTAL/SC#8 |
| | | | | | | | 138.36 | | | |
| | | | | | | | ACCOUNT TOTAL 138.36 | | | |
| | | | | | | | ORG 001204 TOTAL 2,689.08 | | | |
| 001206 | | | DRAINAGE DIV. | | | | | | | |
| 001206 | 606000 | | | | | | TELEPHONE AND TELEGRAPH | | | |
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 608.99 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | | | | ACCOUNT TOTAL 608.99 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001206 | 721501 | | | | FACILITIES IMPROVEMENT | | | | | |
| 004197 | SHOWS DEARMAN & WAIT | 24098 | 0 | 2024 7 | INV | P | 59,098.25 | 041224 | 302431 | MB-1/34 GORDONS CRE |
| | | | | | ACCOUNT TOTAL | | 59,098.25 | | | |
| 001206 | 729500 | | | | OTHER IMPROVEMENTS | | | | | |
| 004197 | SHOWS DEARMAN & WAIT | 24099 | 0 | 2024 7 | INV | P | 20,526.74 | 041224 | 302431 | MB 2012-1/34 DRAINA |
| 004197 | SHOWS DEARMAN & WAIT | 24104 | 0 | 2024 7 | INV | P | 3,850.00 | 041224 | 302431 | MB 2012-1/34 VELMA |
| | | | | | | | 24,376.74 | | | |
| | | | | | ACCOUNT TOTAL | | 24,376.74 | | | |
| | | | | | ORG 001206 TOTAL | | 84,083.98 | | | |
| 001207 | | | CONSTRUCTION | | | | | | | |
| 001207 | 535500 | | | | WEARING APPAREL | | | | | |
| 003216 | J M H GRAPHICS | 41798 | 2402570 | 2024 7 | INV | P | 520.00 | 041224 | 302360 | T-SHIRTS FOR EVENTS |
| 004012 | RED BUD SUPPLY INC | 183192 | 2402210 | 2024 7 | INV | P | 242.55 | 041224 | 302421 | RAIN SUITS FOR CONS |
| | | | | | ACCOUNT TOTAL | | 762.55 | | | |
| 001207 | 559000 | | | | OTHER OPERATING MATL/SPLY | | | | | |
| 002714 | ECONOMY SUPPLY CO | 119547 | 2402597 | 2024 6 | INV | P | 32.95 | 041224 | 302331 | LOCK FOR CONST PER |
| 002714 | ECONOMY SUPPLY CO | 120120 | 2402695 | 2024 7 | INV | P | 39.95 | 041224 | 302331 | TOOL FOR DOOR/CONST |
| | | | | | | | 72.90 | | | |
| 003543 | MCELHANEY PLUMBING I | 301658 | 2402580 | 2024 7 | INV | P | 13.00 | 041224 | 302373 | SMOKE DETECTORS/CON |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 99.54 | 041224 | 302422 | 4341-03/31/24 CREDI |
| 050111 | CHRISTOPHER FORREST | INV-46 | 0 | 2024 7 | INV | P | 50.00 | 041224 | 302307 | REKEY OFFICE DOOR/3 |
| 050111 | CHRISTOPHER FORREST | INV-47 | 0 | 2024 7 | INV | P | 75.00 | 041224 | 302307 | REKEY, PER CYLINDER |
| 050111 | CHRISTOPHER FORREST | INV45 | 0 | 2024 7 | INV | P | 125.00 | 041224 | 302307 | REKEY, PER CYLINDER |
| | | | | | | | 250.00 | | | |
| | | | | | ACCOUNT TOTAL | | 435.44 | | | |
| 001207 | 560000 | | | | BUILDING MATERIALS & SPLY | | | | | |
| 004476 | TURNER SUPPLY COMPAN | 3469501-00 | 2402634 | 2024 7 | INV | P | 627.78 | 041224 | 302455 | SUPPLIES FOR NEW CA |
| | | | | | ACCOUNT TOTAL | | 627.78 | | | |
| 001207 | 560500 | | | | ELECTRICAL SUPPLIES | | | | | |
| 002883 | GARNER LUMLEY ELECTR | 608389 | 2402575 | 2024 6 | INV | P | 25.48 | 041224 | 302345 | SUPPLIES FOR HUBFES |
| 002883 | GARNER LUMLEY ELECTR | 608390 | 2402573 | 2024 6 | INV | P | 340.69 | 041224 | 302345 | SUPPLIES FOR HUBFES |
| | | | | | | | 366.17 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 199.78 | 041224 | 302422 | 4341-03/31/24 CREDI |
| 004256 | SOLAR SUPPLY INC | 3476462 | 2402645 | 2024 7 | INV | P | 11.65 | 041224 | 302433 | LINE SET TOOL/A/C/C |
| | | | | ACCOUNT TOTAL | | | 577.60 | | | |
| 001207 | 561000 | | | PLUMBING SUPPLIES | | | | | | |
| 003543 | MCELHANEY PLUMBING I | 301575 | 2402574 | 2024 6 | INV | P | 481.94 | 041224 | 302373 | SUPPLIES FOR HUBFES |
| | | | | ACCOUNT TOTAL | | | 481.94 | | | |
| 001207 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002166 | AUTO ARMATURE SERVIC | 02780 | 2402781 | 2024 7 | INV | P | 209.95 | 041224 | 302285 | BATTERY FOR UNIT#15 |
| | | | | ACCOUNT TOTAL | | | 209.95 | | | |
| 001207 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 003191 | INTERFACE SECURITY S | 20666963 | 0 | 2024 6 | INV | P | 51.31 | 041224 | 302359 | SECURITY SYSTEM/TWI |
| | | | | ACCOUNT TOTAL | | | 51.31 | | | |
| 001207 | 612000 | | | FREIGHT | | | | | | |
| 004012 | RED BUD SUPPLY INC | 183192 | 2402210 | 2024 7 | INV | P | 15.24 | 041224 | 302421 | RAIN SUITS FOR CONS |
| | | | | ACCOUNT TOTAL | | | 15.24 | | | |
| 001207 | 642500 | | | CYLINDER RENT | | | | | | |
| 002071 | AIRGAS USA LLC (NORD | 5506831399 | 0 | 2024 7 | INV | P | 276.52 | 041224 | 302272 | CYLINDER RENT/CONST |
| | | | | ACCOUNT TOTAL | | | 276.52 | | | |
| 001207 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188072290 | 0 | 2024 6 | INV | P | 77.77 | 041224 | 302308 | UNIFORM RENTAL/CONS |
| 002471 | CINTAS CORPORATION # | 4188879777 | 0 | 2024 7 | INV | P | 103.74 | 041224 | 302308 | UNIFORM RENTAL/SC#8 |
| | | | | | | | 181.51 | | | |
| | | | | ACCOUNT TOTAL | | | 181.51 | | | |
| | | | | ORG 001207 TOTAL | | | 3,619.84 | | | |
| 001220 | | | SANITATION DIV. | | | | | | | |
| 001220 | 511000 | | | HOUSEHOLD SUPPLIES | | | | | | |
| 002472 | CINTAS FIRST AID J71 | 5205238846 | 2402698 | 2024 7 | INV | P | 47.10 | 041224 | 302310 | SANITATION HAND WAR |
| | | | | ACCOUNT TOTAL | | | 47.10 | | | |
| 001220 | 546000 | | | MINOR EQUIPMENT | | | | | | |
| 003543 | MCELHANEY PLUMBING I | 301128 | 2402249 | 2024 7 | INV | P | 107.75 | 041224 | 302373 | LADIES ROOM SANITAT |
| | | | | ACCOUNT TOTAL | | | 107.75 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001220 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 002472 | CINTAS FIRST AID J71 | 5205238889 | 2402493 | 2024 7 | INV | P | 1,239.66 | 041224 | 302310 | GLOVES AND GLASSES |
| | | | | ACCOUNT TOTAL | | | 1,239.66 | | | |
| 001220 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 613.60 | 041224 | 302283 | MB2016-287/WIRELESS |
| 002252 | BIG IRON DIESEL REPA | B10307 | 0 | 2024 7 | INV | P | 254.99 | 041224 | 302291 | SERVICE CALL ON UNI |
| 002739 | EMPIRE TRUCK SALES | CE006221801:01 | 2402725 | 2024 7 | INV | P | 551.84 | 041224 | 302335 | ALL NEW GARBAGE TRU |
| 002739 | EMPIRE TRUCK SALES | CE006221806:01 | 2402726 | 2024 7 | INV | P | 99.77 | 041224 | 302335 | UNIT 15893 SENSOR O |
| 002739 | EMPIRE TRUCK SALES | RE006039242:01 | 2402382 | 2024 7 | INV | P | 1,546.93 | 041224 | 302335 | UNIT 15893 DIAGNOST |
| | | | | | | | 2,198.54 | | | |
| 004120 | SANSOM EQUIPMENT CO | PO6067 | 2402591 | 2024 7 | INV | P | 1,476.21 | 041224 | 302426 | UNIT 20089 JOYSTICK |
| 004139 | SCOTTS HYDRAULIC SER | 58978 | 2402730 | 2024 7 | INV | P | 1,112.42 | 041224 | 302427 | PLEASE SEE ATTACHED |
| 004514 | UNIVERSITY TIRE & SE | 233605 | 2402678 | 2024 7 | INV | P | 473.04 | 041224 | 302460 | UNIT 14676 TIRES |
| 050513 | GPM EMPIRE-BULK FUEL | CE006221458:01 | 2402531 | 2024 6 | INV | P | 3,439.00 | 041224 | 302347 | UNIT 19947 KIT PART |
| | | | | ACCOUNT TOTAL | | | 9,567.80 | | | |
| 001220 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002523 | COMCAST CABLEVISION | 0400824 | 0 | 2024 6 | INV | P | 1.04 | 041224 | 302317 | CABLE FOR SANI/03.2 |
| | | | | ACCOUNT TOTAL | | | 1.04 | | | |
| 001220 | 638400 | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 002739 | EMPIRE TRUCK SALES | RE006039286 | 2402627 | 2024 7 | INV | P | 7,342.74 | 041224 | 302335 | UNIT 21387 TEAR DOW |
| 004139 | SCOTTS HYDRAULIC SER | 58886 | 2402470 | 2024 7 | INV | P | 9,646.58 | 041224 | 302427 | UNIT 19948 TEAR DOW |
| 004297 | SOUTHERN TIRE MART ( | 2520149553 | 2402731 | 2024 7 | INV | P | 235.00 | 041224 | 302441 | UNIT 21388 SERVICE |
| 050509 | HINTON, ANTHONY M | 0003-1 | 2402652 | 2024 7 | INV | P | 714.64 | 041224 | 302355 | UNIT 13982 REPAIR |
| | | | | ACCOUNT TOTAL | | | 17,938.96 | | | |
| 001220 | 639800 | | | TOW IN CHARGES | | | | | | |
| 003253 | JOHNNY'S WRECKER SER | 48551 | 0 | 2024 7 | INV | P | 400.00 | 041224 | 302363 | tow service unit 20 |
| 003253 | JOHNNY'S WRECKER SER | 48568 | 0 | 2024 7 | INV | P | 375.00 | 041224 | 302363 | TOWING CHARGE UNIT |
| | | | | | | | 775.00 | | | |
| | | | | ACCOUNT TOTAL | | | 775.00 | | | |
| 001220 | 643000 | | | UNIFORM RENT | | | | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 002471 | CINTAS CORPORATION # | 4188073189 | 0 | 2024 7 | INV | P | 528.03 | 041224 | 302308 | UNIFORMS S 82000447 |
| 002471 | CINTAS CORPORATION # | 4188879758 | 0 | 2024 7 | INV | P | 222.14 | 041224 | 302308 | UNIFORM SC 20004475 |
| 002471 | CINTAS CORPORATION # | 4188879792 | 0 | 2024 7 | INV | P | 30.22 | 041224 | 302309 | SC8200044758- MOP/M |
| | | | | | | | 780.39 | | | |
| | | | | ACCOUNT TOTAL | | | 780.39 | | | |
| 001220 | 643500 | | | MOP-MAT-RAG RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188072089 | 0 | 2024 7 | INV | P | 41.53 | 041224 | 302309 | MATS FOR SANIATION |
| 002471 | CINTAS CORPORATION # | 4188879756 | 0 | 2024 7 | INV | P | 41.53 | 041224 | 302309 | MAT RENTAL SC 82000 |
| | | | | | | | 83.06 | | | |
| | | | | ACCOUNT TOTAL | | | 83.06 | | | |
| 001220 | 688000 | | | TIPPING FEES | | | | | | |
| 002007 | 98 WASTE LLC | 5947 | 0 | 2024 7 | INV | P | 19,540.00 | 041224 | 302267 | RUBBISH DISP. FEE-S |
| 002007 | 98 WASTE LLC | 5949 | 0 | 2024 7 | INV | P | 11,800.00 | 041224 | 302267 | MB 2016-322 CODE EN |
| 002007 | 98 WASTE LLC | 5992 | 0 | 2024 7 | INV | P | 120.00 | 041224 | 302267 | MB 2016-322 PARKS & |
| | | | | | | | 31,460.00 | | | |
| 003798 | NORTHGATE LAND & TIM | 1263 | 0 | 2024 7 | INV | P | 310.50 | 041224 | 302400 | CODE ENF-RED DIRT F |
| 003920 | PINE BELT REGIONAL S | 7725 | 0 | 2024 7 | INV | P | 37,712.61 | 041224 | 302413 | MB2022-253 SANIT. R |
| 004591 | WASTE MANAGEMENT OF | 0014013-2526-9 | 0 | 2024 7 | INV | P | 3,791.96 | 041224 | 302465 | SANITATION RUBBISH |
| | | | | ACCOUNT TOTAL | | | 73,275.07 | | | |
| 001220 | 689000 | | | RECYCLING FEES | | | | | | |
| 004030 | REPUBLIC SERVICES IN | 0991-000358775 | 2401509 | 2024 7 | INV | P | 2,958.63 | 041224 | 302423 | OPEN P.O.-RECYCLING |
| 004030 | REPUBLIC SERVICES IN | 0991-000358775A | 2402247 | 2024 7 | INV | P | 18,956.16 | 041224 | 302423 | RECYCLING-REPUBLIC |
| | | | | | | | 21,914.79 | | | |
| | | | | ACCOUNT TOTAL | | | 21,914.79 | | | |
| | | | | ORG 001220 TOTAL | | | 125,730.62 | | | |
| 001250 | | | HEALTH DIVISION | | | | | | | |
| 001250 | 546000 | | | MINOR EQUIPMENT | | | | | | |
| 002083 | ALLBRITTON CHAIN SAW | 102651 | 2402727 | 2024 7 | INV | P | 980.00 | 041224 | 302273 | BLOWER AND EDGER FO |
| | | | | ACCOUNT TOTAL | | | 980.00 | | | |
| 001250 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 002472 | CINTAS FIRST AID J71 | 5205238815 | 2402697 | 2024 7 | INV | P | 244.80 | 041224 | 302310 | POWERAID/GATORAID F |
| | | | | ACCOUNT TOTAL | | | 244.80 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001250 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002577 | CRAIN TRACTOR & EQUI | CT19052 | 2402669 | 2024 7 | INV | P | 151.28 | 041224 | 302323 | UNIT 15516 TRACTOR |
| | | | | ACCOUNT TOTAL | | | 151.28 | | | |
| 001250 | 575500 | | | AGRICLTRL REPAIR PTS/SPL | | | | | | |
| 002083 | ALLBRITTON CHAIN SAW | 17362 | 2402607 | 2024 7 | INV | P | 100.82 | 041224 | 302273 | CHAINSAW REPAIRS-PU |
| 002083 | ALLBRITTON CHAIN SAW | 17372 | 2402607 | 2024 7 | INV | P | 104.49 | 041224 | 302273 | CHAINSAW REPAIRS-PU |
| | | | | | | | 205.31 | | | |
| 002304 | BRACKMAN MOWER WAREH | 49781 | 2402538 | 2024 7 | INV | P | 260.00 | 041224 | 302296 | DRIVE PULLIES FOR A |
| 002657 | DEWS, C L & SONS FOU | 208508 | 2402431 | 2024 7 | INV | P | 1,064.00 | 041224 | 302327 | LAWN MOWER REPAIR-U |
| 003843 | PARISH TRACTOR (HATT | P15060 | 2402562 | 2024 7 | INV | P | 2,398.23 | 041224 | 302406 | UNIT 15999 DRIVELIN |
| | | | | ACCOUNT TOTAL | | | 3,927.54 | | | |
| 001250 | 612000 | | | FREIGHT | | | | | | |
| 003843 | PARISH TRACTOR (HATT | P15060 | 2402562 | 2024 7 | INV | P | 80.00 | 041224 | 302406 | UNIT 15999 DRIVELIN |
| | | | | ACCOUNT TOTAL | | | 80.00 | | | |
| 001250 | 638700 | | | AGRICULTURAL EQ. R&M | | | | | | |
| 002083 | ALLBRITTON CHAIN SAW | 102648 | 2402727 | 2024 7 | INV | P | 279.50 | 041224 | 302273 | BLOWER AND EDGER FO |
| | | | | ACCOUNT TOTAL | | | 279.50 | | | |
| | | | | ORG 001250 TOTAL | | | 5,663.12 | | | |
| 001260 | | ANIMAL CONTROL | | | | | | | | |
| 001260 | 699900 | | | SERVICES NOT SPECIFIED | | | | | | |
| 004283 | SOUTHERN PINES ANIMA | 05.20244 | 0 | 2024 7 | INV | P | 20,833.33 | 041224 | 302440 | FILE# 2024-129 HOUS |
| 004283 | SOUTHERN PINES ANIMA | OCT2023-MARCH2024 | 0 | 2024 7 | INV | P | 16,666.67 | 041224 | 302440 | PRORATE FOR 10.23-0 |
| | | | | | | | 37,500.00 | | | |
| | | | | ACCOUNT TOTAL | | | 37,500.00 | | | |
| | | | | ORG 001260 TOTAL | | | 37,500.00 | | | |
| 001402 | | ECONOMIC DEV. | | | | | | | | |
| 001402 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 003764 | NEEL-SCHAFFER INC | 1095298 | 0 | 2024 7 | INV | P | 27,018.59 | 041224 | 302398 | MB 2021-454 EDWARDS |
| 003764 | NEEL-SCHAFFER INC | 1095299 | 0 | 2024 7 | INV | P | 5,990.24 | 041224 | 302398 | MB 2022-29 16TH AVE |
| | | | | | | | 33,008.83 | | | |
| | | | | ACCOUNT TOTAL | | | 33,008.83 | | | |
| 001402 | 729551 | | | HWY11 VETERANS BLVD LIGHTING | | | | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003764 | NEEL-SCHAFFER INC | 1095300 | 0 | 2024 7 | INV | P | 3,480.57 | 041224 | 302398 | MB 2021-500 HWY 11 |
| | | | | ACCOUNT TOTAL | | | 3,480.57 | | | |
| | | | | ORG 001402 TOTAL | | | 36,489.40 | | | |
| 001551 | | | AIRPORT DIV. | | | | | | | |
| 001551 | 630000 | | | GAS | | | | | | |
| 004321 | SPIRE | g2024-4 APRIL | 0 | 2024 7 | INV | P | 40.52 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | | ACCOUNT TOTAL | | | 40.52 | | | |
| | | | | ORG 001551 TOTAL | | | 40.52 | | | |
| 001553 | | | CEMETERY DIV | | | | | | | |
| 001553 | 502000 | | | MINOR OFFICE EQUIP/FURN. | | | | | | |
| 003825 | OWENS BUSINESS MACHI | 487582 | 0 | 2024 7 | INV | P | 29.69 | 041224 | 302404 | FRONT OFFICE COPIER |
| 004575 | WALMART STORES INC | 824075511414328 | 2402352 | 2024 7 | INV | P | 186.11 | 041224 | 302462 | IGLOO COOLERS; SUMM |
| | | | | ACCOUNT TOTAL | | | 215.80 | | | |
| 001553 | 535500 | | | WEARING APPAREL | | | | | | |
| 004495 | ULINE | 176105493 | 2402542 | 2024 7 | INV | P | 314.99 | 041224 | 302456 | HEAVY DUTY MAINT AN |
| | | | | ACCOUNT TOTAL | | | 314.99 | | | |
| 001553 | 544000 | | | HORT./LANDSCAPING SPLY. | | | | | | |
| 049748 | MCCAY JOHN REID | 32824 | 2402585 | 2024 7 | INV | P | 420.00 | 041224 | 302371 | 1 PALLET OF CENTIPE |
| | | | | ACCOUNT TOTAL | | | 420.00 | | | |
| 001553 | 545000 | | | HAND TOOLS | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 682.25 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 682.25 | | | |
| 001553 | 546000 | | | MINOR EQUIPMENT | | | | | | |
| 003681 | MS FIRE & SAFETY OF | 92614 | 0 | 2024 7 | INV | P | 521.00 | 041224 | 302381 | FIRE EXTINGUISHERS |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 136.91 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 657.91 | | | |
| 001553 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 002162 | ATCO INTERNATIONAL | 10627533 | 2402643 | 2024 7 | INV | P | 277.50 | 041224 | 302284 | OTHER OPERATING MAT |
| | | | | ACCOUNT TOTAL | | | 277.50 | | | |
| 001553 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 259.60 | 041224 | 302283 | MB2016-287/WIRELESS |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR TYP S | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|
| | | | ACCOUNT TOTAL 259.60 | | | |
| 001553 575500 | | | AGRICLTRL REPAIR PTS/SPL | | | |
| 002083 ALLBRITTON CHAIN SAW | 102634 | 2402693 | 2024 7 INV P 1,144.18 | 041224 | 302273 | 483247- SCAG SPRIN |
| | | | ACCOUNT TOTAL 1,144.18 | | | |
| 001553 604900 | | | OTHER PROFESSIONAL SERV. | | | |
| 003634 MOLLY MAID | 0424 | 0 | 2024 7 INV P 415.00 | 041224 | 302380 | file#2023-723 (10/0 |
| | | | ACCOUNT TOTAL 415.00 | | | |
| 001553 606000 | | | TELEPHONE AND TELEGRAPH | | | |
| 002160 AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 INV P 193.73 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | ACCOUNT TOTAL 193.73 | | | |
| 001553 630000 | | | GAS | | | |
| 004321 SPIRE | g2024-4 APRIL | 0 | 2024 7 INV P 98.23 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | ACCOUNT TOTAL 98.23 | | | |
| 001553 643000 | | | UNIFORM RENT | | | |
| 002471 CINTAS CORPORATION # | 4188076661 | 0 | 2024 7 INV P 100.09 | 041224 | 302308 | ST. CONT# 820004475 |
| | | | ACCOUNT TOTAL 100.09 | | | |
| 001553 643500 | | | MOP-MAT-RAG RENT | | | |
| 002471 CINTAS CORPORATION # | 4188076507 | 0 | 2024 7 INV P 33.37 | 041224 | 302309 | ST CONT# 8200044758 |
| | | | ACCOUNT TOTAL 33.37 | | | |
| 001553 684000 | | | DUES AND MEMBERSHIPS | | | |
| 004017 REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 INV P 135.00 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | ACCOUNT TOTAL 135.00 | | | |
| 001553 733500 | | | AGRICULTURAL EQUIPMENT | | | |
| 002304 BRACKMAN MOWER WAREH | 48702 | 2402154 | 2024 7 INV P 7,399.00 | 041224 | 302296 | TWO-QUOTE-EQUIP ZER |
| | | | ACCOUNT TOTAL 7,399.00 | | | |
| | | | ORG 001553 TOTAL 12,346.65 | | | |
| FUND 001 REVENUES | | | TOTAL: 925,516.36 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 002300 | | PKS/REC-RECREATION MAINT. DIV. | | | | | | | |
| 002300 510000 | | | CLEANING/JANITORIAL SPLY | | | | | | |
| 048909 BRADY COMPANIES, LLC | 8746027 | 2402513 | 2024 7 | INV | P | 1,591.02 | 041224 | 302297 | P&R GRNDS JANITORIA |
| 048909 BRADY COMPANIES, LLC | 8769904 | 2402513 | 2024 7 | INV | P | 175.72 | 041224 | 302297 | P&R GRNDS JANITORIA |
| 048909 BRADY COMPANIES, LLC | 8776613 | 2402513 | 2024 7 | INV | P | 35.06 | 041224 | 302297 | P&R GRNDS JANITORIA |
| | | | | | | 1,801.80 | | | |
| | | | ACCOUNT TOTAL | | | 1,801.80 | | | |
| 002300 513000 | | | CHEMICALS | | | | | | |
| 003302 KEELING COMPANY (HAT | S4459756.001 | 2401958 | 2024 7 | INV | P | 179.81 | 041224 | 302364 | P&R GROUNDS-CHEMICA |
| 003302 KEELING COMPANY (HAT | S4465109.001 | 2402095 | 2024 7 | INV | P | 670.07 | 041224 | 302364 | P&R GROUNDS- CHEMIC |
| | | | | | | 849.88 | | | |
| | | | ACCOUNT TOTAL | | | 849.88 | | | |
| 002300 525000 | | | GAS AND OIL | | | | | | |
| 001002 CITY OF HATTIESBURG | FUEL USAGE2 3/2024 | 0 | 2024 7 | INV | P | 8,941.79 | 041224 | 302311 | FUEL USAGE 3/1-3/31 |
| 049764 GPM EMPIRE-FLASHMARK | 93059 2/2024 | 0 | 2024 7 | INV | P | 107.96 | 041224 | 302348 | 2/2024 FLASHMARKET |
| 049764 GPM EMPIRE-FLASHMARK | 93059 3/2024 | 0 | 2024 7 | INV | P | 67.92 | 041224 | 302349 | FLASHMARKET CHARGES |
| | | | | | | 175.88 | | | |
| | | | ACCOUNT TOTAL | | | 9,117.67 | | | |
| 002300 525500 | | | LUBRICANTS | | | | | | |
| 002304 BRACKMAN MOWER WAREH | 49212 | 2402547 | 2024 7 | INV | P | 334.08 | 041224 | 302296 | P&R GROUNDS- SUPPLI |
| | | | ACCOUNT TOTAL | | | 334.08 | | | |
| 002300 535500 | | | WEARING APPAREL | | | | | | |
| 002492 CLEMTS HARDWARE | 131939 | 2402560 | 2024 7 | INV | P | 25.99 | 041224 | 302316 | PR GROUNDS-SUPPLIES |
| | | | ACCOUNT TOTAL | | | 25.99 | | | |
| 002300 544000 | | | HORT./LANDSCAPING SPLY. | | | | | | |
| 002049 ADAMS NURSERY | 920535 | 2402696 | 2024 7 | INV | P | 157.50 | 041224 | 302270 | PR GROUNDS-FLOWERS |
| 004017 REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 100.30 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | ACCOUNT TOTAL | | | 257.80 | | | |
| 002300 546000 | | | MINOR EQUIPMENT | | | | | | |
| 004017 REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 556.70 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | ACCOUNT TOTAL | | | 556.70 | | | |
| 002300 551000 | | | RECREATIONAL SUPPLIES | | | | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 002471 | CINTAS CORPORATION # | 4187807015 | 0 | 2024 6 | INV | P | 30.82 | 041224 | 302309 | PR GROUNDS MAT RENT |
| 002492 | CLEMTS HARDWARE | 131967 | 2402705 | 2024 7 | INV | P | 340.91 | 041224 | 302316 | PR GROUNDS-SUPPLIES |
| 002670 | DOGIPOT (PROPET DIST | 145472 | 2402512 | 2024 7 | INV | P | 516.00 | 041224 | 302328 | P&R DOG PARK-DOGGY |
| 002670 | DOGIPOT (PROPET DIST | 145500 | 2402590 | 2024 7 | INV | P | 297.20 | 041224 | 302328 | PR GROUNDS-DOG WAST |
| | | | | | | | 813.20 | | | |
| | | | | ACCOUNT TOTAL | | | 1,184.93 | | | |
| 002300 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 2080-03/31/24 | 0 | 2024 7 | INV | P | 834.54 | 041224 | 302422 | 2080-03/31/24 CREDI |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 255.73 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | | | | 1,090.27 | | | |
| | | | | ACCOUNT TOTAL | | | 1,090.27 | | | |
| 002300 | 565000 | | | PAINT AND PAINTING SPLY. | | | | | | |
| 004176 | SHERWIN-WILLIAMS COM | 55167 | 2402466 | 2024 7 | INV | P | 45.98 | 041224 | 302430 | PR FOUNTAIN PAINTIN |
| | | | | ACCOUNT TOTAL | | | 45.98 | | | |
| 002300 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 47.20 | 041224 | 302283 | MB2016-287/WIRELESS |
| 002304 | BRACKMAN MOWER WAREH | 49264 | 2402390 | 2024 7 | INV | P | 161.30 | 041224 | 302296 | P&R GROUNDS-SUPPLIE |
| 003915 | PINE BELT CDJR, INC | 539676 | 2402032 | 2024 7 | INV | P | 639.87 | 041224 | 302411 | P&R GROUNDS-TRUCK U |
| 004297 | SOUTHERN TIRE MART ( | 2520149380 | 2402622 | 2024 7 | INV | P | 286.00 | 041224 | 302441 | P&R GROUNDS-TIRE RE |
| | | | | ACCOUNT TOTAL | | | 1,134.37 | | | |
| 002300 | 575500 | | | AGRICLTRL REPAIR PTS/SPL | | | | | | |
| 002304 | BRACKMAN MOWER WAREH | 49212 | 2402547 | 2024 7 | INV | P | 163.60 | 041224 | 302296 | P&R GROUNDS- SUPPLI |
| 004297 | SOUTHERN TIRE MART ( | 2520149483 | 2402604 | 2024 7 | INV | P | 75.00 | 041224 | 302441 | P&R GROUNDS-TRAILER |
| 004499 | UNDERWOOD OUTDOOR PO | 129166 | 2402452 | 2024 7 | INV | P | 13.60 | 041224 | 302458 | P&R GROUNDS- OIL FI |
| | | | | ACCOUNT TOTAL | | | 252.20 | | | |
| 002300 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 003225 | JACKSON, ROOSEVELT I | 123015 | 2402373 | 2024 7 | INV | P | 14,675.00 | 041224 | 302361 | PRESSURE WASH AND P |
| | | | | ACCOUNT TOTAL | | | 14,675.00 | | | |
| 002300 | 612000 | | | FREIGHT | | | | | | |
| 002670 | DOGIPOT (PROPET DIST | 145472 | 2402512 | 2024 7 | INV | P | 52.20 | 041224 | 302328 | P&R DOG PARK-DOGGY |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | ACCOUNT TOTAL | | | 52.20 | | | |
| 002300 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | 53.07 | 041224 | 302388 | MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 53.07 | | | |
| 002300 | 638400 | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 003915 | PINE BELT CDJR, INC | 539676 | 2402032 | 2024 7 | INV | P | 652.91 | 041224 | 302411 | P&R GROUNDS-TRUCK U |
| 004297 | SOUTHERN TIRE MART ( | 2520149226 | 2402621 | 2024 7 | INV | P | 49.95 | 041224 | 302441 | P&R GROUNDS-TRUCK U |
| 004297 | SOUTHERN TIRE MART ( | 2520149380 | 2402622 | 2024 7 | INV | P | 50.00 | 041224 | 302441 | P&R GROUNDS-TIRE RE |
| 004297 | SOUTHERN TIRE MART ( | 2520149439 | 2402605 | 2024 7 | INV | P | 76.33 | 041224 | 302441 | P&R GROUNDS-TRUCK U |
| 004297 | SOUTHERN TIRE MART ( | 2520149440 | 2402603 | 2024 7 | INV | P | 47.81 | 041224 | 302441 | P&R GROUNDS-TRUCK U |
| | | | | | | | 224.09 | | | |
| | | | | ACCOUNT TOTAL | | | 877.00 | | | |
| 002300 | 638700 | | | AGRICULTURAL EQ. R&M | | | | | | |
| 002304 | BRACKMAN MOWER WAREH | 49884 | 2402712 | 2024 7 | INV | P | 63.60 | 041224 | 302296 | P&R GROUNDS- MOWER |
| 004297 | SOUTHERN TIRE MART ( | 2520149483 | 2402604 | 2024 7 | INV | P | 31.00 | 041224 | 302441 | P&R GROUNDS-TRAILER |
| | | | | ACCOUNT TOTAL | | | 94.60 | | | |
| 002300 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4187807679 | 0 | 2024 6 | INV | P | 251.54 | 041224 | 302308 | PR GROUNDS UNIFORM |
| 002471 | CINTAS CORPORATION # | 4188516922 | 0 | 2024 7 | INV | P | 245.30 | 041224 | 302308 | PR GROUNDS UNIFORM |
| | | | | | | | 496.84 | | | |
| | | | | ACCOUNT TOTAL | | | 496.84 | | | |
| 002300 | 644900 | | | OTHER RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188516534 | 0 | 2024 7 | INV | P | 31.81 | 041224 | 302309 | PR GROUNDS MAT RENT |
| | | | | ACCOUNT TOTAL | | | 31.81 | | | |
| 002300 | 687000 | | | CUSTODIAL SERVICE | | | | | | |
| 002037 | AB SUPPORT SERVICES | 3B2017 | 2400345 | 2024 7 | INV | P | 466.00 | 041224 | 302268 | TWO-QUOTE JANITORIA |
| | | | | ACCOUNT TOTAL | | | 466.00 | | | |
| 002300 | 699900 | | | SERVICES NOT SPECIFIED | | | | | | |
| 002350 | BUCKHAULTS ELECTRIC | 6823 | 2401209 | 2024 7 | INV | P | 8,775.00 | 041224 | 302299 | P&R 9TH ST BALLPARK |
| 002777 | FAGAN TREE AND SPRAY | 4249 | 0 | 2024 7 | INV | P | 3,725.00 | 041224 | 302339 | LABOR ONLY BED SPRA |
| 002777 | FAGAN TREE AND SPRAY | 4251 | 0 | 2024 7 | INV | P | 4,181.00 | 041224 | 302339 | LABOR ONLY; PEST&HE |
| | | | | | | | 7,906.00 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 050384 | FOUR SEASONS ORNAMEN | 18030 | 0 | 2024 7 | INV | P | 1,000.00 | 041224 | 302343 | LABOR ONLY LAWNMAIN |
| 050384 | FOUR SEASONS ORNAMEN | INV17799 | 0 | 2024 7 | INV | P | 350.00 | 041224 | 302343 | LABOR ONLY LAWN MAI |
| 050384 | FOUR SEASONS ORNAMEN | INV17990 | 0 | 2024 7 | INV | P | 325.00 | 041224 | 302343 | LABOR ONLY, LAWN MA |
| | | | | | | | 1,675.00 | | | |
| 050462 | SHADE LANDSCAPE | 1982 | 0 | 2024 7 | INV | P | 1,500.00 | 041224 | 302429 | MARCH & PARTIAL FEB |
| | | | | ACCOUNT TOTAL | | | 19,856.00 | | | |
| 002300 | 729518 | | | DAHMER PARK | | | | | | |
| 047013 | SULLIVAN B W BLDG CO | INV2402161 | 2402161 | 2024 7 | INV | P | 74,800.00 | 041224 | 302446 | TWO QUOTE/REPAIR&RE |
| | | | | ACCOUNT TOTAL | | | 74,800.00 | | | |
| | | | | ORG 002300 TOTAL | | | 128,054.19 | | | |
| 002315 | | | PKS/REC-REC.ADMIN/COM.REL. | | | | | | | |
| 002315 | 525000 | | | GAS AND OIL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE2 3/2024 | 0 | 2024 7 | INV | P | 109.53 | 041224 | 302311 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 109.53 | | | |
| 002315 | 551000 | | | RECREATIONAL SUPPLIES | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 1286-03/31/24 | 0 | 2024 7 | INV | P | 995.09 | 041224 | 302422 | 1286-03/31/24 CREDI |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 234.92 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | | | | 1,230.01 | | | |
| 048941 | SWANK MOTION PICTURE | DB3583720 | 2401048 | 2024 7 | INV | P | 250.00 | 041224 | 302447 | LICENSING FOR PARKS |
| | | | | ACCOUNT TOTAL | | | 1,480.01 | | | |
| 002315 | 551001 | | | RECREATIONAL SUPP-ARTS CENTER | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 314.60 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 314.60 | | | |
| 002315 | 565000 | | | PAINT AND PAINTING SPLY. | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 144.38 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 144.38 | | | |
| 002315 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 495.00 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 495.00 | | | |
| 002315 | 603400 | | | OFFICIALS | | | | | | |
| 002540 | CONNER, TOBARRA | TOBC32442 | 0 | 2024 7 | INV | P | 130.00 | 041224 | 302319 | GAME OFFICIAL ADULT |
| 004432 | THOMPSON, JESSE | JEST324 | 0 | 2024 7 | INV | P | 75.00 | 041224 | 302452 | GAME OFFICIAL ADULT |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 047301 | FREDERICK NICHOLAS P | NPAIGE32842 | 0 | 2024 7 | INV | P | 150.00 | 041224 | 302344 | GAME OFFICIAL ADULT |
| 048262 | THOMPSON MARQIEL O | MARQ324 | 0 | 2024 7 | INV | P | 75.00 | 041224 | 302449 | GAME OFFICIAL ADULT |
| 048262 | THOMPSON MARQIEL O | MTAPRIL6 | 0 | 2024 7 | INV | P | 100.00 | 041224 | 302449 | PAY ERROR; MARCH 10 |
| | | | | | | | 175.00 | | | |
| 048730 | MULLIGAN PHILIP D | PMUL326 | 0 | 2024 7 | INV | P | 75.00 | 041224 | 302395 | GAME OFFICIAL ADULT |
| 049652 | THOMPSON RAHMIL J | RAH32642 | 0 | 2024 7 | INV | P | 250.00 | 041224 | 302450 | GAME OFFICIAL ADULT |
| 049653 | THOMPSON RODERICK J | ROT32642 | 0 | 2024 7 | INV | P | 250.00 | 041224 | 302451 | GAME OFFICIAL ADULT |
| 050521 | OWENS ZACHARY | ZOW22632 | 0 | 2024 7 | INV | P | 330.00 | 041224 | 302405 | YOUTH BASKETBALL ST |
| | | | | ACCOUNT TOTAL | | | 1,435.00 | | | |
| 002315 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002965 | GUTHRIE, JONI S | JG32644 | 0 | 2024 7 | INV | P | 180.00 | 041224 | 302350 | SENIOR AEROBICS & D |
| 003313 | KETTLEY, ANNETTE | AKET32442 | 0 | 2024 7 | INV | P | 130.00 | 041224 | 302365 | GAME STAFF ADULT ME |
| 003958 | POWELL, RANDY | RP32442 | 0 | 2024 7 | INV | P | 255.00 | 041224 | 302415 | GAME STAFF ADULT ME |
| | | | | ACCOUNT TOTAL | | | 565.00 | | | |
| 002315 | 604919 | | | OTH PROF SERV-ART CENTER | | | | | | |
| 047117 | ABIGAIL LENZ | AA211323 | 0 | 2024 6 | INV | P | 286.75 | 041224 | 302269 | Y AFTER SCHOOL ART; |
| | | | | ACCOUNT TOTAL | | | 286.75 | | | |
| 002315 | 630000 | | | GAS | | | | | | |
| 004321 | SPIRE | g2024-4 APRIL | 0 | 2024 7 | INV | P | 20.00 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | | ACCOUNT TOTAL | | | 20.00 | | | |
| 002315 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | 2,614.51 | 041224 | 302388 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-04.03 | 0 | 2024 7 | INV | P | 51.42 | 041224 | 302391 | MISSISSIPPI POWER-1 |
| 003700 | MS POWER COMPANY | E2024-2 APRIL | 0 | 2024 7 | INV | P | 175.09 | 041224 | 302390 | MISSISSIPPI POWER-2 |
| | | | | | | | 2,841.02 | | | |
| | | | | ACCOUNT TOTAL | | | 2,841.02 | | | |
| 002315 | 684000 | | | DUES AND MEMBERSHIPS | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 4341-03/31/24 | 0 | 2024 7 | INV | P | 21.39 | 041224 | 302422 | 4341-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 21.39 | | | |
| | | | | ORG 002315 | TOTAL | | 7,712.68 | | | |

## INVOICE LIST BY GL ACCOUNT

| YEAR/PERIOD: 2024/6 TO 2024/7<br>ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|
| FUND 002 PARKS & RECREATION FUND | | | | TOTAL: | | 135,766.87 | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 005160 | | | H.M.F.P.FUND-FIRE DIVISION | | | | | | |
| 005160 735500 | | | COMMUNICATION EQUIPMENT | | | | | | |
| 003189 INTERACT PUBLIC SAFE | CPSXT0000712 | 2401675 | 2024 7 | INV | P | 4,846.00 | 041224 | 302358 | HFD CAD INTERFACE I |
| | | | | ACCOUNT TOTAL | | 4,846.00 | | | |
| | | | | ORG 005160 TOTAL | | 4,846.00 | | | |
| FUND 005 HATT.MUNICIPAL FIRE PROTECTION | | | | TOTAL: | | 4,846.00 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 009660 | | | W&S O&M-CUSTOMER ACCT. DIV. | | | | | | | |
| 009660 | 501000 | | | OTHER EXPENDABLE OFF.SPL | | | | | | |
| 003721 | MULTITECH OFFICE MAC | 24040013 | 2402356 | 2024 7 | INV | P | 899.55 | 041224 | 302396 | OFFICE SUPPLIES WAT |
| | | | | ACCOUNT TOTAL | | | 899.55 | | | |
| 009660 | 525000 | | | GAS AND OIL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE9 3/1-3/31 | 0 | 2024 7 | INV | P | 1,271.54 | 041224 | 302313 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 1,271.54 | | | |
| 009660 | 560500 | | | ELECTRICAL SUPPLIES | | | | | | |
| 002442 | CENTRAL PIPE SUPPLY | S100367767-001 | 2402465 | 2024 7 | INV | P | 32.48 | 041224 | 302304 | MINOR EQUIPMENT WAT |
| | | | | ACCOUNT TOTAL | | | 32.48 | | | |
| 009660 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 048827 | CARQUEST | 14758-35926 | 2402616 | 2024 7 | INV | P | 183.83 | 041224 | 302303 | MOTOR VEHICLE SUPPL |
| | | | | ACCOUNT TOTAL | | | 183.83 | | | |
| 009660 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002146 | ARNOLD LINE WATER AS | 103 | 0 | 2024 7 | INV | P | 2,550.00 | 041224 | 302278 | MB 2021-161 PAYMENT |
| 002181 | BADGER METER INC | 80153527 | 0 | 2024 7 | INV | P | 4,483.66 | 041224 | 302288 | MB 2018-832 BEACON |
| 002181 | BADGER METER INC | 80155867 | 0 | 2024 7 | INV | P | 5,385.78 | 041224 | 302288 | MB 2018-832 BEACON |
| | | | | | | | 9,869.44 | | | |
| 004003 | RAWLS SPRINGS UTILIT | 32024 | 0 | 2024 7 | INV | P | 535.00 | 041224 | 302419 | SEWER READS FOR WAT |
| | | | | ACCOUNT TOTAL | | | 12,954.44 | | | |
| 009660 | 607000 | | | POSTAGE | | | | | | |
| 047562 | ENCO UTILITY | INV64894 | 0 | 2024 7 | INV | P | 2,263.43 | 041224 | 302336 | MB 2020-303 RT 1 BI |
| | | | | ACCOUNT TOTAL | | | 2,263.43 | | | |
| 009660 | 620000 | | | PRINTING | | | | | | |
| 047562 | ENCO UTILITY | INV64894 | 0 | 2024 7 | INV | P | 794.89 | 041224 | 302336 | MB 2020-303 RT 1 BI |
| | | | | ACCOUNT TOTAL | | | 794.89 | | | |
| 009660 | 635000 | | | BUILDING R&M | | | | | | |
| 003543 | MCELHANEY PLUMBING I | 298972 | 2401216 | 2024 7 | INV | P | 17.90 | 041224 | 302373 | BUILDING R&M WATER |
| | | | | ACCOUNT TOTAL | | | 17.90 | | | |
| 009660 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188075090 | 0 | 2024 7 | INV | P | 203.57 | 041224 | 302308 | STATE CONTRACT 8200 |
| 002471 | CINTAS CORPORATION # | 4188879892 | 0 | 2024 7 | INV | P | 28.20 | 041224 | 302309 | STATE CONTRACT 8200 |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 231.77 | | | |
| | | | | ACCOUNT TOTAL | | | 231.77 | | | |
| 009660 | 687000 | | | CUSTODIAL SERVICE | | | | | | |
| 050419 | SCRUB HUB LLC | 4 | 2401114 | 2024 7 | INV | P | 432.72 | 041224 | 302428 | TWO-QUOTE JANITORIA |
| | | | | ACCOUNT TOTAL | | | 432.72 | | | |
| | | | | ORG 009660 TOTAL | | | 19,082.55 | | | |
| 009672 | | | W&S O&M-WATER TRANSMISSION DIV | | | | | | | |
| 009672 | 525000 | | | GAS AND OIL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE9 3/1-3/31 0 | | 2024 7 | INV | P | 4,806.15 | 041224 | 302313 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 4,806.15 | | | |
| 009672 | 525700 | | | DIESEL FUEL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE9 3/1-3/31 0 | | 2024 7 | INV | P | 120.00 | 041224 | 302313 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 120.00 | | | |
| 009672 | 561000 | | | PLUMBING SUPPLIES | | | | | | |
| 002543 | CONSOLIDATED PIPE & | 0434559-001-000 | 2304334 | 2024 7 | INV | P | 572.40 | 041224 | 302320 | WAREHOUSE STOCK FOR |
| 004300 | SOUTHERN WATERWORKS | 97487 | 2402567 | 2024 7 | INV | P | 1,811.86 | 041224 | 302442 | WAREHOUSE STOCK FOR |
| | | | | ACCOUNT TOTAL | | | 2,384.26 | | | |
| 009672 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002646 | DELK'S TIRE SALES AN | 45251 | 2402515 | 2024 6 | INV | P | 328.00 | 041224 | 302326 | TIRES FOR UNIT # 19 |
| 002751 | EQUIPMENT INC | 155501964 | 2402611 | 2024 7 | INV | P | 504.03 | 041224 | 302337 | REPAIRS TO BOBCAT E |
| | | | | ACCOUNT TOTAL | | | 832.03 | | | |
| 009672 | 599000 | | | OTHER REPAIR/MAINT. SPL. | | | | | | |
| 002442 | CENTRAL PIPE SUPPLY | S100364601-001 | 2402019 | 2024 6 | INV | P | 317.45 | 041224 | 302304 | ANTENNA FOR ORION C |
| | | | | ACCOUNT TOTAL | | | 317.45 | | | |
| 009672 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 003861 | PATTERSON AUTO ELECT | 82274 | 2402639 | 2024 7 | INV | P | 2,957.73 | 041224 | 302407 | REPAIRS TO UNIT 204 |
| | | | | ACCOUNT TOTAL | | | 2,957.73 | | | |
| | | | | ORG 009672 TOTAL | | | 11,417.62 | | | |
| 009673 | | | W&S O&M-WATER PLANT DIVISION | | | | | | | |
| 009673 | 513000 | | | CHEMICALS | | | | | | |
| 003179 | INDUSTRIAL CHEMICALS | 546086 | 2402440 | 2024 7 | INV | P | 4,960.00 | 041224 | 302357 | 50lb BAGS SODIUM FL |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003179 | INDUSTRIAL CHEMICALS | 546087 | 2402439 | 2024 7 | INV | P | 2,700.00 | 041224 | 302357 | 50LB BAGS LIME FOR |
| | | | | | | | 7,660.00 | | | |
| | | | | ACCOUNT TOTAL | | | 7,660.00 | | | |
| 009673 | 525000 | | | GAS AND OIL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE9 3/1-3/31 | 0 | 2024 7 | INV | P | 1,594.51 | 041224 | 302313 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 1,594.51 | | | |
| 009673 | 525700 | | | DIESEL FUEL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE9 3/1-3/31 | 0 | 2024 7 | INV | P | 135.83 | 041224 | 302313 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 135.83 | | | |
| 009673 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 002442 | CENTRAL PIPE SUPPLY | S100364524-001 | 2402013 | 2024 6 | INV | P | 3,705.00 | 041224 | 302304 | MICROSOFT TABLETS - |
| | | | | ACCOUNT TOTAL | | | 3,705.00 | | | |
| 009673 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 920.40 | 041224 | 302283 | MB2016-287/WIRELESS |
| 003861 | PATTERSON AUTO ELECT | 82242 | 2402612 | 2024 7 | INV | P | 217.09 | 041224 | 302407 | TRAILER REPAIRS FOR |
| | | | | ACCOUNT TOTAL | | | 1,137.49 | | | |
| 009673 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 974.50 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 974.50 | | | |
| 009673 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | 22,359.75 | 041224 | 302388 | MISSISSIPPI POWER-V |
| 003873 | PEARL RIVER VALLEY E | 2024-28 MAR | 0 | 2024 7 | INV | P | 35.00 | 041224 | 302408 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E | 2024-29 MAR | 0 | 2024 7 | INV | P | 6,519.58 | 041224 | 302408 | PEARL RIVER VALLEY |
| | | | | | | | 6,554.58 | | | |
| | | | | ACCOUNT TOTAL | | | 28,914.33 | | | |
| 009673 | 684500 | | | REGISTRATION FEE/TUITION | | | | | | |
| 004017 | REGIONS CARDHOLDER S | 5548-03/31/24 | 0 | 2024 7 | INV | P | 600.00 | 041224 | 302422 | 5548-03/31/24 CREDI |
| | | | | ACCOUNT TOTAL | | | 600.00 | | | |
| 009673 | 687000 | | | CUSTODIAL SERVICE | | | | | | |
| 002037 | AB SUPPORT SERVICES | 3B2017 | 2400345 | 2024 7 | INV | P | 466.00 | 041224 | 302268 | TWO-QUOTE JANITORIA |
| | | | | ACCOUNT TOTAL | | | 466.00 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | ORG 009673 | TOTAL | | | 45,187.66 | | | |
| 009676 | | | W&S O&M-SEWER DIVISION | | | | | | | |
| 009676 | 513000 | | | CHEMICALS | | | | | | |
| 002443 | CERTIFIED LABORATORI | 8624255 | 2402441 | 2024 6 | INV | P | 25,330.80 | 041224 | 302305 | CHEMICALS FOR SEWER |
| | | | | ACCOUNT TOTAL | | | 25,330.80 | | | |
| 009676 | 525000 | | | GAS AND OIL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE9 3/1-3/31 | 0 | 2024 7 | INV | P | 338.78 | 041224 | 302313 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 338.78 | | | |
| 009676 | 525700 | | | DIESEL FUEL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE9 3/1-3/31 | 0 | 2024 7 | INV | P | 580.63 | 041224 | 302313 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 580.63 | | | |
| 009676 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 002795 | FASTENAL COMPANY | MSHAT241653 | 2402563 | 2024 7 | INV | P | 350.00 | 041224 | 302340 | BLK NITRILE GLOVES |
| | | | | ACCOUNT TOTAL | | | 350.00 | | | |
| 009676 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 048827 | CARQUEST | 14758-35832 | 2402565 | 2024 7 | INV | P | 54.76 | 041224 | 302303 | REPAIR PARTS FOR UN |
| | | | | ACCOUNT TOTAL | | | 54.76 | | | |
| 009676 | 599000 | | | OTHER REPAIR/MAINT. SPL. | | | | | | |
| 003685 | MS GRASS NURSERY | 4201 | 2402614 | 2024 7 | INV | P | 225.00 | 041224 | 302382 | PALLET OF ST.AUGUST |
| | | | | ACCOUNT TOTAL | | | 225.00 | | | |
| 009676 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 47.19 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 47.19 | | | |
| 009676 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | 1,016.84 | 041224 | 302388 | MISSISSIPPI POWER-V |
| 004282 | SOUTHERN PINE ELECTR | E2024-03.19.24B | 0 | 2024 7 | INV | P | 44.71 | 041224 | 302439 | SOUTHERN PINE ELECT |
| 004282 | SOUTHERN PINE ELECTR | E2024-04.02 | 0 | 2024 7 | INV | P | 251.46 | 041224 | 302439 | SOUTHERN PINE ELECT |
| 004282 | SOUTHERN PINE ELECTR | e2024-3.19.24 | 0 | 2024 7 | INV | P | 448.85 | 041224 | 302439 | SOUTHERN PINE ELECT |
| | | | | | | | 745.02 | | | |
| | | | | ACCOUNT TOTAL | | | 1,761.86 | | | |
| 009676 | 638400 | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 002646 | DELK'S TIRE SALES AN | 45251 | 2402515 | 2024 6 | INV | P | 60.00 | 041224 | 302326 | TIRES FOR UNIT # 19 |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003861 | PATTERSON AUTO ELECT | 82262 | 2402564 | 2024 7 | INV | P | 250.00 | 041224 | 302407 | REPAIRS TO UNIT # 2 |
| | | | | ACCOUNT TOTAL | | | 310.00 | | | |
| 009676 | 638600 | | | CONSTRUCTION EQUIP R&M | | | | | | |
| 002083 | ALLBRITTON CHAIN SAW | 17232 | 2402516 | 2024 6 | INV | P | 549.90 | 041224 | 302273 | SERVICE LAWN TRACTO |
| 002083 | ALLBRITTON CHAIN SAW | 17370 | 2402516 | 2024 6 | INV | P | 305.84 | 041224 | 302273 | SERVICE LAWN TRACTO |
| 002083 | ALLBRITTON CHAIN SAW | 17371 | 2402516 | 2024 6 | INV | P | 500.31 | 041224 | 302273 | SERVICE LAWN TRACTO |
| | | | | | | | 1,356.05 | | | |
| 002751 | EQUIPMENT INC | 155501964 | 2402611 | 2024 7 | INV | P | 1,618.75 | 041224 | 302337 | REPAIRS TO BOBCAT E |
| 003861 | PATTERSON AUTO ELECT | 82242 | 2402612 | 2024 7 | INV | P | 875.00 | 041224 | 302407 | TRAILER REPAIRS FOR |
| | | | | ACCOUNT TOTAL | | | 3,849.80 | | | |
| 009676 | 639800 | | | TOW IN CHARGES | | | | | | |
| 050169 | ALLEN'S WRECKER | 94454 | 0 | 2024 7 | INV | P | 175.00 | 041224 | 302274 | TOW IN UNIT # 20446 |
| | | | | ACCOUNT TOTAL | | | 175.00 | | | |
| | | | | ORG 009676 TOTAL | | | 33,023.82 | | | |
| 009677 | | | W&S O&M-SEWER LAGOON DIV. | | | | | | | |
| 009677 | 513000 | | | CHEMICALS | | | | | | |
| 002094 | ALLIED UNIVERSAL COR | I2924848 | 2402438 | 2024 6 | INV | P | 17,400.00 | 041224 | 302275 | CHLORINE & SULFUR D |
| 002094 | ALLIED UNIVERSAL COR | I292847 | 2402438 | 2024 6 | INV | P | 10,600.00 | 041224 | 302275 | CHLORINE & SULFUR D |
| | | | | | | | 28,000.00 | | | |
| | | | | ACCOUNT TOTAL | | | 28,000.00 | | | |
| 009677 | 525000 | | | GAS AND OIL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE9 3/1-3/31 | 0 | 2024 7 | INV | P | 619.58 | 041224 | 302313 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 619.58 | | | |
| 009677 | 525700 | | | DIESEL FUEL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAGE9 3/1-3/31 | 0 | 2024 7 | INV | P | 105.79 | 041224 | 302313 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 105.79 | | | |
| 009677 | 602500 | | | LEGAL | | | | | | |
| 004599 | WATKINS & EAGER | 432818 | 0 | 2024 7 | INV | P | 8,985.80 | 041224 | 302467 | ENVIRONMENTAL MATTE |
| | | | | ACCOUNT TOTAL | | | 8,985.80 | | | |
| 009677 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | 12,827.72 | 041224 | 302388 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-2-APR | 0 | 2024 7 | INV | P | 846.19 | 041224 | 302387 | MS POWER VARIOUS AC |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | 13,673.91 | | | |
| 003873 | PEARL RIVER VALLEY E 2024-27 MAR | 0 | 2024 7 | INV | P | 44.26 | 041224 | 302408 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E 2024-28 MAR | 0 | 2024 7 | INV | P | 965.94 | 041224 | 302408 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E 2024-29 MAR | 0 | 2024 7 | INV | P | 2,977.37 | 041224 | 302408 | PEARL RIVER VALLEY |
| | | | | | | 3,987.57 | | | |
| | | | | ACCOUNT TOTAL | | 17,661.48 | | | |
| | | | ORG 009677 | TOTAL | | 55,372.65 | | | |
| FUND 009 | WATER & SEWER OPERATION/MAINT. | | | TOTAL: | | 164,084.30 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 011000 | | | WATER & SEWER BALANCE SHEET | | | | | | | |
| 011000 | 114000 | | | METER SECURITY DEPOSITS | | | | | | |
| 050678 | MOBLEY, SAMETRA | 48881 | 0 | 2024 7 | INV | P | 75.00 | 041224 | 302379 | |
| | | | | ACCOUNT TOTAL | | | 75.00 | | | |
| | | | | ORG 011000 TOTAL | | | 75.00 | | | |
| 011001 | | | WATER & SEWER REVENUES | | | | | | | |
| 011001 | 360001 | | | RESIDENTIAL WATER-NO TAX | | | | | | |
| 050676 | MCDONALD, ROBERT | 48878 | 0 | 2024 7 | INV | P | 1,410.32 | 041224 | 302372 | |
| 050678 | MOBLEY, SAMETRA | 48880 | 0 | 2024 7 | INV | P | 77.80 | 041224 | 302378 | |
| | | | | ACCOUNT TOTAL | | | 1,488.12 | | | |
| 011001 | 360011 | | | NON-RESIDENTIAL WATER | | | | | | |
| 050677 | UNIVERSITY BAPTIST C | 48879 | 0 | 2024 7 | INV | P | 621.92 | 041224 | 302459 | |
| | | | | ACCOUNT TOTAL | | | 621.92 | | | |
| | | | | ORG 011001 TOTAL | | | 2,110.04 | | | |
| FUND 011 WATER & SEWER FUND | | | | TOTAL: | | | 2,185.04 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 039551 | | | AIRPORT IMPR.-AIRPORT DIV | | | | | | |
| 039551 | 729502 | | AIRPORT IMP-FAA | | | | | | |
| 002466 CHRIS ALBRITTON CONS | TAXIWAY REALIGN #4 | 0 | 2024 7 | INV | P | 176,735.39 | 041224 | 302306 | MB 2021-307 TAXIWAY |
| 002843 FORD ENGINEERING SER | 221206M | 0 | 2024 7 | INV | P | 14,346.86 | 041224 | 302342 | MB 2021-306 TAXIWAY |
| | | | ACCOUNT TOTAL | | | 191,082.25 | | | |
| | | | ORG 039551 TOTAL | | | 191,082.25 | | | |
| FUND 039 AIRPORT IMPROVEMENT FUND | | | TOTAL: | | | 191,082.25 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 072201 | | | MUN.ROAD&BRIDGE-STREET DIV | | | | | | | |
| 072201 636000 | | | STREETS & STRUCTURES R&M | | | | | | | |
| 047056 | WARREN PAVING INC | 2402114.1 | 2402114 | 2024 7 | INV | P | 92,872.31 | 041224 | 302464 | LARAMIE CIRCLE MB# |
| 047056 | WARREN PAVING INC | 2402121.1 | 2402121 | 2024 7 | INV | P | 82,267.70 | 041224 | 302464 | HILLENDALE DRIVE MB |
| 047056 | WARREN PAVING INC | 2402128.1 | 2402128 | 2024 7 | INV | P | 19,737.82 | 041224 | 302464 | TILTREE ROAD MB#202 |
| 047056 | WARREN PAVING INC | 2402133.1 | 2402133 | 2024 7 | INV | P | 8,099.45 | 041224 | 302464 | STOVER CIRCLE MB# 2 |
| 047056 | WARREN PAVING INC | 2402135.1 | 2402135 | 2024 7 | INV | P | 10,051.80 | 041224 | 302464 | CHAUCER CIRCLE MB# |
| | | | | | | | 213,029.08 | | | |
| | | | | ACCOUNT TOTAL | | | 213,029.08 | | | |
| | | | | ORG 072201 TOTAL | | | 213,029.08 | | | |
| FUND 072 MUNICIPAL ROAD & BRIDGE | | | | TOTAL: | | | 213,029.08 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 073570 | | | MASS TRANSIT-TRANSPORTATION | | | | | | | |
| 073570 | 502000 | | | MINOR OFFICE EQUIP/FURN. | | | | | | |
| 050524 | B & R INDUSTRIAL | 1011832 | 2402371 | 2024 6 | INV | P | 1,161.00 | 041224 | 302287 | FLOOR MATS FOR OFFI |
| | | | | ACCOUNT TOTAL | | | 1,161.00 | | | |
| 073570 | 525000 | | | GAS AND OIL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAG73 3/1-3/31 | 0 | 2024 7 | INV | P | 7,124.39 | 041224 | 302312 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 7,124.39 | | | |
| 073570 | 525700 | | | DIESEL FUEL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAG73 3/1-3/31 | 0 | 2024 7 | INV | P | 6,431.32 | 041224 | 302312 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 6,431.32 | | | |
| 073570 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287290252011x040524 | 0 | 2024 7 | INV | P | 52.22 | 041224 | 302283 | MB2016-287/WIRELESS |
| 004543 | VERIZON WIRELESS | 9958755010 | 0 | 2024 6 | INV | P | 142.55 | 041224 | 302461 | MARCH 2024 PARATRAN |
| | | | | ACCOUNT TOTAL | | | 194.77 | | | |
| 073570 | 609900 | | | OTHER COMMUNICATION EXP. | | | | | | |
| 002713 | ECOLANE USA INC | CINV-052368 | 0 | 2024 7 | INV | P | 10,164.00 | 041224 | 302330 | ECOLANE ANNUAL MAIN |
| | | | | ACCOUNT TOTAL | | | 10,164.00 | | | |
| 073570 | 620000 | | | PRINTING | | | | | | |
| 002527 | COMMERCIAL STATIONER | 477222-0 | 2402426 | 2024 7 | INV | P | 38.50 | 041224 | 302318 | HCT BUS PASSES FOR |
| 002796 | FASTSIGNS OF HATTIES | 2153-12069 | 2401876 | 2024 6 | INV | P | 517.84 | 041224 | 302341 | HCT BUS ROUTE SIGNS |
| | | | | ACCOUNT TOTAL | | | 556.34 | | | |
| 073570 | 638501 | | | BUS EQUIP R&M-FIXED ROUTE | | | | | | |
| 002565 | COURTESY MOTORS INC | 343621 | 2402666 | 2024 7 | INV | P | 2,616.51 | 041224 | 302321 | REPLACE WATER PUMP |
| | | | | ACCOUNT TOTAL | | | 2,616.51 | | | |
| 073570 | 638502 | | | BUS EQUIP R&M-PARATRANSIT | | | | | | |
| 004597 | WATERS INTERNATIONAL | 08S831781 | 2400046 | 2024 6 | INV | P | 7,871.30 | 041224 | 302466 | TEAR DOWN & REPAIR |
| 004597 | WATERS INTERNATIONAL | 08S833821 | 2401596 | 2024 7 | INV | P | 498.35 | 041224 | 302466 | REPAIRS ON BUS #185 |
| 004597 | WATERS INTERNATIONAL | 08S834406 | 2402138 | 2024 6 | INV | P | 2,032.23 | 041224 | 302466 | REPAIRS ON BUS #185 |
| 004597 | WATERS INTERNATIONAL | 08S834625 | 2402602 | 2024 6 | INV | P | 1,729.93 | 041224 | 302466 | REPAIRS ON BUS #185 |
| | | | | | | | 12,131.81 | | | |
| | | | | ACCOUNT TOTAL | | | 12,131.81 | | | |
| 073570 | 643000 | | | UNIFORM RENT | | | | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 002471 CINTAS CORPORATION # | 4185872647 | 0 | 2024 6 | INV | P | 1,509.72 | 041224 | 302308 | HCT UNIFORM RENTALS |
| 002471 CINTAS CORPORATION # | 4186626184 | 0 | 2024 6 | INV | P | 209.84 | 041224 | 302308 | HCT UNIFORM RENTALS |
| 002471 CINTAS CORPORATION # | 4187343993 | 0 | 2024 6 | INV | P | 328.09 | 041224 | 302308 | HCT UNIFORM RENTALS |
| 002471 CINTAS CORPORATION # | 4188076213 | 0 | 2024 7 | INV | P | 318.40 | 041224 | 302308 | HCT UNIFORM RENTALS |
| 002471 CINTAS CORPORATION # | 4188879850 | 0 | 2024 7 | INV | P | 214.40 | 041224 | 302308 | HCT UNIFORM RENTALS |
| | | | | | | 2,580.45 | | | |
| | | | ACCOUNT TOTAL | | | 2,580.45 | | | |
| 073570 687000 | | | CUSTODIAL SERVICE | | | | | | |
| 050419 SCRUB HUB LLC | 4 | 2401114 | 2024 7 | INV | P | 432.72 | 041224 | 302428 | TWO-QUOTE JANITORIA |
| | | | ACCOUNT TOTAL | | | 432.72 | | | |
| | | | ORG 073570 TOTAL | | | 43,393.31 | | | |
| FUND 073 MASS TRANSIT FUND | | | | TOTAL: | | 43,393.31 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 075695 | | W&S CONSTR.-CAPITAL PROJECTS | | | | | | | |
| 075695 601500 | | | ENGINEERING | | | | | | |
| 004197 SHOWS DEARMAN & WAIT | 24094 | 0 | 2024 7 | INV | P | 8,200.00 | 041224 | 302431 | MB 2018-288-289 INF |
| 004197 SHOWS DEARMAN & WAIT | 24097 | 0 | 2024 7 | INV | P | 4,422.60 | 041224 | 302431 | MB 2022-286 UNIFIED |
| 004197 SHOWS DEARMAN & WAIT | 24101 | 0 | 2024 7 | INV | P | 60,041.25 | 041224 | 302431 | MB 2022-44 LINCOLN |
| 004197 SHOWS DEARMAN & WAIT | 24102 | 0 | 2024 7 | INV | P | 9,428.40 | 041224 | 302431 | MB 2022-45 W 7TH 25 |
| 004197 SHOWS DEARMAN & WAIT | 24122 | 0 | 2024 7 | INV | P | 3,699.15 | 041224 | 302431 | MB 2021-399 W 7TH S |
| | | | | | | 85,791.40 | | | |
| | | | ACCOUNT TOTAL | | | 85,791.40 | | | |
| 075695 601503 | | | ENGINEERING-MCWI | | | | | | |
| 004197 SHOWS DEARMAN & WAIT | 24095 | 0 | 2024 7 | INV | P | 18,662.50 | 041224 | 302431 | MB 2020-137-138 INF |
| 004197 SHOWS DEARMAN & WAIT | 24096 | 0 | 2024 7 | INV | P | 11,025.00 | 041224 | 302431 | MB 2021-306 EDWARDS |
| | | | | | | 29,687.50 | | | |
| | | | ACCOUNT TOTAL | | | 29,687.50 | | | |
| 075695 724501 | | | ARCADIA SUNSET | | | | | | |
| 004197 SHOWS DEARMAN & WAIT | 24100 | 0 | 2024 7 | INV | P | 7,492.50 | 041224 | 302431 | MB 2021-337-338 ARC |
| | | | ACCOUNT TOTAL | | | 7,492.50 | | | |
| 075695 724599 | | | PROGRAMMED WATER PROJ. | | | | | | |
| 004197 SHOWS DEARMAN & WAIT | 24103 | 0 | 2024 7 | INV | P | 3,463.64 | 041224 | 302431 | MB 2022-44 MS HALL |
| | | | ACCOUNT TOTAL | | | 3,463.64 | | | |
| 075695 729569 | | | SRF WTR PLT #1 REHAB-PHASE I | | | | | | |
| 047349 HEMPHILL CONST | PAY APP NO 11 | 0 | 2024 7 | INV | P | 104,187.26 | 041224 | 302351 | MB 2021-375 WATER P |
| | | | ACCOUNT TOTAL | | | 104,187.26 | | | |
| | | | ORG 075695 TOTAL | | | 230,622.30 | | | |
| FUND 075 WATER&SEWER CONSTRUCTION FUND | | | TOTAL: | | | 230,622.30 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 077650 | | | COMMUNITY CTR-ADMIN/GENERAL | | | | | | | |
| 077650 510000 | | | | CLEANING/JANITORIAL SPLY | | | | | | |
| 003772 | NEWELL PAPER COMPANY | 4166192 | 2402403 | 2024 6 | INV | P | 1,050.50 | 041224 | 302399 | JANITORIAL SUPPLIES |
| 003772 | NEWELL PAPER COMPANY | 4166221 | 2402527 | 2024 6 | INV | P | 258.30 | 041224 | 302399 | JANITORIAL SUPPLIES |
| | | | | | | | 1,308.80 | | | |
| | | | | ACCOUNT TOTAL | | | 1,308.80 | | | |
| 077650 525000 | | | | GAS AND OIL | | | | | | |
| 001002 | CITY OF HATTIESBURG | FUEL USAG77 3/1-3/31 | 0 | 2024 7 | INV | P | 260.63 | 041224 | 302314 | FUEL USAGE 3/1-3/31 |
| | | | | ACCOUNT TOTAL | | | 260.63 | | | |
| 077650 544000 | | | | HORT./LANDSCAPING SPLY. | | | | | | |
| 002049 | ADAMS NURSERY | 920531 | 2402244 | 2024 7 | INV | P | 124.75 | 041224 | 302270 | SUMMER BUSHES, MATE |
| | | | | ACCOUNT TOTAL | | | 124.75 | | | |
| 077650 546000 | | | | MINOR EQUIPMENT | | | | | | |
| 004176 | SHERWIN-WILLIAMS COM | 3908-0 | 2402074 | 2024 7 | INV | P | 72.60 | 041224 | 302430 | MATERIAL FOR REPAIR |
| | | | | ACCOUNT TOTAL | | | 72.60 | | | |
| 077650 570000 | | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002160 | AT&T MOBILITY | 287308925627X040524 | 0 | 2024 7 | INV | P | 94.40 | 041224 | 302283 | MB2016-287/WIRELESS |
| | | | | ACCOUNT TOTAL | | | 94.40 | | | |
| 077650 599000 | | | | OTHER REPAIR/MAINT. SPL. | | | | | | |
| 002777 | FAGAN TREE AND SPRAY | 4250 | 0 | 2024 7 | INV | P | 285.00 | 041224 | 302339 | LABOR ONLY; IRRIGAT |
| | | | | ACCOUNT TOTAL | | | 285.00 | | | |
| 077650 604900 | | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002100 | AMERICAN AIR SPECIAL | 123295 | 0 | 2024 7 | INV | P | 218.01 | 041224 | 302277 | UNCLOG ART CENTER R |
| 002567 | COURTNEY'S RESTAURAN | 15883 | 2402711 | 2024 7 | INV | P | 467.47 | 041224 | 302322 | ICE MACHINE REPAIR |
| 003816 | ONE TIME WILDLIFE RE | 30626 | 2402144 | 2024 7 | INV | P | 1,120.70 | 041224 | 302403 | INSTALL VALVE SYSTE |
| | | | | ACCOUNT TOTAL | | | 1,806.18 | | | |
| 077650 630000 | | | | GAS | | | | | | |
| 004321 | SPIRE | g2024-4 APRIL | 0 | 2024 7 | INV | P | 2,744.28 | 041224 | 302443 | SPIRE-(MILMUT GAS)- |
| | | | | ACCOUNT TOTAL | | | 2,744.28 | | | |
| 077650 630500 | | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-01 APR | 0 | 2024 7 | INV | P | 2,903.61 | 041224 | 302388 | MISSISSIPPI POWER-V |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | ACCOUNT TOTAL | | 2,903.61 | | | |
| 077650 639200 | | | | CLEANING AND PAINTING | | | | | |
| 003225 JACKSON, ROOSEVELT I | 729110 | 2402576 | 2024 7 | INV | P | 4,855.00 | 041224 | 302361 | INTERIOR PAINT CERO |
| | | | | ACCOUNT TOTAL | | 4,855.00 | | | |
| 077650 639400 | | | | DISINFECT./EXTERMINATION | | | | | |
| 003816 ONE TIME WILDLIFE RE | 22624 | 0 | 2024 7 | INV | P | 125.00 | 041224 | 302403 | CALL FOR SERVICE; B |
| | | | | ACCOUNT TOTAL | | 125.00 | | | |
| 077650 715014 | | | | CULTURAL CENTER | | | | | |
| 004234 SMITH, JIM SERVICES | INV#i93583 | 2402369 | 2024 7 | INV | P | 22,050.00 | 041224 | 302432 | TWO QUOTE: AIR UNIT |
| | | | | ACCOUNT TOTAL | | 22,050.00 | | | |
| 077650 729523 | | | | MS ARTS COMMISSION GRANT | | | | | |
| 049824 MISSCO INTERIOR | 2242 | 2401125 | 2024 7 | INV | P | 18,901.80 | 041224 | 302376 | BLACK BOX THEATER M |
| | | | | ACCOUNT TOTAL | | 18,901.80 | | | |
| | | | | ORG 077650 TOTAL | | 55,532.05 | | | |
| FUND 077 COMMUNITY CENTERS' FUND | | | | TOTAL: | | 55,532.05 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|
| 082285 | | | CDBG-ENTITLEMENTS | | | | | |
| 082285 525000 | | | GAS AND OIL | | | | | |
| 001002 CITY OF HATTIESBURG | FUEL USAG82 3/1-3/31 | 0 | 2024 7 | INV | P | .11 041224 | 302315 | FUEL USAGE 3/1-3/31 |
| | | | ACCOUNT TOTAL | | | .11 | | |
| | | | ORG 082285 TOTAL | | | .11 | | |
| FUND 082 COMMUNITY DEVELOP. BLOCK GRANT | | | TOTAL: | | | .11 | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 088603 | | | | PUBLIC SAFETY/REC CONSTRUCTION | | | | | | |
| 088603 | 729501 | | | HALL AVENUE OVERPASS | | | | | | |
| 003764 | NEEL-SCHAFFER INC | 1095293 | 0 | 2024 7 | INV | P | 7,895.92 | 041224 | 302398 | MB 2019-115 HALL AV |
| 003764 | NEEL-SCHAFFER INC | 1095294 | 0 | 2024 7 | INV | P | 79,712.88 | 041224 | 302398 | MB 2022-29 HALL AVE |
| | | | | | | | 87,608.80 | | | |
| 048667 | R & J CONSTRUCTION | HALL AVE EAST #24 | 0 | 2024 7 | INV | P | 177,521.05 | 041224 | 302418 | MB 2021-325 HALL AV |
| 048667 | R & J CONSTRUCTION | HALL AVE WEST #9 | 0 | 2024 7 | INV | P | 1,400,481.17 | 041224 | 302418 | MB 2022-74 HALL AVE |
| | | | | | | | 1,578,002.22 | | | |
| | | | | | ACCOUNT TOTAL | | 1,665,611.02 | | | |
| | | | | ORG 088603 | TOTAL | | 1,665,611.02 | | | |
| FUND 088 | PUBLIC SAFETY/REC CONSTRUCTION | | | | TOTAL: | | 1,665,611.02 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/6 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 097201 | | | | INFRA IMPROVE-INTRNT SALES TAX | | | | | | |
| 097201 | 723099 | | | OTHER STREET IMPR. | | | | | | |
| 003764 | NEEL-SCHAFFER INC | 1095301 | 0 | 2024 7 | INV | P | 6,253.07 | 041224 | 302398 | MB 2011-4/307 PARK |
| | | | | ACCOUNT TOTAL | | | 6,253.07 | | | |
| | | | | ORG 097201 TOTAL | | | 6,253.07 | | | |
| FUND 097 INFRA IMPROVE-INTRNT SALES TAX TOTAL: | | | | | | | 6,253.07 | | | |

** END OF REPORT - Generated by Sherry Jackson **

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FR |
|---|---|---|---|
| 001 | General Fund | | 925,516.36 |
| 002 | PARKS & RECREATION FUND | | 135,766.87 |
| 005 | HATT.MUNICIPAL FIRE PROTECTION | | 4,846.00 |
| 009 | WATER & SEWER OPERATION/MAINT. | | 164,084.30 |
| 011 | WATER & SEWER FUND | | 2,185.04 |
| 039 | AIRPORT IMPROVEMENT FUND | | 191,082.25 |
| 072 | MUNICIPAL ROAD & BRIDGE | | 213,029.08 |
| 073 | MASS TRANSIT FUND | | 43,393.31 |
| 075 | WATER&SEWER CONSTRUCTION FUND | | 230,622.30 |
| 077 | COMMUNITY CENTERS' FUND | | 55,532.05 |
| 082 | COMMUNITY DEVELOP. BLOCK GRANT | | .11 |
| 088 | PUBLIC SAFETY/REC CONSTRUCTION | | 1,665,611.02 |
| 097 | INFRA IMPROVE-INTRNT SALES TAX | | 6,253.07 |
| 801 | CLAIMS FUND | 3,637,921.76 | |
| | TOTAL | 3,637,921.76 | 3,637,921.76 |

** END OF REPORT - Generated by Sherry Jackson **

# Memorandum

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

**From:** **Sylvester London, Division Manager**

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Acknowledge receipt of the two-quote docket.**
**File Number: 2024-1148**
**Minute Book #**

---

**Summary**
Acknowledge receipt of the unadvertised bid docket for the period of March 23, 2024 through April 23, 2024, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) if the Mississippi Code.

**Recommendation Statement**
Attached is the unadvertised bid docket for the period of March 23, 2024 through April 23, 2024, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-7-13 (B) of the Mississippi Code.

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

Please place this on the May 7, 2024 City Council meeting for consideration.

| SUCCESSFUL BID/ OTHER BID | PURCHASE ORDER | BID AMOUNT | ITEM DESCRIPTION |
|---|---|---|---|
| | | | |
| PORTABLE TOILETS DBA SOUTHERN ON-SITE | 2402610 | $ 13,660.00 | PORTABLE TOILETS |
| PORTABLE SERVICES | | $ 14,540.00 | |
| | | | |
| RICHARDSON ATHLETICS LLC | 2402694 | $ 9,437.79 | TRUE PITCH 312-G MOUND |
| TRUEPITCH | | $ 9,795.00 | |
| | | | |
| STRUTHERS RECREATION LLC | 2402707 | $ 31,878.50 | PLAY STRUCTURE FOR HOPE PARK |
| PLAY GROUND BOSS | | $ 32,081.00 | |
| | | | |
| EMERGENCY EQUIPMENT PROFESSIONAL INC | 2402733 | $ 51,226.00 | EQUIPMENT FOR 7 NEW CHARGERS |
| MOORE'S INSTALLATIONS | | $ 53,928.00 | |
| | | | |
| SIG SAUER INC | 2402819 | $ 25,566.12 | LOGISTIC EQUIPMENT |
| ACCURATE LAW ENFORCEMENT | | $ 27,700.00 | |
| | | | |
| UNITED FENCE COMPANY | 2402867 | $ 9,012.00 | 1407 HALL FENCE-HALL AVE EAST |
| JEFCOAT FENCE COMPANY INC OF HATTIESBURG | | $ 11,500.00 | |
| | | | |
| JIM SERVICES SMITH | 2402879 | $ 10,215.71 | CITY HALL THIRD FLOOR MAYOR'S A/C |
| AMERICAN AIR SPECIALISTS OF MS INC | | $ 10,995.00 | |
| | | | |
| SHADE LANDSCAPE COMPANY LLC | 2402880 | $ 6,500.00 | RETAINING WALL@309 CRESTMONT |
| FOUR SEASONS LAW AND LANDSCAPE LLC | | $ 8,855.00 | |

**CITY OF HATTIESBURG**

**UNADVERTISED BID RESULTS**

**OQ# 2402610**

ITEM **PORTABLE TOILETS**

BID #1

WINNING BID

COMPANY **SOUTHERN ON-SITE PORTABLE TOILETS**

BID
AMOUNT **$13,660.00**

BID #2

COMPANY **PORTABLE SERVICES**

BID

AMOUNT **$14,540.00**

BID #3

COMPANY _____

BID
AMOUNT _____

BID #4

COMPANY _____

BID
AMOUNT _____

**THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.**

Sylvester London

**Sylvester London, DIVISION MANAGER**

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

# Purchase Order

Fiscal Year 2024 

Purchase Order Number **02402610**

Purchase Order Date **03/28/2024**

Department **PARKS & REC MAINT DIV**

**FID 64-6000432**

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

Ship To 9998
NON APPLICABLE

Vendor 4281
PORTABLE TOILETS
dba SOUTHERN ON-SITE
PO BOX 18798
HATTIESBURG, MS 39404-8798

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---|---|---|---|---|---|
| | SOUTHERNONSITE@YMAIL.COM | 4281 | 2402340 | Jessica Wright-Carter | |

**NOTES**

PR TSP TWO QUOTE PORTABLE TOILET MB PENDING

| ITEM # | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | 12 PORTABLE TOILETS TOTAL<br>10 REGULAR AND 2 HANDICAP<br>4 HANDWASHING STATIONS<br>GL #: 002300 - 644900 | 1.0000 | EACH | $13,660.0000<br>$13,660.00 | $13,660.00 |

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

City Clerk

Total Ext. Price $13,660.00

**Purchase Order Total $13,660.00**

MAYOR
*Toby Barker*

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

TO: Southern on Site (southernonsite1@gmail.com)

FROM: City of Hattiesburg

DATE: 03/25/2024

RE: Portable Toilet and Hand wash Rental Quote:

**This is a request to bid on the rental of 12 (total) regular portable toilets, with being 2 handicap portable toilet, 4 handwash stations with weekly cleaning and stocking service beginning March 29, 2024 until October 31, 2024 as specified below:**

1. Twelve (12) regular portable toilets with a once per week cleaning and stocking service included, Two (2) handicap portable toilet with a once per week cleaning and stocking service included. Four (4) hand wash stations with a once per week cleaning and stocking service included. One (1) additional cleaning and restock service from March 29, 2024 until October 31, 2024. Toilets and handwash stations are to be delivered to Town Square Park at 100 Main Street Hattiesburg MS 39401, and picked up by vendor at the end of this bid.

**The City of Hattiesburg will coordinate with the vendor to schedule weekly cleaning and restock service days.**

**Total Yearly Amount $** 13,660.00

**Vendor Signature:**

RECEIVED
MAR 27 2024
AWARDED

**Please return this bid sheet to slondon@hattiesburgms.com by 03/26/24 before 5:00pm.**

MAYOR
***Toby Barker***

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

TO: Portable Services (tcallahan@scenicgroup.com)

FROM: City of Hattiesburg

DATE: 03/25/2024

RE: Portable Toilet and Hand wash Rental Quote:

**This is a request to bid on the rental of 12 (total) regular portable toilets, with being 2 handicap portable toilet, 4 handwash stations with weekly cleaning and stocking service beginning March 29, 2024 until October 31, 2024 as specified below:**

1. Twelve (12) regular portable toilets with a once per week cleaning and stocking service included, Two (2) handicap portable toilet with a once per week cleaning and stocking service included. Four (4) hand wash stations with a once per week cleaning and stocking service included. One (1) additional cleaning and restock service from March 29, 2024 until October 31, 2024. Toilets and handwash stations are to be delivered to Town Square Park at 100 Main Street Hattiesburg MS 39401, and picked up by vendor at the end of this bid.

The City of Hattiesburg will coordinate with the vendor to schedule weekly cleaning and restock service days.

**Total Yearly Amount $** 14,540

**Vendor Signature:**

**Please return this bid sheet to slondon@hattiesburgms.com by 03/26/24 before 5:00pm.**

**CITY OF HATTIESBURG**

**UNADVERTISED BID RESULTS**

**OQ# 2402694**

**ITEM** TRUE PITCH 312-G MOUND

**BID #1**

**WINNING BID**

**COMPANY** RICHARDSON ATHLETICS LLC

**BID AMOUNT** $9,437.79

**BID #2**

**COMPANY** TRUEPITCH

**BID**

**AMOUNT** $9,795.00

**BID #3**

**COMPANY** _____

**BID AMOUNT** _____

**BID #4**

**COMPANY** _____

**BID AMOUNT** _____

**THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.**

_____

**Sylvester London, DIVISION MANAGER**

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

# Purchase Order

Fiscal Year 2024



Purchase Order Number **02402694**

Purchase Order Date **04/04/2024**

Department **PARKS & REC MAINT DIV**

**FID 64-6000432**

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

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Vendor 4043
RICHARDSON ATHLETICS, LLC
160 PARKINSON DRIVE
RICHLAND, MS 39218

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---|---|---|---|---|---|
| | chris@richardsonathletics.com | 4043 | 2402415 | Jessica Wright-Carter | |

**NOTES**

PR MOUND/JAYCEE PARK TWO QUOTE MB PENDING

| ITEM # | DESCRIPTION | | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|
| 1 | ITEM #312-G<br>TRUE PITCH 312-G MOUND<br>COLOR: TAN | | 1.0000 | EACH | $7,595.0000 | $7,595.00 |
| | GL #: 002300 - 551000 | $7,595.00 | | | | |
| 2 | FREIGHT | | 1.0000 | EACH | $1,842.7900 | $1,842.79 |
| | GL #: 002300 - 612000 | $1,842.79 | | | | |

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

Kamisa Easton
City Clerk

Total Ext. Price $9,437.79

**Purchase Order Total** **$9,437.79**

Richardson ATHLETICS
160 Parkinson Drive - Richland, MS 39218
1-800-895-2902 - Fax (601) 420-8442
www.RichardsonAthletics.com
E-mail: info@RichardsonAthletics.com

# QUOTATION

Quote Number: 34466-2
Quote Date: Mar 13, 2024
Page: 1

| Quoted To: |
|---|
| CITY OF HATTIESBURG<br>SID GONSOULIN<br>P.O. BOX 1898<br>HATTIESBURG, MS 39403-1898 |

| Ship To: |
|---|
| CITY OF HATTIESBURG<br>AKIRA LEWIS<br>139 PARKWAY BLVD.<br>HATTIESBURG, MS 39401 |

| Customer ID | Good Thru | Payment Terms | Sales Rep |
|---|---|---|---|
| HATTIESBURG | 4/12/24 | Net 30 Days | CCR |

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 1.00 | MISC | Item # 312-G<br>True Pitch 312-G mound<br>Color: Tan | 7,995.000 | 7,995.00 |
| 1.00 | DISC | Sales Discount per Quantities Specified | 400.000 | -400.00 |

RECEIVED
MAR 26 2024
AWARDED

*Thank you for considering Richardson Athletics for your equipment needs!*

***If paying with a Credit or Debit Card, there will be a 3% processing fee applied to the total.***

| | |
|---|---|
| Subtotal | 7,595.00 |
| Sales Tax | |
| Freight | 1,842.79 |
| **TOTAL** | **9,437.79** |

Customer is responsible for unloading products off the truck at time of delivery. Customer is responsible for cost associated with any a services requested of the trucking company. Some of these services include lift gate, change of address, inside delivery, etc. The truc company may require a redelivery fee if the initial delivery is missed within normal operating hours.

# Quote # 34466-2

Chris Richardson <chris@richardsonathletics.com>

Wed 3/13/2024 10:14 AM

To:Gonsoulin, Sid <sgonsoulin@hattiesburgms.com>

1 attachments (98 KB)

Quote # 34466-2.PDF;

Please see the attached quote. If you have any questions, please let me know.

- They said the lead time is roughly 4 weeks plus a few days in transit for this once officially ordered
- Warranty Coverage Below:

True Pitch offers a limited manufacturer warranty for the Covered Product to be free of all defects in material and workmanship for 10 years from date of shipment of original order. This warranty extends to the original buyer and does not extend to any other owner or transferee of the product.

Within the period of this limited warranty, True Pitch and/or manufacturer will repair or replace, free of charge; any mound proving defective in material or workmanship of the fiberglass shell. All warranty repairs must be performed by True Pitch and/or manufacturer.

All expenses related to replacing or repairing a defective part under this limited warranty shall be assumed by True Pitch and/or manufacturer of the product except for the following expenses, which shall be assumed by the buyer: All Shipping, Packing, Handling, other services such as returfing expenses including labor and materials.

This warranty does not cover any damages due to transportation, storage, improper use, failure to follow the product instructions, modifications, combination or use with any products, materials, processes, systems or other matter not provided or authorized in writing by us, normal wear and tear, damage caused by metal cleats or other shoes with metal or plastic spikes, or external causes such as weather, accidents, abuse, or other actions or events beyond our reasonable control. This limited warranty does not include damages due to wear and tear of the artificial turf (Astro-Turf, Sports Turf, Field-Turf, or other) or any other material products on the fiberglass pitching mound..

Warranty Exclusions:

This warranty does not apply to any costs, repairs, or services for the following:

- Service calls to correct the installation of the Covered Product, or to explain the usage of the products to the buyer
- Repairs necessitated by use other than normal use.
- Damage resulting from misuse, abuse, accidents, alterations, or improper installation.
- Corrective work necessitated by repairs made by anyone other than True Pitch and/or manufacturer
- Damage due to heavy equipment driving over, on, into, or near mound and any other damage caused by other equipment.

Thanks,

***Chris Richardson***
**160 Parkinson Drive | Richland, MS 39218**
**800.895.2902 Toll Free | 601.420.8488 Local**
**601.420.8442 Fax**

Richardson ATHLETICS
***RichardsonAthletics.com***

# SALES QUOTE

**Sales Quote# TP-10964**

**True Pitch LLC**

106 1st Ave S
Suite A
Altoona Iowa 50009
U.S.A

Bill To
**City of Hattiesburg**
139 Parkway, Blvd
Hattiesburg
93401 Mississippi
U.S.A

Ship To
City of Hattiesburg
SidGonsoulin
139 Parkway, Blvd
Hattiesburg
93401 Mississippi
U.S.A

| | |
|---|---|
| Quote Date : | Mar 13, 2024 |
| Sales Rep : | Brad Lamberti |
| # of Mounds : | 1 |
| Field Product : | false |

| # | Item & Description | Qty | Rate | Amount |
|---|---|---|---|---|
| 1 | 312-G Tan<br>1) 312-G - 1 Qty<br>2) Turf - Tan - 200.8 per sq foot<br>3) [TPP100]Official Pitcher's Plate - 1 Qty | 1.0 Mounds | 7,995.00 | 7,995.00 |
| | | | Sub Total | 7,995.00 |
| | | | Shipping charge | 1,800.00 |
| | | | **Total** | **$9,795.00** |

Terms & Conditions

Pricing on quotes is subject to change after 14 days from date of quote. Shipping charges are subject to change based on when the item is shipped.

Mound Height : 8"
Diameter : 12'
Weight : 380#
Pieces : 3 pieces - 2 wings 75# each
Center - 230#.





VIDEO

SKU: TPM-312-GD

# TRUE PITCH MOUND 312-G CHOCOLATE

$7,995.00

**STOCK COLORS**

GREEN COPPER TAN TERRACOTTA

CONTACT US FOR CUSTOM COLORS

Color: Chocolate

**FOR QUESTIONS OR TO ORDER:**

EMAIL US | CALL US AT 1-800-647-3539

**COMPATIBLE FOR PLAY ON ALL SURFACES**

GRASS DIRT ARTIFICIAL TURF

DESCRIPTION | SPECIFICATIONS | DOWNLOADS | ORDER/QUESTIONS

## SPECIFICATIONS

### SUITABLE FOR AGES 11 TO 13 – INTERMEDIATE 50/70

- Durable fiberglass shell construction w/60 oz. AstroTurf covering
- Industry leading 10 year warranty on the fiberglass shell
  - **Height:** 8”
  - **Diameter:** 12'
  - **Weight:** 380 lbs
  - **Pieces:**3 (Wings 75 lbs each/Center piece 230 lbs)

## WHAT SETS US APART...

**50+ YEARS**
DELIVERING HIGH-QUALITY MOUNDS

**APPROVED BY**
Little League® AS THE ONLY PORTABLE MOUND FOR GAME AND TOURNEY PLAY

**APPROVED BY**
Babe Ruth League® AS THE ONLY PORTABLE MOUND FOR GAME AND TOURNEY PLAY

**DURABLE & RELIABLE**
PORTABLE MOUNDS THAT ARE EASY TO ASSEMBLE

**INDUSTRY LEADING**
10 YEAR WARRANTY ON THE BASE

**40 PATENTS**
ON VARIOUS PRODUCTS

**LET US PITCH A FEW TO YOUR INBOX** **EMAIL ADDRESS**

**FOLLOW US ON**

**CONTACT**
1-800-647-3539FAX: 515.967.7619

**LOCATION**
TRUE PITCH, INC.
106 FIRST AVE S, SUITE A
ALTOONA, IA 50009

**MAILING**
TRUE PITCH, INC.
P.O.BOX 11
ALTOONA, IA 50009
info@truepitch.com

© 2024 TRUE PITCH | TERMS & CONDITIONS | PRIVACY POLICY

IOWA WEBSITE DESIGN BY CYLOSOFT

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2402694

ITEM TRUE PITCH 312-G MOUND

BID #1

WINNING BID

COMPANY RICHARDSON ATHLETICS LLC

BID
AMOUNT $9,437.79

BID #2

COMPANY TRUEPITCH

BID

AMOUNT $9,795.00

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID
AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London, DIVISION MANAGER

**CITY OF HATTIESBURG**

**UNADVERTISED BID RESULTS**

**OQ# 2402707**

**ITEM** PLAY STRUCTURE FOR HOPE PARK

**BID #1**

**WINNING BID**

**COMPANY** STRUTHERS RECREATION LLC

**BID AMOUNT** $31,878.50

**BID #2**

**COMPANY** PLAY GROUND BOSS

**BID**

**AMOUNT** $32,081.00

**BID #3**

**COMPANY** _____

**BID AMOUNT** _____

**BID #4**

**COMPANY** _____

**BID AMOUNT** _____

**THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.**

**Sylvester London, DIVISION MANAGER**

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

# Purchase Order

Fiscal Year 2024 

Purchase Order Number **02402707**

Purchase Order Date **04/04/2024**

Department **PARKS & REC MAINT DIV**

**FID 64-6000432**

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

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Vendor 47247
STRUTHERS RECREATION LLC
DBA JA DAWSON CO
220 APPLEGATE TRACE
PELHAM, AL 35124

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---|---|---|---|---|---|
| | alan@struthersrec.com | 47247 | 2402425 | Jessica Wright-Carter | |

**NOTES**

PR PLAYSTRUCTURE FOR HOPE PARK TWO QUOTE MB PENDIN

| ITEM # | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | GAME TIME A2 CUSTOM PLAYSTRUCTURE APS 12" PLAYGROUND BORDER WITH SURFACING GUIDE AND SPIKE, ADA HALF RAMP WITH 48 YARDS OF ENGINERRED WOOD FIBER SURFACING AND INSTALLATION<br>GL #: 002300 - 729515 $31,878.50 | 1.0000 | EACH | $31,878.5000 | $31,878.50 |
| 2 | SHIPPING<br>GL #: 002300 - 729515 $5,005.77 | 1.0000 | EACH | $5,005.7700 | $5,005.77 |

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

Kamesa Eaton
City Clerk

Total Ext. Price $36,884.27

**Purchase Order Total $36,884.27**

MAYOR
*Toby Barker*

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

**TO: alanstruthersrec.com**
**FROM: City of Hattiesburg**
**RE: Bid Request**
**DATE: 3/22/24**

**LOCATION**:706 Katie Avenue Hattiesburg, Mississippi 39401 (Hope Park)

Please use this letter as a request for a bid on an upcoming Hattiesburg Parks and Recreation playground removal and replacement project. This equipment upgrade will take place at Hope Park in Hattiesburg, Mississippi.

The City of Hattiesburg will be responsible for demolish of existing playground equipment, however all items below and in addition to site preparations, ground improvements, dirt replacement, removal or additions to existing site will be determined by the contractor and covered in the overall total of bid submitted.

Proposed playground description is below, however, vendor may submit a playground structure with similar features.

1. 1 double slide, 2 single slide, activity panel, climber
2. 50 cubic yards of ADA engineered wood fiber with landscape barrier installed under ground cover
3. Minimum quantity of 34- 12inch plastic landscape timber with stake or similar plastic play barrier for playground site delineation
4. 15+ year warrant on all plastic, molded play components
5. 100 year warranty on hardware, steel, aluminum decking, clamps, posts, caps, etc.

Vendor will install all materials and equipment, ensuring playground is fully completed and prepared for safety inspection. Vendor will provide copy of safety certification and warranty following installation.

**Vendor is required to attached photos, specifications and estimated delivery date in completed bid.**

**Total Price: $** 31,878.50

**Freight/Shipping: $** 5,005.77 Total Quote: $36,884.27

PLEASE RETURN THIS BID BY 5:00PM MARCH 29, 2024 TO SLONDON@HATTIESBURGMS.COM

Vendor Signature: Melissa Stell

Vendor Business: Struthers Recreation, LLC

RECEIVED
APR 01 2024
AWARDED



STRUTHERS RECREATION

**Struthers Recreation**
220 Applegate Trace
PO Box 1178
Pelham, Alabama 35124
StruthersRecreation.com

Project

**Hope Park Playground**

GameTime
A PLAYCORE Company

STRUTHERS RECREATION
P.O. Box 1178
Pelham, AL 35124
P:205.663.5058 F:205.663.5012
www.struthersrecreation.com

03/27/2024
Quote #
105169-01-02

# Hattiesburg - Hope Park Playground - Option 2

City of Hattiesburg Parks and Recreation
Attn: Jessica Wright-Carter
720 Katie Ave
Hattiesburg, MS 39401

**Ship to Zip** 39401

| Quantity | Part # | Description | Unit Price | Amount |
|---|---|---|---|---|
| 1 | 178749 | GameTime - Owner's Kit | $89.00 | $89.00 |
| 1 | RDU | GameTime - 105169 - A2 Custom Playstructure | $32,175.00 | $32,175.00 |
| 29 | APS12 | APS - 12" Playground Border w/Surfacing Guide and Spike | $36.00 | $1,044.00 |
| 1 | APSR | APS - ADA Half Ramp | $485.00 | $485.00 |
| 1 | EWF - C | EWF - 48 Cubic Yards of Engineered Wood Fiber Safety Surfacing | $992.00 | $992.00 |
| 1 | INSTALL | Struthers Recreation - Installation of Play Equipment, Border, and Safety Surfacing | $9,320.00 | $9,320.00 |
| | | | **Sub Total** | $44,105.00 |
| | | | **Discount** | ($12,226.50) |
| | | | **Freight** | $5,005.77 |
| | | | **Total** | **$36,884.27** |

Estimated delivery date is approximately 8 weeks from date of order.

# Hattiesburg - Hope Park Playground - Option 2

**Acceptance of quotation:**
**SIGNED ACCEPTANCE OF THIS QUOTE ASSUMES ACCEPTANCE OF ALL TERMS AND CONDITIONS IN THIS QUOTE.**

Accepted By (printed): _____ Signature: _____

P.O. No: _____ Purchase Amount: **$36,884.27**

Date: _____ Title: _____

Phone: _____ Facsimilie: _____

**Order Information:**

Bill To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

Email for Invoicing: _____

Ship To: _____ Contact: _____

Address: _____ Tel: _____

City, State, Zip: _____

FIN# (FEDERAL IDENTIFICATION NUMBER)_____

SALES TAX EXEMPTION CERTIFICATE #:_____

**COPY OF TAX EXEMPTION CERTIFICATE MUST BE PROVIDED FOR ALL TAX EXEMPT ORDERS**

**COLOR SELECTIONS**

**Standard Color Palette Selection from** www.gametime.com/colors **:**_____
*or*
Custom Color Selections from www.gametime.com/colors :

Upright:_____ Roto Plastic: _____

Accent Metal:_____ Decks:_____

HDPE:_____ 2 Color HDPE:_____

Rock:_____ Tube:_____

Plastic Roof:_____ Rope:_____

Shade Fabric:_____ Shade Metal:_____

Site Furnishing Frame:_____ Site Furnishing Coated Seat/Top:_____

Rubber Safety Surfacing:_____

**15-Year** limited warranty on VistaRope nylon bearings and ring junction pieces.

**10 Year** limited warranty on GTFit, THRIVE and Challenge Course posts & bars.

**10 Year** limited warranty on site furnishings against structural failure.

**10-Year** limited warranty on SunBlox® products.

**10 Year** limited warranty on integrated GTShade® products.

**10 Year** limited warranty on fiberglass and DHPL signage.

**10-Year** limited warranty on VistaRope WeaveTech cables.

**5 Year** limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield.

**5 Year** limited warranty on nylon covered cable net climbers and components.

**5 Year** limited warranty on GT Symphony Freenotes™ Harmony Park components.

**5 Year** limited warranty on Super Seats™.

**5-Year** limited warranty on premature wear of VistaRope cables.

**3 Year** limited warranty on Everybody Plays polyurea coated foam & rubber strips.

**3 Year** limited warranty on SaddleMates® rubber and "C" springs.

**3-Year** limited warranty on SureGrip Material

**2 Year** limited warranty on Challenge Course timing components.

**1 Year** limited warranty on all other GameTime products.

## PART 2 – PRODUCTS

### 2.01 MATERIALS

A. Main Structural Uprights

1. *Shall be 3.5" outside diameter tubing, 1/8" wall thickness, extruded from 6005A-T61 aluminum alloy conforming to ASTM-B-221. Minimum yield strength shall be 35,000 psi and minimum tensile strength shall be 38,000 psi. All upright posts shall be coated with a custom formula TGIC polyester powder coating in conformance with the specification outlined herein.*

(AND/OR)

2. *Shall be 3.5" outside diameter, 13 gauge (nominal .095") galvanized round tubing, manufactured to ASTM A-500 Grade B tolerances from cold-formed steel conforming to*

an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate top coat designed to work in conjunction with the zinc plating. Yellow dichromate has a 320% longer life to white corrosion and 275% longer to red corrosion than does hot-dip galvanizing.

### 2.02 REQUIRED COMPONENTS

A. In addition to the requirements contained in this section, refer to layout drawings and schedules of components and accessories on drawings.

B. All components, accessories, hardware, and other items required for a complete and usable system shall be provided.

### 2.03 FINISHES

A. Polyester (Powder) Coating – The polyester coating shall be uniformly applied by the electrostatic method to a minimum thickness of four mils. Promptly after application of the powder, the coating shall be oven-cured at 350 degrees Fahrenheit. The color(s) of the polyester coating shall be as selected by the Architect from the manufacturer's standard and/or custom color selection charts. The paint process must adhere to the Powder Coat Institute 4000 Certification.

B. Galvanized Finish – All components shall have a galvanized finish prior to powder coating and shall be protectively coated with ZRP, a zinc primer that forms a rust-resistant barrier layer. All galvanized surfaces shall be free of burs, splinters, and sharp edges.

## PART 3 – EXECUTION

### 3.01 INSTALLATION

A. General – Comply with manufacturer's written installation instructions.

B. Uprights – Set posts in concrete footings. Protect finish during installation. Comply with locations, height, and plumb requirements.

### 3.02 FIELD QUALITY CONTROL

A. Installation shall be performed by factory certified technicians with at least 3 years' experience installing playground equipment

### 3.03 COMPLETION

A. Protect installed products until completion of project.

B. Touch up, repair, or replace damaged products before substantial completion.

C. Installer shall turn over all installation instructions, parts lists, maintenance instructions, tool kits, and spare materials to the owner upon completion.

- 3/8" diameter button head cap screws
- Protective P&O finish
- One-piece weld assembly
- Coated after fabrication with an oven cured matte finish PVC coating

19102 – Stepped Deck - 6" Rise
- 3/16" x 3-1/2", 1/4" x 3-1/2", and 1/8" x 2-1/2" hot rolled steel
- 12 gauge steel
- 3/8" diameter button-pin-in-head, hex socket cap screws
- Protective P&O finish
- One-piece weld assembly
- Coated after fabrication with an oven cured matte finish PVC coating

## Links:

19044 – Straight Crawl Tube - 1-Deck Span
- 26" I.D. x ¼" nominal wall thickness tube
- Linear low-density polyethylene
- External hardware connections

## Panels:

19243 – Drivers Panel
- 3" and 4 7/16"-thick color-impregnated linear low density polyethylene

19947 – Tic-Tac-Toe Panel
- Linear, low-density polyethylene
- 1 1/16" O.D. x .072" and 1 5/16" O.D. x .083" wall galvanized steel tubing
- 3/16" thick hot rolled steel
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

## Slides:

19121 – Curved Zip Slide
- Color-impregnated linear low-density polyethylene
- Minimum .25" wall thickness
- Angle of descent: <50°

19123 – Straight Zip Slide - 4'
- Color-impregnated linear low-density polyethylene
- Minimum .25" wall thickness
- Angle of descent: <50°

19791 – Double Rumble & Roll Zip Slide
- Color-impregnated linear low-density polyethylene
- Minimum .25" wall thickness
- Angle of descent: <50°

# State of Mississippi

## BOARD OF CONTRACTORS

ACTIVE

STRUTHERS RECREATION LLC
220 APPLEGATE TRACE
PELHAM, AL 35124

is duly registered and entitled to perform

PLAYGROUND & RECREATION EQUIPMENT

*We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 1 day of Sep., 2023*

BOARD OF CONTRACTORS
STATE OF MISSISSIPPI

**CERTIFICATE OF RESPONSIBILITY**
**No. 24450-SC**
Expires Sep. 1, 2024

Joel A. Carroll

CHAIRMAN OF THE BOARD

## AURORA



| | |
|---|---|
| Fabric Shade | **Bottle Green** |
| Plastic Roof | **Azure** |
| Uprights | **Ice Butter** |
| Accent 1 | **Azure** |
| HDPE | **Dolphin Gray** |
| 2 Color HDPE | **Gray/Black** |
| Roto Plastic | **Azure** |
| Tube | **Azure** |
| Rock | **Deep Granite** |
| Decks | **Gray** |

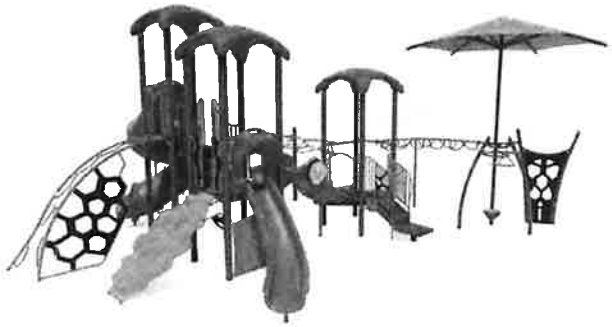
## PEACOCK

NEW!



| | |
|---|---|
| Fabric Shade | **Purple** |
| Plastic Roof | **Royal Purple** |
| Uprights | **Sky Blue** |
| Accent 1 | **Blue** |
| HDPE | **Spring Green** |
| 2 Color HDPE | **Spring Green/White** |
| Roto Plastic | **Royal Purple** |
| Tube | **Royal Purple** |
| Rock | **Deep Granite** |
| Decks | **Blue** |

## WEST PALM



| | |
|---|---|
| Fabric Shade | **Lime** |
| Plastic Roof | **Orange** |
| Uprights | **Sky Blue** |
| Accent 1 | **Spring Green** |
| HDPE | **Blue** |
| 2 Color HDPE | **Spring Green/White** |
| Roto Plastic | **Orange** |
| Tube | **Orange** |
| Rock | **Sandstone** |
| Decks | **Gray** |



## WHIMSY

| | |
|---|---|
| Fabric Shade | **Navy Blue** |
| Plastic Roof | **Orange** |
| Uprights | **White** |
| Accent 1 | **Blue** |
| HDPE | **Orange** |
| 2 Color HDPE | **Spring Green/White** |
| Roto Plastic | **Periwinkle** |
| Tube | **Sky Blue** |
| Rock | **Deep Granite** |
| Decks | **Gray** |



## WATERMELON

| | |
|---|---|
| Fabric Shade | **Lime** |
| Plastic Roof | **Red** |
| Uprights | **White** |
| Accent 1 | **Chartreuse** |
| HDPE | **Green** |
| 2 Color HDPE | **Spring Green/White** |
| Roto Plastic | **Red** |
| Tube | **Red** |
| Rock | **Deep Granite** |
| Decks | **Blue** |



## MANGROVE

| | |
|---|---|
| Fabric Shade | **Lime** |
| Plastic Roof | **Sky Blue** |
| Uprights | **Ocean** |
| Accent 1 | **Ice Mint** |
| HDPE | **Sky Blue** |
| 2 Color HDPE | **Sky Blue/White** |
| Roto Plastic | **Chartreuse** |
| Tube | **Chartreuse** |
| Rock | **Deep Granite** |
| Decks | **Blue** |

NEW!



# GameTime Color Options

We designed our material colors and finishes to give you maximum design flexibility. We were the industry's first manufacturer to achieve PCI-4000 certification for our powder coat finishes and our net colors are rated "Excellent" for color fastness.

For a closer look at our colors, request a sample kit from your local GameTime representative or mix and match a custom palette online at **gametime.com/color-wizard**.

### VISTAROPE™ STANDARD

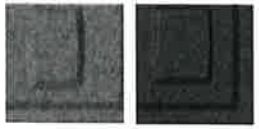



### VISTAROPE™ CUSTOM




*Colors for VistaRope products only. All standard GameTime ropes are black.

### SPECIAL ROCK



Sandstone Deep Granite

### WALLCAND® HANDHOLDS



Red Green Blue Beige

### SITE RECYCLED PLASTIC LUMBER



Gray Tudor Sand

### DECKS



Blue Brown Chocolate Gray

### SHADE FABRIC

Charcoal
Silver
Cream
Beige
Latte
Cedar
Brown
Forest Green
Bottle Green
Lime
Dove Blue
Turquoise
True Blue
Navy Blue
Purple
Royal Purple
Deep Ochre
Sun Blaze
Cayenne
Orange
Yellow

### METAL

Black
Starlight Black
Metallic
White
Vanilla
Champagne
Beige
Brown
Bronze
Dark Green
Green
Sage
Ice Butter
Ice Mint
Chartreuse
Spring Green
Ocean
Azure
Sea Mist
Sky Blue
Blue
Periwinkle
Royal Purple
Burgundy
Red
Orange
Butterscotch
Yellow

### PLASTIC

Champagne
Beige
Brown
Green
Chartreuse
Spring Green
Azure
Sky Blue
Blue
Periwinkle
Royal Purple
Burgundy
Red
Orange
Yellow

### HDPE

Black
Dolphin Gray
Beige
Brown
Green
Spring Green
Azure
Sky Blue
Blue
Purple
Burgundy
Red
Orange
Yellow

### 2 COLOR HDPE

Black/White
Gray/Black
White/Black
Beige/Green
Brown/White
Green/White
Spring Green/White
Azure/White
Sky Blue/White
Blue/White
Purple/White
Burgundy/White
Red/White
Orange/White
Yellow/Black



Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

Actual colors may differ from the images represented here. Contact your local GameTime representative for sample materials.

MAYOR
*Toby Barker*

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

**TO: Play Ground Boss (Crispen@playgroundboss.com)**
**FROM: City of Hattiesburg**
**RE: Bid Request**
**DATE: 3/22/24**

**LOCATION**:706 Katie Avenue Hattiesburg, Mississippi 39401 (Hope Park)

Please use this letter as a request for a bid on an upcoming Hattiesburg Parks and Recreation playground removal and replacement project. This equipment upgrade will take place at Hope Park in Hattiesburg, Mississippi.

The City of Hattiesburg will be responsible for demolish of existing playground equipment, however all items below and in addition to site preparations, ground improvements, dirt replacement, removal or additions to existing site will be determined by the contractor and covered in the overall total of bid submitted.

Proposed playground description is below, however, vendor may submit a playground structure with similar features.

1. 1 double slide, 2 single slide, activity panel, climber
2. 50 cubic yards of ADA engineered wood fiber with landscape barrier installed under ground cover
3. Minimum quantity of 34- 12inch plastic landscape timber with stake or similar plastic play barrier for playground site delineation
4. 15+ year warrant on all plastic, molded play components
5. 100 year warranty on hardware, steel, aluminum decking, clamps, posts, caps, etc.

Vendor will install all materials and equipment, ensuring playground is fully completed and prepared for safety inspection. Vendor will provide copy of safety certification and warranty following installation.

**Vendor is required to attached photos, specifications and estimated delivery date in completed bid.**

**Total Price: $ 32,081**

**Freight/Shipping: $ 500**

**PLEASE RETURN THIS BID BY 5:00PM MARCH 29, 2024 TO SLONDON@HATTIESBURGMS.COM**

Vendor Signature: Marc Parker

Vendor Business: Playground Boss

| QTY | PRODUCT | PRICE | DISCOUNT | TOTAL |
|---|---|---|---|---|
| 1 | Additional Discount<br>SKU: DISCOUNT<br>Additional discount applicable if the order is placed by 04/19/2024 | | $ 350 | $ -350 |
| | **Professional Installation**<br>**SKU: INSTALL** | $ 8,734 | | **$ 8,734** |
| | Customer Installation Note<br>Play area: 40' X 28'<br>- Installation over grass/dirt. Others to demo existing play structures and safety surfacing prior to PGB arrival<br>- Customer to provide a dumpster onsite to help dispose of packaging materials<br>- Access to water and electric | | | |
| | **Shipping And Freight Charges**<br>**SKU: SHIPPING**<br>**Delivery of products to supplied shipping address** | $ 500 | | $ 500 |

## I APPROVE THIS PROJECT. Let's do this!

Approval of this proposal may be executed by signing below and emailing back to the contact information listed below. Unless prior arrangements are approved, payment is due upon ordering.

| | |
|---|---|
| Subtotal | $ 32,581 |
| Tax | $ 0 |
| | **$ 32,581** |

**Account Rep:** Crispen Mtazu
crispen@playgroundboss.com
1-800-878-0320 ext. 105

Authorized Purchaser:

Date:

**Have questions about this quote?**

CALL US
1-800-878-0320

PLAYGROUND BOSS

Ages 2 to 12

Use Zone: 38ft x 27ft
Child Capacity: 38
Play Activities: 9

# Chimp Champ

SKU: PGB-20230







Call Us
1-800-878-0320

PlaygroundBoss.com



# City Of Hattiesburg- Bid Request

Final Audit Report 2024-03-22

| | |
|---|---|
| Created: | 2024-03-22 |
| By: | Crispen Mtazu (crispen@playgroundboss.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA8cNQ1zJY5oWUeors5pLXyY3-bs1mzSLb |

## "City Of Hattiesburg- Bid Request" History

Document created by Crispen Mtazu (crispen@playgroundboss.com)
2024-03-22 - 2:25:33 PM GMT

Document emailed to Marc Parker (marc@playgroundboss.com) for signature
2024-03-22 - 2:25:39 PM GMT

Email viewed by Marc Parker (marc@playgroundboss.com)
2024-03-22 - 3:07:11 PM GMT

Document e-signed by Marc Parker (marc@playgroundboss.com)
Signature Date: 2024-03-22 - 3:08:00 PM GMT - Time Source: server

Agreement completed.
2024-03-22 - 3:08:00 PM GMT

**CITY OF HATTIESBURG**

**UNADVERTISED BID RESULTS**

**OQ# 2402733**

**ITEM** EQUIPMENT FOR 7 NEW CHARGERS

**BID #1**

**WINNING BID**

**COMPANY** EMERGENCY EQUIPMENT PROFESSIONAL INC

**BID AMOUNT** $51,226.00

**BID #2**

**COMPANY** MOORE'S INSTALLATIONS

**BID**

**AMOUNT** $53,928.00

**BID #3**

**COMPANY** _____

**BID AMOUNT** _____

**BID #4**

**COMPANY** _____

**BID AMOUNT** _____

**THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.**

Sylvester London

**Sylvester London, DIVISION MANAGER**

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

# Purchase Order



Fiscal Year 2024

Purchase Order Number **02402733**

Purchase Order Date **04/05/2024**

Department **HATTIESBURG POLICE DEPARTMENT**

**FID 64-6000432**

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

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

Vendor 2733
EMERGENCY EQUIPMENT PROFESSIONAL INC
PO BOX 1739
SOUTHAVEN, MS 38671-1739

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---|---|---|---|---|---|
| | SWITT@EEPROINC.COM | 2733 | 1991 | Valente Hunt | |

**NOTES**

EQUIPMENT FOR 7 NEW CHARGERS-HPD/TWO QUOTE

| ITEM # | DESCRIPTION | | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|
| 1 | QUOTE#218500<br>11-22 VHARGER SPACE SAVER W/ CENTER SLIDING<br>ITEM# PRG.PSSP5604C11A<br>GL #: 001100 - 740000 | $5,929.00 | 7.0000 | EACH | $847.0000 | $5,929.00 |
| 2 | PKTJET 8 W/ VEHICLE KIT<br>ITEM# PLG-PJ823-VK<br>GL #: 001100 - 740000 | $4,025.00 | 7.0000 | EACH | $575.0000 | $4,025.00 |
| 3 | 5 IN 1 SHARKFIN BLK FTD XTND<br>ITEM# ROK-SH-IN2440<br>GL #: 001100 - 740000 | $2,415.00 | 7.0000 | EACH | $345.0000 | $2,415.00 |
| 4 | INSTALLATION<br>ITEM# @MIS<br>GL #: 001100 - 740000 | $11,305.00 | 7.0000 | EACH | $1,615.0000 | $11,305.00 |
| 5 | ARMREST<br>ITEM# HVS.C-ARM-103<br>GL #: 001100 - 740000 | $903.00 | 7.0000 | EACH | $129.0000 | $903.00 |
| 6 | SELF ADJUSTING DUAL CUP HOLDER<br>ITEM# HVS. CUP2-1001<br>GL #: 001100 - 740000 | $336.00 | 7.0000 | EACH | $48.0000 | $336.00 |
| 7 | HEAVY DUTY PUSH BUMPER<br>ITEM# PRG. PB56C15HD<br>GL #: 001100 - 740000 | $2,688.00 | 7.0000 | EACH | $384.0000 | $2,688.00 |
| 8 | 48" 9SX CORE DUO B/W AND BA<br>ITEM# WHM-9SX8EEEE-HPD<br>GL #: 001100 - 740000 | $10,423.00 | 7.0000 | EACH | $1,489.0000 | $10,423.00 |
| 9 | C399S67 W /c399RK?/SA315U/SAK?<br>ITEM# WHM-C399S7-1-SA315U | | 7.0000 | EACH | $1,129.0000 | $7,903.00 |

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

Kamisa Enter
City Clerk

Total Ext. Price $52,226.00

**Purchase Order Total $52,226.00**

**Purchase Order # 02402733**

| ITEM # | DESCRIPTION | | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|
| | GL #: 001100 - 740000 | $7,903.00 | | | | |
| 10 | ION T-SERIES LINEAR DUO B/W<br>ITEM# WHM-TLI2E | | 14.0000 | EACH | $109.0000 | $1,526.00 |
| | GL #: 001100 - 740000 | $1,526.00 | | | | |
| 11 | 18"PM FOR PJ8 FOR 211+ CHARGER FACEPLATES AS FOLLOWS<br>1C-EB20-WGD-1P<br>1C-EB40-WCS-1P | | 7.0000 | EACH | $539.0000 | $3,773.00 |
| | GL #: 001100 - 740000 | $3,773.00 | | | | |
| 12 | EQUIPMENT FREIGHT | | 1.0000 | EACH | $1,000.0000 | $1,000.00 |
| | GL #: 001100 - 740000 | $1,000.00 | | | | |

| | |
|---|---|
| Total Ext. Price | $52,226.00 |
| **Purchase Order Total** | **$52,226.00** |

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax:(662) 342-7251

DIESEL POWERSOLUTIONS
A DIVISION OF EMERGENCY EQUIPMENT PROFESSIONALS, INC

# QUOTE 218500

CUSTOMER NO.
876

**BILL TO:**

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

**SHIP TO:**

SAME AS BILL TO

PHONE: 601/582-3311
FAX: 601/545-4563

Visit our website at www.emergencyequipment.us



| DATE | SHIP VIA | F.O.B. | TERMS |
|---|---|---|---|
| 04/01/24 | SHIP COMPLETE | | NET 30 DAYS |

| PURCHASE ORDER NUMBER | ORDER DATE | SALESPERSON | OUR QUOTE NUMBER |
|---|---|---|---|
| . | 04/01/24 | DSL DSL | 218500 |

| QUANTITY REQUIRED | QUANTITY SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|
| HOURS | | MODEL#: | VIN#: | | |
| MILES | | SERIAL#: | PUMP#: | | |
| UNIT# | | NAME: | TRANS#: | | |
| YEAR: | | DATE SOLD: | | | |
| COMMENTS #1: 7 DODGE CHARGERS | | | | | |
| 7 | | WHM-9SX8EEEE-HPD | 48" 9SX CORE DUO B/W AND BA<br>48" DUAL LIGHTBAR BLUE/WHITE<br>FRONT BLUE/AMBER REAR W/TA<br>FUNCTION<br>MKLP82 MOUNTING KIT | 1,489.00 | 10,423.00 |
| 7 | | WHM-C399S7-1-SA315U | C399S67 W/C399RK?/SA315U/SAK?<br>C399S7/C399RK3-CANPORT/SA315U/<br>SAK1 SPEAKER BRACKET FOR PUSH<br>BUMPER MOUNT | 1,129.00 | 7,903.00 |
| 14 | | WHM-TLI2E | ion t-series linear duo b/w<br>LIGHTS TO MOUNT ON PUSH<br>BUMPER | 109.00 | 1,526.00 |
| 7 | | HVS.CVS1800CHGRPM-2 | 18"PM FOR PJ8 FOR 211+ CHARGER<br>FACEPLATES AS FOLLOWS<br>1 C-EB20-WGD-1P<br>1 C-EB40-WCS-1P<br>C-EB25-MMT-1P | 539.00 | 3,773.00 |
| 7 | | HVS.C-ARM-103 | ARMREST | 129.00 | 903.00 |
| 7 | | HVS.CUP2-1001 | SELF ADJUSTING DUAL CUP HOLDER | 48.00 | 336.00 |
| 7 | | PRG.PB56C15HD | HEAVY DUTY PUSH BUMPER | 384.00 | 2,688.00 |

| Product Total | Discount | Freight | Taxable Amount | Tax | Misc. Amt. | QUOTATION TOTAL |
|---|---|---|---|---|---|---|

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

Remit To:

EEP
PO BOX 1739
Southaven, MS. 38671
PH: (662) 280-4729
Fax:(662) 342-7251

DIESEL POWERSOLUTIONS
A DIVISION OF EMERGENCY EQUIPMENT PROFESSIONALS, INC

# QUOTE 218500

CUSTOMER NO.
876

**BILL TO:**

Hattiesburg City Of
Accounting Dept
P O Box 1898
Hattiesburg, MS 39403-1898

**SHIP TO:**

SAME AS BILL TO

PHONE: 601/582-3311
FAX: 601/545-4563

Visit our website at www.emergencyequipment.us



| DATE | SHIP VIA | F.O.B. | TERMS |
|---|---|---|---|
| 04/01/24 | SHIP COMPLETE | | NET 30 DAYS |

| PURCHASE ORDER NUMBER | ORDER DATE | SALESPERSON | OUR QUOTE NUMBER |
|---|---|---|---|
| . | 04/01/24 | DSL DSL | 218500 |

| QUANTITY REQUIRED | QUANTITY SHIPPED | ITEM NUMBER | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|---|

Please note: Invoices paid by Credit Card will have a 3% fee added to the Total Quote Amount shown below

Pricing quotes are estimates only. Due to volatility in material cost, pricing, surcharges, etc., orders will not be accepted until pricing is verified from the vendor. Both the purchaser and Emergency Equipment Professionals, Inc. will approve final pricing before the order is finalized.

If the supplier to EEP modifies prices after the order has been submitted, the customer will have the right to cancel without penalty.

RECEIVED
APR 3 2024
AWARDED

THIS QUOTE GOOD FOR 100 DAYS
DELIVERY DATE APPROXIMATELY
2 MONTHS AFTER PO RECEIVED

David Lyle
QUOTED 4/2/2024

| Product Total | Discount | Freight | Taxable Amount | Tax | Misc. Amt. | QUOTATION TOTAL |
|---|---|---|---|---|---|---|
| 51,226.00 | | 1,000.00 | 51,226.00 | 0.00 | | 52,226.00 |

Terms and Conditions: Interest will be charged at the rate of 1 1/2% per month, or 18% annually on any unpaid balance. Customer agrees to pay reasonable attorney's fee and all other costs of collection after default. All orders received "As Ordered" and returned are subject to a 20% restocking fee. No returns are allowed without prior written approval from Emergency Equipment Professionals. All shortages and discrepancies must be reported to Emergency Equipment Professionals within 10 days of receipt of shipment. No cash refunds will be given.

# Quote

## *Moore's Installations*

424 Arundel Dr
Brandon, MS 39047
769-257-3316

| Bill To: HATTIESBURG PD | Ship To: Same |
|---|---|
| Name | Phone / Email |

| Item | Description | Qty | Each | Ext |
|---|---|---|---|---|
| 9SX8EEEE | 46" WCX LOW DUO B/W B/A W/ TA FUNCTION | 7 | $1,590.00 | $11,130.00 |
| C399S7-KIT | CORE SIRN LIGHT CONBTROL 21 BUTTON | 7 | $1,219.00 | $8,533.00 |
| | W/CANPORT/SPEAKER AND MOUNTING BRKT | | | $0.00 |
| TLI2E | T-SERIES ION B/W | 14 | $119.00 | $1,666.00 |
| PJ823-KIT | POCKETJET 8 PRINTER VEHICLE KIT | 7 | $599.00 | $4,193.00 |
| CVS1800CHGRPM-2 | 18" CONSOLE W/PRINTER MOUNT | 7 | $557.00 | $3,899.00 |
| C-ARM-103 | ARMREST | 7 | $145.00 | $1,015.00 |
| CUP2-1001 | DUAL CUPHOLDER | 7 | $55.00 | $385.00 |
| PB56C15HD | HD BUMPER FOR 15+ CHARGER | 7 | $435.00 | $3,045.00 |
| PSSP5604C11A | PARTITIUON SLIDING WINDOW 11+ CHARGER | 7 | $999.00 | $6,993.00 |
| IN-2440 | SHARKEE ANTENNA 5N1 | 7 | $367.00 | $2,569.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| FREIGHT | | 1 | $1,000.00 | $1,000.00 |
| | | | | $0.00 |
| INSTALLATION | INSTALL OF ABOVE ITEMS PLUS CUSTOMER | 7 | $1,500.00 | $10,500.00 |
| | PROVIDED RADIO, COAX, RADAR, 4RE CAM, | | | $0.00 |
| | AND CRADLEPOINT | | | $0.00 |
| | INSTALL TO TAKE PLACE AT MOORES INST. | | | $0.00 |
| | IN BRANDON, MS | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | LEAD TIME APPROXIMATELY 8 WEEKS | | | $0.00 |
| | QUOTE GOOD FOR 60 DAYS | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | | $0.00 |
| | | | Total | $54,928.00 |

Date: 4/2/24

Quoted By: JAMES MOORE

CITY OF HATTIESBURG

UNADVERTISED BID RESULTS

OQ# 2402819

ITEM LOGISTIC EQUIPMENT

BID #1

WINNING BID

COMPANY SIG SAUER INC

BID
AMOUNT $25,566.12

BID #2

COMPANY ACCURATE LAW ENFORCEMENT

BID

AMOUNT $27,700.00

BID #3

COMPANY

BID
AMOUNT

BID #4

COMPANY

BID
AMOUNT

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.

Sylvester London

Sylvester London, DIVISION MANAGER

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

# Purchase Order

Fiscal Year 2024 

Purchase Order Number **02402819**

Purchase Order Date **04/11/2024**

Department **HATTIESBURG POLICE DEPARTMENT**

**FID 64-6000432**

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

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

Vendor 50586
SIG SAUER, INC
72 PEASE BLVD
NEWINGTON, NH 03801-6801

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---|---|---|---|---|---|
| | TODD.RASSA@SIGSAUER.COM | 50586 | 2014 | Valente Hunt | |

**NOTES**

LOGISTIC EQUIPMENT-HPD/TWO QUOTE

| ITEM # | DESCRIPTION | | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|
| 1 | SUPPRESSOR, SLX, COMPACT | | 12.0000 | EACH | $1,117.0000 | $13,404.00 |
| | GL #: 001100 - 739900 | $13,404.00 | | | | |
| 2 | RIFLE, M400-PRO, 11 | | 12.0000 | EACH | $1,013.5100 | $12,162.12 |
| | GL #: 001100 - 739900 | $12,162.12 | | | | |

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

Kamisa Easton
City Clerk

Total Ext. Price $25,566.12

**Purchase Order Total $25,566.12**

SIG SAUER

PUBLIC SAFETY SALES
72 PEASE BOULEVARD
NEWINGTON, NH 03801
TEL: 603-610-3000
FAX: 603-610-3003

| | | | |
|---|---|---|---|
| Bill To Name | HATTIESBURG POLICE DEPARTMENT | Created Date | 4/11/2024 |
| Bill To | 1 Government Plz<br>Hattiesburg, MS 39401<br>US | Expiration Date | 7/10/2024 |
| | | Quote Name | 2024-04-11-HATTIESBURG M400 / SLX MS-1 |

Quote Lines

| Quantity | Product # | Product Description | Agency Price | Total Price |
|---|---|---|---|---|
| 12.00 | SLX556C-QD-1 | SUPPRESSOR, SLXC, 5.56MM, INC, QD, COMPACT, NMD | USD 1,117.00 | USD 13,404.00 |
| 12.00 | WRM400-556N-11B-PRO-SBR | SIGM400, 5.56 NATO, SBR, 11.5IN, PRO, BLK, SEMI, FOLD SIGHTS, TELE STOCK, AL MLOK HG, (1) 30RD MAG | USD 1,013.51 | USD 12,162.12 |

The prices herein quoted are exclusive of any applicable taxes (including without limitation sales, use, value added, import, or export taxes) of any nature imposed in connection with the sale or purchase of the goods. All such taxes shall be paid by customer.

| | |
|---|---|
| Subtotal | USD 25,566.12 |
| Total Trade In Value | USD 0.00 |
| Quote Total Less Trade In | USD 25,566.12 |

**IMPORTANT: Please specify your duty and training ammo types when submitting your purchase order.**

PAYMENT TERMS: Net 30 Days - No further discounts

_____

David O'Connor

SIG SAUER is an ISO 9001 : 2015 Certified Company, Manufacturing in Newington, New Hampshire.

Please review and confirm the information is correct and thoroughly conveys all requirements (i.e. payment terms, product configuration (including unique product markings), inspection criteria, packaging and labeling requirements, or any delivery or logistics requirements). SIG SAUER commercial warranty provisions apply unless expressly defined elsewhere. SIG SAUER's standard Terms and Conditions of Sale (available at https://www.sigsauer.com/termsandconditions) are incorporated herein by reference.

RECEIVED
APR 10 2024
AWARDED




Accurate Law Enforcement
3562 Summer Avenue
Memphis, TN 38122
(901)774-9595

# QUOTE

| Date | QUOTE |
|---|---|
| 4/11/2024 | HPD-Sig |

| Name / Address |
|---|
| CITY OF HATTIESBURG PD<br>P.O. BOX 1898<br>HATTIESBURG MS 39403<br>Attn: slondon@hattiesburgms.com |

| Ship To |
|---|
| CITY OF HATTIESBURG PD<br>#1 GOVERNMENT PLAZA<br>HATTIESBURG MS 39401<br>Attn: slondon@hattiesburgms.com |

| P.O. No. | Cust. Type | Terms | Rep |
|---|---|---|---|
| | Agency Exempt | Net 15 | |

| Item | | Qty | Cost | Total |
|---|---|---|---|---|
| WRM400-556N-11B-PRO-SBR | Sig Sauer RIFLE,M400-PRO,11`,SEMI,BLK,5.56,TELESTK | 12 | $ 1,100.00 | $ 13,200.00 |
| SLX556C-QD | Sig Sauer SUPPRESSOR,SLX,COMPACT,QD,5.56MM | 12 | $ 1,200.00 | $ 14,400.00 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
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| | | | | |
| | | | | |
| | | | | |

1. T&E items must be returned in 30 days. After 30 days, agency will be billed if items are not returned.
2. Pricing reflects cash, check, ACH payment discount. If paying with a credit card, 3% credit card fee will be added.

| | | |
|---|---|---|
| **Subtotal** | | $ 27,600.00 |
| **Shipping** | | $ 100.00 |
| **Tax** | 0.00% | $ - |
| **CC Fee** | 3.00% | $ - |
| **Total** | | $ 27,700.00 |

**CITY OF HATTIESBURG**

**UNADVERTISED BID RESULTS**

**OQ# 2402867**

**ITEM** 1407 HALL FENCE-HALL AVE EAST

**BID #1**

**WINNING BID**

**COMPANY** UNITED FENCE COMPANY

**BID AMOUNT** $9,012.00

**BID #2**

**COMPANY** JEFCOAT FENCE COMPANY INC OF HATTIESBURG

**BID AMOUNT** $11,500.00

**BID #3**

**COMPANY** _____

**BID AMOUNT** _____

**BID #4**

**COMPANY** _____

**BID AMOUNT** _____

**THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.**

Sylvester London

**Sylvester London, DIVISION MANAGER**

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

# Purchase Order

Fiscal Year 2024 

Purchase Order Number **02402867**

Purchase Order Date **04/16/2024**

Department **ENGINEERING**

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

Ship To 1014
212 West Front St
Centennial Building
Hattiesburg, MS 39401

**FID 64-6000432**

Vendor 4504
UNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG, MS 39401-3816

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---|---|---|---|---|---|
| | UNITEDFENCECO@BELLSOUTH.NET | 4504 | 2402544 | Sharon Waits | |

**NOTES**

2 QUOTE - 1407 HALL AVE FENCE-HALL AVE EAST

Please send invoice to:
shensarling@hattiesburgms.com

| ITEM # | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | 2 QUOTE<br>1407 REBECCA AVE FENCE INSTALLATION<br>HALL AVE EAST OVERPASS PROJECT<br>GL #: 088603 - 729501 $9,012.00 | 1.0000 | EACH | $9,012.0000 | $9,012.00 |

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

City Clerk

Total Ext. Price $9,012.00

**Purchase Order Total $9,012.00**

United Fence Company of Hattiesburg
255 McLeod St
Hattiesburg, MS 39401
Ph. 601-582-0406
Fax. 601-582-0404

# Estimate

Date 4/8/2024
Estimate # 14077

**Name / Address**

City of Hattiesburg
P. O. Box 1898
Hattiesburg, Ms. 39403-1898

P.O. #
Terms Net 30

Due Date 5/8/2024
Other

| Description | Qty | Rate | Total |
|---|---|---|---|
| 1407 Rebecca Ave Wood Fence Project | | | |
| 198' - 72" Dog Eared Wood Fence<br>80' - 72" to 48" Transition Fence<br>132' - 48" Dog Eared Wood Fence<br>1 - 4' wide x 4' high Single Gate<br>1 - 12' wide x 4' high Double Gate | | | |
| Total Including All Materials & Labor | 1 | 9,012.00 | 9,012.00T |
| Lead Time Two (2) Weeks From Receipt of Purchase Order | | | |

Bid Prepared By: Kevin L. Fant

RECEIVED
APR 10 2024
AWARDED

This Estimate is Valid for Thirty (30) Days

| | |
|---|---|
| Subtotal | $9,012.00 |
| Sales Tax (0.0%) | $0.00 |
| Total | $9,012.00 |

***United Fence Company of Hattiesburg***
unitedfenceco@bellsouth.net
www.unitedfencehattiesburg.com
601-582-0406
Fax 601-582-0404

RECEIVED
APR 10 2024
AWARDED

# PROPOSAL

Jefcoat Fence Company, Inc. of Hattiesburg
P. O. Box 1167
Hattiesburg, MS 39403
Phone: 601-583-0516
Fax 601-336-7779

Jefcoat
FENCE AND ACCESS CONTROL

*"The Name that Secures Your Trust"*
*www.jefcoatfenceofhattiesburg.com*

*QUOTE IS VALID FOR 30 DAYS*

| | | | |
|---|---|---|---|
| Company | City of Hattiesburg | From | CARLOS FLORES |
| | | Date: | 4/8/2024 |
| Fax/Email | | Cell Phone: | 601 270 1687 |
| Re: | 1407 Rebecca Ave. – Wood Fence | Email: | carlos@jefcoatfenceofnattiesburg.com |

MS. CERTIFICATE OF RESPONSIBILITY # 16003-SC
MS. ELECTRONIC PROTECTION LICENSE #15024185

*AS DEFINED BY FEDERAL GOVERNMENT WE ARE A SMALL DISADVANTAGED BUSINESS AND WOMEN OWNED SMALL BUSINESS*

To provide materials and labor as follows to Install:

- 132' of 4' Dog Ear Wood Fence with
  - (1) 4' Single Gate
  - (1) 12' Double Gate
- 80' Transition 6' – 4' Wood Fence
- 198' of 6' Dog ear Wood fence

Lead time 4 Weeks after PO is issued

Amount $11,500.00

***Due to VOLATILITY of PRICING in the Current Fence Supply Chain, we reserve the right to renegotiate the selling price on any QUOTE 30 days beyond the original date. ***

**All Take Down, Power, Conduits, Bollards, Concrete Coring & Grounding by others**

Thank you
Carlos Flores C.A.G.O.I.
Vice President

*ALL PRICES PLUS APPLICABLE SALES TAX, INSURANCE, AND BONDS*

*NOTE: With a written contract that lists the insurance requirements, there is no additional insurance cost UNLESS insurance requirements are requested that are above our standard policies for each entity. Otherwise, there may be additional charges for named additional insured, completed operations, and auto for each entity. Jefcoat Fence Co. Inc. of Hattiesburg uses our carrier's accepted endorsements only.*

**ACCEPTANCE OF PROPOSAL**

The above specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____ Signature: _____

**CITY OF HATTIESBURG**

**UNADVERTISED BID RESULTS**

**OQ# 2402879**

**ITEM** CITY HALL THIRD FLOOR MAYOR'S A/C

**BID #1**

**WINNING BID**

**COMPANY** JIM SERVICES SMITH

**BID AMOUNT** $10,215.71

**BID #2**

**COMPANY** AMERICAN AIR SPECIALISTS OF MS INC

**BID AMOUNT** $10,995.00

**BID #3**

**COMPANY** _____

**BID AMOUNT** _____

**BID #4**

**COMPANY** _____

**BID AMOUNT** _____

**THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.**

Sylvester London

**Sylvester London, DIVISION MANAGER**

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

# Purchase Order

Fiscal Year 2024 

Purchase Order Number **02402879**

Purchase Order Date **04/16/2024**

Department **GENERAL GOV BUILDINGS**

**FID 64-6000432**

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

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 4234
JIM SERVICES SMITH
PO BOX 17737
HATTIESBURG, MS 39404-2009

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---|---|---|---|---|---|
| | JIM@JIMSMITHSERVICES.COM | 4234 | 2402556 | Archie Brewton | |

**NOTES**

TWO QUOTE-CITY HALL 3RD FLOOR OFFICE A/C

PLEASE SEND INVOICE TO ABReWTON@HATTIESBURGMS.COM

| ITEM # | DESCRIPTION | | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|---|
| 1 | TWO QUOTE-CITY HALL THIRD FLOOR MAYOR'S OFFICE A/C UNIT | | 1.0000 | EACH | $10,215.7100 | $10,215.71 |
| | GL #: 001092 - 635000 | $10,215.71 | | | | |

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

Kamesa Eaton
City Clerk

Total Ext. Price $10,215.71

**Purchase Order Total $10,215.71**

City Hall 3rd Floor
Mayor's office HVAC

001042-6350

Jim Smith Services, Inc.
P.O. Box 17737
Hattiesburg, MS 39404

JIM SMITH SERVICES
HOME COMFORT DIVISION

Phone: (601) 584-8400
customerservice@jimsmithservices.c
www.jimsmithservices.com

**Quote #: q1124**

Quote Date: 2/20/2024

Bill to
**City Of Hattiesburg, MS**
P. O. Box 1898
Hattiesburg, MS 39401

Ship to
**City Of Hattiesburg, MS**
P. O. Box 1898
Hattiesburg, MS 39401

Work Order Description
Quote price to install ductless system in the Mayor conference room

Quote Date: 2/20/2024

Quote Expiration Date: 2/20/2024

| Item | Description | Quantity | Price | Amount |
|---|---|---|---|---|
| DESC | Labor and material to install a Mitsubishi ductless heat pump in the conference room on the third floor including adding the electrical service for the new unit. Mounting the condensing unit next to the existing unit that is on the south side of the building over the south entrance area. ( see attached photo) Disconnect the existing zoning controls, Cover the refrigeration line set with a false rain collection box and down spout to match the existing down spouts on the building. (see attached photo). This will give control of the HVAC separate from the existing HVAC system. | 1 | $10,215.71 | $10,215.71 |

| | |
|---|---|
| Subtotal: | $10,215.71 |
| Tax: | $0.00 |
| Total: | $10,215.71 |
| Payments: | $0.00 |

RECEIVED
APR 16 2024
AWARDED

# AMERICAN AIR SPECIALISTS OF MS, INC.

P.O. BOX 162
HATTIESBURG, MS 39403-0162
OFFICE (601)583-2575
FAX (601) 544-7746

TO: City of Hattiesburg

RE: 3rd Floor Conference Room

ATTN: drowell@hattiesburgms.com

Provide and install one Mitsubishi ductless split heat pump system. Price includes electrical, labor, and all materials to complete job.

**Contract Price: 10,995.00**

Sincerely, John Haynes
AMERICAN AIR SPECIALISTS of MS, Inc.

Accepted By: _____ Date: _____

**The price may be withdrawn if not accepted in 7 to 10 days due to price fluctuation on materials.**
*All credit card payments are subject to a 2.75% convenience fee*

**CITY OF HATTIESBURG**

**UNADVERTISED BID RESULTS**

**OQ# 2402880**

**ITEM** RETAINING WALL@309 CRESTMONT

**BID #1**

**WINNING BID**

**COMPANY** SHADE LANDSCAPE COMPANY LLC

**BID AMOUNT** $6,500.00

**BID #2**

**COMPANY** FOUR SEASONS LAW AND LANDSCAPE LLC

**BID AMOUNT** $8,855.00

**BID #3**

**COMPANY** _____

**BID AMOUNT** _____

**BID #4**

**COMPANY** _____

**BID AMOUNT** _____

**THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.**

Sylvester London

**Sylvester London, DIVISION MANAGER**

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

# Purchase Order

Fiscal Year 2024



Purchase Order Number **02402880**

Purchase Order Date **04/16/2024**

Department **ECONOMIC DEV**

**FID 64-6000432**

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

Ship To 1000
200 Forrest St - 2nd Floor
Hattiesburg, MS 39401

Vendor 50462
SHADE LANDSCAPE COMPANY LLC
P O BOX 17048
HATTIESBURG, MS 39404-7048

| VENDOR PHONE NUMBER | VENDOR EMAIL | VENDOR NUMBER | REQUISITION NUMBER | BUYER NAME | DELIVERY REFERENCE |
|---|---|---|---|---|---|
| | KEVIN@SHADELANDSCAPECOMPANY.COM | 50462 | 2402555 | Archie Brewton | |

**NOTES**

TWO QUOTE -RETAINING WALL @ 309 CRESTMONT

PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

| ITEM # | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| 1 | TWO QUOTE-RETAINING WALL @ 309 CRESTMONT/170 FACE FEET GREY KEYSTONE BLOCK | 1.0000 | EACH | $6,500.0000 | $6,500.00 |
| | GL #: 001402 - 604900 $6,500.00 | | | | |

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

City Clerk

Total Ext. Price $6,500.00

**Purchase Order Total $6,500.00**

CO 1402-C049

**Shade Landscape Company, LLC**
P.O. Box 17048
Hattiesburg, MS 39404 US

# Estimate

**ADDRESS**
City Of Hattiesburg
PO Box 1898
Hattiesburg, Ms 39401

**SHIP TO**
City Of Hattiesburg
200 Forrest St
2nd Floor
Hattiesburg, Ms 39401

**ESTIMATE #** E-037
**DATE** 04/16/2024

| DATE | DESCRIPTION | QTY | RATE | AMOUNT |
|---|---|---|---|---|
| | Retaining Wall @ 309 Crestmont.<br>170 Face Feet<br>Grey Keystone Block | 1 | 6,500.00 | 6,500.00 |

| | |
|---|---|
| SUBTOTAL | 6,500.00 |
| TAX | 0.00 |
| TOTAL | **$6,500.00** |

Accepted By

Accepted Date

RECEIVED
APR 16 2024
AWARDED

Kevin B. Lott: 601.917.2172
kevin@shadelandscapecompany.com

Four Seasons Lawn and Landscape, LLC
1620 Bush Dairy Road - Laurel, MS 39443
601-425-5856

**Midtown Green Park**
**Retaining Wall**

Prep area for new wall, dig footers for limestone base, and install wall.

| | |
|---|---|
| - 170ff Keystone Gray Wall | $5,950.00 |
| - Block Delivery | $255.00 |
| - 72lf Limestone footer, 5 tons | $750.00 |
| - Limestone back fill, 6 tons | $900.00 |
| - 72' wall caps | $500.00 |
| - Equipment and Mobilization | $500.00 |
| *TOTAL* | *$8,855.00* |



# Memorandum

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

**From:** **Kermas Eaton, City Clerk**

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

**Date:** **Tuesday, May 7, 2024**

**Re:** **Acknowledge no proposals were received on April 18, 2024, for the sewer service line replacement for the Clean Start Sewer Program RFQ; authorize re-advertisement of same.**
**File Number: 2024-121**
**Minute Book #**

---

**Summary**
No proposals were receive3d onb April 18, 2024, for the Clean Start Sewer program RFQ. Authorize re-advertisement of the same.

**Recommendation Statement**
I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

# REQUEST FOR QUALIFICATIONS

NOTICE is hereby given that the City of Hattiesburg, Mississippi will receive Request for Qualifications until 10:00 A.M., Thursday, May 30, 2024, in the City Clerk's Office in the City Hall for the following:

**The City of Hattiesburg is seeking qualifications from licensed plumbers/contractors who are interested in performing sewer service line replacement work for the Clean Start Sewer Program.**

The above shall be delivered as per detailed specifications on file in the Office of the Clerk, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4550, which may be obtained upon request by email: keaton@hattiesburgms.com.

Each PROPOSAL must be received in a sealed envelope which is marked in the lower left-hand corner with the words "**CLEAN START SEWER PROGRAM RFQ".**

.

PUBLISHED by Order of the Council on this, the 7th day of May 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton
CITY CLERK

(SEAL)

Publish 5/9/2024 & 5/16/2024

CLEAN START
SEWER PROGRAM

# Request for Qualifications

The City of Hattiesburg is seeking qualifications from licensed plumbers/contractors who are interested in performing sewer service line replacement work for the Clean Start Sewer Program. Interested and qualified respondents may submit RFQ packages, according to the requirements described herein, to the City of Hattiesburg, 200 Forrest Street, Hattiesburg, MS 39401. All RFQ packages are due by or before 10 a.m. (CST) on May 30, 2024. Any packages delivered to or received after the 10 a.m. deadline will not be considered and shall be returned unopened to the addressee.

RFQ Packages are available by calling the Hattiesburg City Clerk's Office, 601-545- 4550 and requesting the document Clean Start Sewer Program RFQ.

Contact Information: Kermas Eaton, City Clerk
City Clerk's Office
200 Forrest Street
Hattiesburg, MS 39401
Email: keaton@hattiesburgms.com
(601) 545-4550

RFQ packages MUST be submitted in a SEALED envelope and clearly marked on the exterior of the package: CLEAN START SEWER PROGRAM RFQ. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each package shall consist of one (1) original paper submittal, one (1) copy submittal, and one (1) USB flash drive containing one (1) Color PDF of the original documents of the RFQ package which shall include all required documents and any supplemental information.

Deliver or Ship RFQ Packages to: City of Hattiesburg / City Clerk's Office
200 Forrest Street
Hattiesburg, MS 39401

Licensed plumbers/contractors providing appropriate responses to the RFQ will be placed on a qualified eligible contractors list. The City will contract on behalf of the eligible property owners with a licensed certified plumber/contractor.

The objective of this program is to repair or replace deteriorated, broken, or disconnected sewer service lines in Priority Areas designated by the EPA for the purpose of improving the overall sewer treatment

system by reducing the inflow and infiltration stormwater. This program will focus on repairing or replacing the sewer service lines from the house to the city's sewer tap, with work taking place on both public and private property.

All construction costs normally associated with replacing the private portion of the sewer service line will be included in the program. Typical costs might include the cost of excavation, materials, labor, backfill, and minor restoration. Non-typical costs at a property may be allowed pending review and approval by the City. A non-typical cost might include the cost of rerouting the private portion of the sewer service line to a more acceptable location within a structure when it results in an overall cost saving.

The City will require that the certified licensed plumbers/contractors perform the work in accordance with the any local and state codes, as well as all applicable OSHA requirements/standards.

Licensed plumbers/contractors interested in performing sewer service line replacements funded by the Clean Start Hattiesburg Program should submit a response to the RFQ by including (at minimum) the following information:

a. Name/address of plumbing/contractor business.
b. Name of business owner and/or registered agent
c. Plumbing/contractor license numbers
d. Number of years/months in business as a licensed plumber/contractor
e. General business information:
    i) Briefly describe your plumbing/contractor organization, size, and structure.
    ii) Provide the number of years your firm has been engaged in performing licensed plumber/contractor sewer service line replacement/installation work.
    iii) How many new sewer service line installations and sewer service line replacements has your plumbing business performed in the last three (3) years?

This project is undertaken in connection with the settlement of an enforcement action, United States et al. v. City of Hattiesburg, taken on behalf of the U.S. Environmental Protection Agency and the Mississippi Department of Environmental Quality to enforce the Clean Water Act and the Mississippi Air and Water Pollution Control Law.

Publish May 9, 2024 & May 16, 2024

# Memorandum

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

**From:** **Kermas Eaton, City Clerk**

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

**Date:** **Tuesday, May 7, 2024**

**Re:** **Rescind award of bid to C-Spire, approved at File #2023-647 and Minute Book 2022-307; Approve the revised Request for Proposals and authorize the re-advertisement for the same.**
**File Number: 2024-147**
**Minute Book #**

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**Summary**
Rescind award of bid to C-Spire, approved at File #2023-647 and Minute Book 2022-307; Approve the revised Request for Proposals and authorize the re-advertisement for the same.

**Recommendation Statement**
I recommend rescinding and approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

**PUBLIC NOTICE**
**REQUEST FOR PROPOSALS**

The City of Hattiesburg is issuing a Request for Proposals for the installation of Wi-Fi services at specific public locations noted below. This project is in response to the impact of COVID-19 on city residents. The intended outcome of the project is free internet access in response to the impacts of COVID-19 to city residents.

Proposals are due no later than 10:00 a.m., Thursday, May 30, 2024. Any proposals received after this deadline may be returned to the offer or unopened. The City reserves the right to reject any and all proposals.

Inquiries and requests for proposal packets should be addressed to:
City Clerk's Office
City of Hattiesburg
P.O. Box 1898/200 Forrest Street
Hattiesburg, MS 39403-1898
601-545-4550
Email: keaton@hattiesburgms.com

PUBLISHED by the Order of the Council on the 7th day of May 2024.

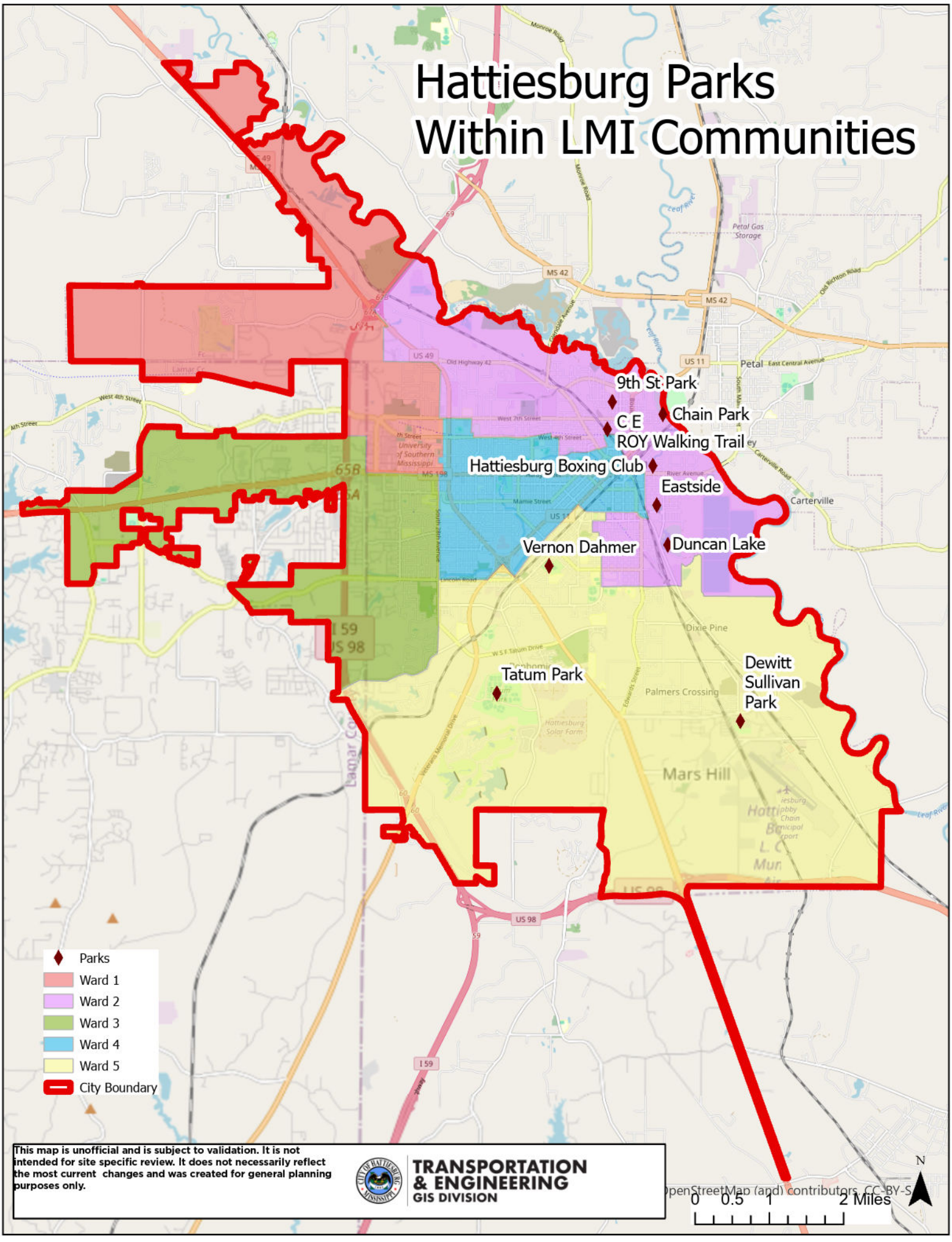
CITY OF HATTIESBURG, MISSISSIPPI

BY: Kermas Eaton /s/
CITY CLERK

(SEAL)

Publish (2) two times on: Thursday, May 9, 2024 & May 16,2024

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


Hattiesburg Parks
Within LMI Communities
9th St Park
Chain Park
C E
ROY Walking Trail
Hattiesburg Boxing Club
Eastside
Duncan Lake
Vernon Dahmer
Tatum Park
Dewitt
Sullivan
Park
Parks
Ward 1
Ward 2
Ward 3
Ward 4
Ward 5
City Boundary
This map is unofficial and is subject to validation. It is not intended for site specific review. It does not necessarily reflect the most current changes and was created for general planning purposes only.
TRANSPORTATION
& ENGINEERING
GIS DIVISION
OpenStreetMap (and) contributors, CC-BY-S
0 0.5 1 2 Miles
N

# Request for Proposals - Public Notice
## Broadband Infrastructure Services
## (Public Wi-Fi Access)

Planners, architects, engineers and other related professionals are requested to submit a proposal to provide professional services to install Public WiFi services for the following City of Hattiesburg locations:

- Tatum Park – 101 Parkway Boulevard
- Vernon Dahmer Park – 1000 Country Club Road
- Chain Park – 981 E. 8th Street
- Duncan Lake – 1000 James Street
- Dewitt Sullivan Park – Old Airport Road
- C.E. Roy Walking Trail – 300 E. 5th Street
- Hattiesburg Boxing Club & Gym – 202 Unetta Street
- Eastside Park – 1000 Rebecca Avenue
- 9th Street Park – 300 E. 9th Street

**Overview**

The City of Hattiesburg is requesting qualifications and pricing information for the installation of broadband infrastructure consisting of service equipment at the locations listed above. The City of Hattiesburg was awarded grant funding from the Coronavirus Aid, Relief, and Economic Security (CARES) Acts 2020, 2021.

**Outcome/Goal**

In an effort to enhance quality of life and in response to COVID-19, public WiFi services will assist residents in remaining connected to work and school.

**Deliverables**

The deliverables for this project are:

- 24 or 48 Port Switch – Meraki – MS225 or compatible equipment
- 8 Port Switch – Meraki – MS120 or compatible equipment
- Indoor AP - Meraki CW9164 or compatible equipment
- Outdoor AP – Meraki MR86 or compatible equipment
- Content Filtering – Cisco Umbrella or compatible equipment
- Firewall – Meraki MX450 or Cisco Umbrella SIG with an ISR router or compatible equipment
- Cabling requirements including costs to run for AP and switches
- Rack equipment to mount gear
- All labor costs

**Project Timeline and Budget:**

Final schedule will be mutually determined by the City and selected firm. This project is funded by federal monies.

**Submittal Requirements:**

Responses must conform to the requirements set forth in this RFP, and include as follows:

- Cover letter identifying all firms proposed for the team, including contact information, such as
  mailing address, email address and phone number;
- Project understanding;
- Statement of Qualifications: Team organization, including professional resumes and identification of the lead consultant and project manager, key personnel, and the roles and responsibilities of all sub-consultants. Also designate who will be directly working with the City's Department of Information Technology (IT) and Urban Development staff;
- Statement of Relevant Work/Experience with referral contact information and links to published product(s).
- Project approach;
- Scope of Work;*)*
- Proposed deliverables;
- Proposed timeline;
- Proposed project budget;
- Identify whether any team member firms are, or will become, a qualified DBE firm, and describe the percentage of the overall project that will be assigned/subcontracted to said DBEs.
- Clearly identify any term of proposal that may deviate from submitted requirements and the benefits thereof.

*All proposals, exhibits, responses, attachments, reports, charts, schedules, maps, and illustrations shall become the property of the City of Hattiesburg upon receipt.*

**Selection Criteria Process:**

All proposals received will be reviewed by designated City staff from the Department of Urban Development and Information Technology, according to the selection criteria set forth in this RFQ. The following criteria will be the basis on which responses will be considered (in no particular order):

| *Evaluation Criteria* | *Weight* |
|---|---|
| *Demonstrated Capacity (Past performance of firm on similar projects, as well as project manager and other team members; availability of consultant team members; extent of other completed projects of similar scope and magnitude).* | *25* |
| *Experience and qualifications of personnel assigned to perform the services* | *20* |
| *Proposed Scope of Work and Deliverables (Understanding of the assignment; quality of response to proposed work program deliverables).* | *30* |
| *Communications (Organization/completeness of response; writing skills, as shown through referenced work examples).* | *10* |
| *Work Product Examples (Quality, appearance, presentation, and applicability of referenced work examples).* | *10* |
| *DBE participation commitment (weighted by commitment level to DBEs)* | *5* |
| *Total* | *100* |

**Submission:**

**Final sealed proposals must be received by the City of Hattiesburg office of the City Clerk no later than 10:00 a.m. (Central Standard Time) local time on May 30, 2024. Late proposals will not be accepted nor considered**.

**All proposals must be sealed and clearly marked with the Proposer's name and labeled with "RFP: City of Hattiesburg WiFi Project.** Proposers must allow sufficient lead-time to ensure receipt of their proposals by the time specified. The City of Hattiesburg will not be responsible for a carrier's failure to deliver**. Three (3) copies of the complete proposal response must be delivered to the following:**

**Physical Address**
Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

**OR**

**Mailing Address**
Office of the City Clerk – 2nd Floor City Hall
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

**Schedule of Activities**

Please note that dates are subject to change based on City of Hattiesburg needs.

| Item | Date |
|---|---|
| RFP Issue Date | May 8, 2024 |
| Closing Date for Receipt of Proposals | May 30, 2024, 10:00 am, CDT |
| Bid Openings | May 30, 2024, 10:00 am, CDT. |

**Any questions regarding this RFP, must be submitted in writing via email to cdbg@hattiesburgms.com before 4:00 p.m., Thursday, May 23, 2024. Questions with responses will be emailed back to all interested parties no later than 4:00 p.m., Friday, July 14, 2023.**

The City of Hattiesburg reserves the right to reject any or all Proposals, or any parts thereof, waive formalities, negotiate terms and conditions, and to select the consultant and service options that best meet the needs of the City of Hattiesburg. The project objective is to develop a corridor district covering two areas. It is expected that all vendors will be able to furnish satisfactory evidence that they have the ability, experience, and capital to enable them to complete this project

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH Once in the Legal Section: Thursday, May 9, 2024, May 16, 2024

# Memorandum

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

**From:** **Kermas Eaton, City Clerk**

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

**Date:** **Tuesday, May 7, 2024**

**Re:** **Authorize and approve the advertisement for bids for the attached projects upon completion of plans and specifications.**
**File Number: 2024-149**
**Minute Book #**

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**Summary**

Authorizing advertisement for said projects upon completion of specifications and plans.

**Recommendation Statement**

I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

MAYOR
*Toby Barker*

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

MCWI PROJECTS

1. W. 7th Street Infrastructure Improvements Project – MDEQ Agreement No. 566-2-SW-5.6
2. Unified Neighborhood Infrastructure Improvements – MDEQ Agreement No. 568-2-SW-5.6
3. Lincoln Road Stormwater Retention Facility – MDEQ Agreement No. 589-2-SW-5.6
4. Irene Chapel Drainage Improvements –
5. 7th St, 25th Ave. and Grace Ave. Drainage – MDEQ Agreement No. 438-1-SW-5.6
6. S. 40th Ave. Drainage Improvements – MDEQ Agreement No. 565-2-SW-5.6

# Memorandum

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

**From:** **Kermas Eaton, City Clerk**

**cc:** **Alan Howe, Director of the Water Department**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve Specifications and Authorize publication of an advertisement for various term bid items for the City of Hattiesburg Water Department.**
**File Number: 2024-126**
**Minute Book #**

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**Summary**
Term bids for the City of Hattiesburg Water Department.

**Recommendation Statement**

Please place this on the May 7, 2024 City Council meeting for consideration.

**SPECIFICATIONS FOR ITEM #6: TWO-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Two-Way Fire Hydrants for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

All Fire Hydrants bid upon shall have:

1½" pentagon operating nut opening left

The 6" shoe connection shall be as specified (flanged, A/C, M.J., etc.). A minimum of six bolts and nuts is required to fasten the shoe to the lower barrel.

2½" and 4½" (When specified) National Standard hose thread nozzles, interchangeable, threaded and locked in place with stainless steel screw(s) or lock(s) and sealed with "O" ring seal(s)

Nozzle caps attached with chain stainless steel safety stem coupling

Traffic model, break-a-way safety flange on upper barrel; and Dual "O" ring seals for positive water and lubricant sealing of bonnet section

AWWA approved lubrication system with oil reservoir that automatically circulates oil lubricants to all stem threads and bearing surfaces each time the hydrant is operated

Valve assembly will consist of bronze seat and drain ring, drain ring housing and compression type main valve all bolted to shoe to permit easy removal for repair.

Fire Hydrant will be dry barrel, post type with compression main valve closing with pressure

Must be equal to or better than Mueller Centurion Nos. A-420 and A-422. Prices shall be given for furnishing hydrants for 3 foot, 4 foot and 5 foot trenches.

TYPE #1. Fire hydrant with 5-1/4" valve opening, 6" Mechanical Joint inlet connection, to fit both standard and oversize pipe (equal to Mueller D-150 Mechanical Joint shoe), with two 2½" hose nozzle connections.

#2. Fire hydrant with 4½" valve opening, 4" Mechanical Joint inlet connection, to fit both standard and oversize pipe (equal to Mueller D-150 Mechanical Joint shoe), two 2½" hose nozzle connections.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2024 and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within seven (7) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**TWO-WAY FIRE HYDRANTS -**
**HATTIESBURG WATER DEPARTMENT, ITEM #6**
**OPEN 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7TH day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

**ITEM #6 - TWO-WAY FIRE HYDRANTS FOR THE HATTIESBURG**

**WATER DEPARTMENT**

| ITEMS | MANUFACTURER/MODEL # | UNIT BID PRICE |
|---|---|---|
| **TYPE # 1** | | |
| 3' BURY | | |
| 4' BURY | | |
| 5' BURY | | |
| | TOTAL | |

| **TYPE # 2** | | |
|---|---|---|
| 3' BURY | | |
| 4' BURY | | |
| 5' BURY | | |
| | TOTAL | |

| | |
|---|---|
| GRAND TOTAL BID PRICE | |

NAME OF COMPANY

STREET/P.O.

ADDRESS

STATE & ZIP CODE

PHONE NUMBER/FAX

NUMBER

DATE OF BID

_____

OFFICIAL'S NAME & TITLE

_____

OFFICIAL'S SIGNATURE

_____

**SPECIFICATIONS FOR ITEM #7: THREE-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Three-Way Fire Hydrants for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

All Fire Hydrants bid upon shall have:

1½" pentagon operating nut opening left

The 6" shoe connection shall be as specified (flanged, A/C, M.J., etc.) A minimum of six bolts and nuts is required to fasten the shoe to the lower barrel.

2-2½" and 1-4½" National Standard hose thread nozzles, interchangeable, field replaceable, "O" ring sealed, threaded in place and retained with stainless steel locks

Nozzle caps attached with heavy duty non kinking chains

Traffic model, break-a-way safety flange attached with corrosion resistant plated bolts and nuts, and stainless steel safety stem coupling designed to prevent stem or main valve damage

Dual "O" ring seal for positive water and lube sealing of INTERNAL BONNET

Lubrication System with sealed oil reservoir designed to automatically circulate lubricant to stem threads and bearing surfaces each time the hydrant is operated

Valve assembly consisting of bronze seat and drain ring, "O" ring sealed; Bronze upper valve plate; Long life plastic drain valve facings; "O" ring flanged seals

Compression main valve closing with pressure

6" Mechanical Joint shoe inlet to fit both standard and oversized cast iron pipe

Fire Hydrant will be dry barrel with a 5 1/4 valve opening, post type equal to or better than Mueller Super Centurion 250

Prices shall be given for 3 foot, 4 foot and 5 foot trench depth lengths

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2024, and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within seven (7) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**THREE-WAY FIRE HYDRANTS -**
**HATTIESBURG WATER DEPARTMENT, ITEM #7**
**OPEN 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of May A. D., 2044.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
PUBLIC SERVICES DEPARTMENT

ITEM #7 - THREE-WAY FIRE HYDRANTS FOR THE HATTIESBURG WATER DEPARTMENT

| ITEMS | MANUFACTURER/MODEL # | UNIT BID PRICE |
|---|---|---|
| **TYPE # 1** | | |
| 3' BURY | | |
| 4' BURY | | |
| 5' BURY | | |
| TOTAL BID PRICE | | |

NAME OF COMPANY

STREET/P.O. ADDRESS

STATE & ZIP CODE

PHONE NUMBER/FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #8: STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Stainless Steel Full Circle Repair Clamps, which meets or exceeds the following specifications, to-wit:

Repair Clamps.....4" to 20" stainless steel, full circle repair clamps for iron pipe. Lugs shall be epoxy coated.

Bidder shall bid on furnishing full circle clamps which meet or exceed the Smith-Blair type 226, 227, or 228 clamps.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2024, and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within seven (7) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**STAINLESS STEEL FULL CIRCLE REPAIR**
**CLAMPS - HATTIESBURG WATER DEPARTMENT, ITEM #8**
**SUBMITTED BY 10:00 A.M. June 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

**ITEM #8 - STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT**

| **FULL CIRCLE REPAIR CLAMPS** | **UNIT BID PRICE** |
|---|---|
| 4 X 7 ½ | |
| 4 X 12 ½ | |
| 6 X 7 ½ | |
| 6 X 12 ½ | |
| 8 X 7 ½ | |
| 8 X 12 ½ | |
| 10 X 7 ½ | |
| 10 X 12 ½ | |
| 12 X 7 ½ | |
| 12 X 12 ½ | |
| 14 X 10 | |
| 14 X 15 | |
| 16 X 10 | |
| 16 X 15 | |
| 18 X 10 | |
| 18 X 15 | |
| 20 X 10 | |
| 20 X 15 | |
| TOTAL BID PRICE | |

_____

_____

NAME OF COMPANY

_____

STREET/P.O. ADDRESS

_____

STATE & ZIP CODE

_____

PHONE NUMBER/FAX NUMBER

_____

DATE OF BID

_____

OFFICIAL'S NAME & TITLE

_____

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #17: PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE FOR THE SEWER DIVISION, HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing plastic flexible couplings and connectors in sizes listed on the City of Hattiesburg's bid form provided, which meets or exceeds the following specifications, to-wit:

Couplings and connectors shall be constructed of elastomeric polyvinyl chloride (PVC) with one piece design in concentric and eccentric style couplings, capable of connection to asbestos cement, cast iron, clay, concrete, copper, ductile iron, fibre, plastic, and steel pipe.

4" plastic to 4" plastic
4" plastic to 4" concrete
4" plastic to 4" clay
4" concrete to 4" concrete
6" plastic to 4" plastic
6" plastic to 4" concrete
6" plastic to 4" clay
6" concrete to 4" plastic
6" concrete to 4" clay
6" concrete to 4" concrete
6" plastic to 6" plastic
6" plastic to 6" clay
6" concrete to 6" plastic
8" concrete to 6" clay
8" concrete to 6" plastic
8" concrete to 6" concrete
8" plastic to 6" clay
8" plastic to 6" concrete
8" plastic to 6" plastic
8" plastic to 8" plastic
8" plastic to 8" concrete
8" plastic to 8" clay
10" plastic to 10" plastic
10" plastic to 10" concrete
10" plastic to 10" clay
12" plastic to 12" plastic
12" plastic to 12" concrete
12" plastic to 12" clay
15" plastic to 15" plastic
15" plastic to 15" concrete
15" plastic to 15" clay

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2024 and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within seven (7) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024 in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS -**
**HATTIESBURG WATER/SEWER DEPARTMENT, ITEM #17**
**SUBMITTED BY 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

**ITEM #17 - PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED** OF ELASTOMERIC POLYVINYL CHLORIDE FOR THE SEWER DIVISION, HATTIESBURG WATER DEPARTMENT

| ITEMS | UNIT BID PRICE |
|---|---|
| 4" PLASTIC TO 4" PLASTIC | |
| 4" PLASTIC TO 4" CONCRETE | |
| 4" PLASTIC TO 4" CLAY | |
| 4" CONCRETE TO 4" CONCRETE | |
| 6" PLASTIC TO 4" PLASTIC | |
| 6" PLASTIC TO 4" CONCRETE | |
| 6" PLASTIC TO 4" CLAY | |
| 6" CONCRETE TO 4" PLASTIC | |
| 6" CONCRETE TO 4" CLAY | |
| 6" CONCRETE TO 4" CONCRETE | |
| 6" PLASTIC TO 6" PLASTIC | |
| 6" PLASTIC TO 6" CLAY | |
| 6" CONCRETE TO 6" PLASTIC | |
| 8" CONCRETE TO 6" CLAY | |
| 8" CONCRETE TO 6" PLASTIC | |
| 8" CONCRETE TO 6" CONCRETE | |
| 8" PLASTIC TO 6" CLAY | |
| 8" PLASTIC TO 6" CONCRETE | |
| 8" PLASTIC TO 6" PLASTIC | |
| 8" PLASTIC TO 8" PLASTIC | |
| 8" PLASTIC TO 8" CONCRETE | |
| 8" PLASTIC TO 8" CLAY | |
| 10" PLASTIC TO 10" PLASTIC | |
| 10" PLASTIC TO 10" CONCRETE | |
| 10" PLASTIC TO 10" CLAY | |
| 12" PLASTIC TO 12" PLASTIC | |
| 12" PLASTIC TO 12" CONCRETE | |
| 12" PLASTIC TO 12" CLAY | |
| 15" PLASTIC TO 15" PLASTIC | |
| 15" PLASTIC TO 15" CONCRETE | |
| 15" PLASTIC TO 15" CLAY | |
| TOTAL | |

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #21: CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLING, AND CORPORATION STOP COUPLINGS FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Corporation Stop, 3-Part Union, Straight Coupling, and Corporation Stop Couplings for the Hattiesburg Water Department, which meets or exceeds the following specifications, to-wit:

1. Corporation Stop:

   Inlet - AWWA (or Mueller) Thread
   Outlet - Conductive Compression connection, Type K copper service pipe size, Rubber compression ring with metal retainer insert, or pack joint
   Equal to or better than Mueller 110 compression connection, or Ford pack joint
   Material - Corporation stop body and moving parts to be red brass
   Bidder shall bid on both 3/4" and 1" sizes

2. 3-Part Union:

   Connections - Equal to or better than Mueller 110 compression connection, or Ford pack joint
   Material - Red brass
   Sizes - 3/4" and 1" type K copper size

3. Straight Coupling:

   Inlet - Equal to or better than Mueller 110 compression coupling, or Ford pack joint to fit type K copper size
   Outlet - Iron pipe threads
   Material - Red brass
   Sizes - 3/4" and 1" Male and Female

4. Corporation Stop Couplings:

   Inlet - Inside Mueller threads
   Outlet - Copper
   Equal to or better than Mueller H-15485, 1/8 bend, or Ford pack joint 1/8 bend
   Material - Red brass
   Sizes - 3/4" and 1"

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2024, and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**ITEM #21 CORPORATION STOP, 3-PART UNION, STRAIGHT COUPLING, CORPORATION STOP COUPLINGSHATTIESBURG WATER DEPARTMENT, SUBMITTED BY 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

**ITEM #21 - CORPORATION STOP, 3-PART UNION AND STRAIGHT COUPLING FOR THE HATTIESBURG WATER DEPARTMENT**

| ITEMS | MANUFACTURER/MODEL # | UNIT BID PRICE |
|---|---|---|
| **CORPORATION STOPS** | | |
| 3/4" | | |
| 1" | | |
| | | |
| **3 PART UNIONS** | | |
| 3/4" | | |
| 1" | | |
| | | |
| **STRAIGHT COUPLINGS** | | |
| 3/4" MALE | | |
| 1" MALE | | |
| 3/4" FEMALE | | |
| 1" FEMALE | | |
| | | |
| **CORPORATION STOP COUPLINGS** | | |
| 3/4" | | |
| 1" | | |

| | |
|---|---|
| GRAND TOTAL BID PRICE | |

_____

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #23: LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Leak Repair Clamps, Compression Fittings and Bell Joint Leak Clamps for the Hattiesburg Water Department, which meet or exceed the following specifications, to-wit:

1. All purpose Leak Repair Clamps equal to or exceeds Smith Blair 245 series:
   Material - Band - Stainless Steel
   Lugs - Grey iron, or malleable iron, ductile iron or stainless steel, epoxy coated
   Gaskets - Rubber compound with grid surface
   Bolts and Nuts - Galvanized, electroplated or stainless steel
   Sizes to fit - 3/4" thru 4" steel pipe
   Widths - 3" and 6"

2. Compression Fittings for Steel Water Pipe equal to or exceeds Dressen Style 65L:
   Material - Metal must be galvanized, electrocoated or corrosive resistant
   Sizes to fit - 3/4” thru 2" diameter steel pipe
   Length - 3", 5" and 7"

3. Bell Joint Leak Clamps:
   Slip joint pipe, 4" to 20" run, standard, cast iron pipe bells, with galvanized or electrocated bolts, complete with accessories

The City of Hattiesburg will only accept bids for products manufactured and assembled/packaged in plants located in the United States. Written certification shall be provided upon request of Hattiesburg Water Department Officials.

The City reserves the right to award multiple categories or line items to the lowest and best bidder. All bidders must list the manufacturer and model or part number for each product offered.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2024, and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within five (5) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**LEAK REPAIR CLAMPS, COMPRESSION FITTINGS & BELL JOINT**
**LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT, ITEM #23**
**SUBMITTED BY 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and bids received and to waive informalities.

APPROVED on this, the 7th day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

**ITEM #23 - LEAK REPAIR CLAMPS, COMPRESSION FITTINGS AND BELL JOINT LEAK CLAMPS FOR THE HATTIESBURG WATER DEPARTMENT**

| LEAK REPAIR CLAMPS (ALL PURPOSE) | UNIT BID PRICE |
|---|---|
| 3/4 X 3 | |
| 3/4 X 6 | |
| 1 X 3 | |
| 1 X 6 | |
| 1½ X 3 | |
| 1½ X 6 | |
| 2 X 3 | |
| 2 X 6 | |
| 3 X 3 | |
| 3 X 6 | |
| 4 X 3 | |
| 4 X 6 | |
| TOTAL | |

| COMPRESSION FITTING | UNIT BID PRICE |
|---|---|
| 3/4 X 3 | |
| 3/4 X 5 | |
| 3/4 X 7 | |
| 1 X 3 | |
| 1 X 5 | |
| 1 X 7 | |
| 1½ X 3 | |
| 1½ X 5 | |
| 1½ X 7 | |
| 2 X 3 | |
| 2 X 5 | |

| | |
|---|---|
| 2 X 7 | |
| TOTAL | |

| **BELL JOINT LEAK CLAMPS** | **UNIT BID PRICE** |
|---|---|
| 4" | |
| 6" | |
| 8" | |
| 10" | |
| 12" | |
| 16" | |
| 18" | |
| 20" | |
| TOTAL | |

| | |
|---|---|
| GRAND TOTAL | |

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL'S NAME & TITLE

OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #28: REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT**

Bidder shall bid on furnishing Replacement Parts for Aerators at the North and South Lagoons for the Hattiesburg Water Department, which meet or exceed the following specifications, to-wit:

**15 H.P. Motors:**

1800 RPM
208-230/460 volts 60 Hz
Motor Frame 254 T
Service Factor 1.25
U.S. Motors Catalog number U15P2D or equivalent

**10 H.P. Motors**

1800 RPM
208-330/460 volts 60 Hz
Motor frame 215 T
Service Factor 1.25
U.S. Motors catalog number U10P2D or equivalent

**Belts**

RBX048-2 or equivalent
RBX042-2 or equivalent
RBX040-2 or equivalent

**Sheave and bushings**

2B8.6 SK QD Sheave
2B4.6 SK QD Sheave
1-5/16 inch SK QD Bushing
1-5/8 inch SK QD Bushing

**Gear Boxes**

Sumitomo 215G Gear reducer 14:1 ratio or equivalent with taper grip bushing

**Bolt-on Bulkhead with four bolt hole pattern or equivalent parts included in the assembly are**

2-15/16" x 9" long shaft
3-7/16" plastic bearing
2 15/16" x 3 7/16" Bronze Bushing
3 7/16" Lock Collar

**Pontoons**

22" x 8' Aluminum floats with foam part number WAF2208F or equivalent
25" x 8' Aluminum floats with foam part number WAF2508F or equivalent
27" x 8' Aluminum floats with foam part number WAF2708F or equivalent

The City will accept the lowest and best bid for all replacement parts for the aerator. Replacement parts will be evaluated on conformance with specifications, quality, and reliability of the vendor, and will be awarded on a part by part basis.

It is not our intention to restrict or inhibit any vendor from bidding other manufacturers and/or parts than those listed in these specifications; however, the

parts requested must be compatible with the existing equipment.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2024 and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, **within fourteen (14) working days from issuance of purchase order**, freight prepaid.

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**REPLACEMENT PARTS FOR AERATORS FOR THE HATTIESBURG WATER DEPARTMENT, ITEM #28 SUBMITTED BY 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and bids received and to waive informalities.

APPROVED on this, the 7th day of May, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____
WATER DEPARTMENT

**ITEM #28 - REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS FOR THE HATTIESBURG WATER DEPARTMENT**

| ITEM | MANUFACTURER/MODEL # | UNIT BID PRICE |
|---|---|---|
| 15 H.P. Motors | | |
| 10 H.P. Motors | | |
| RBX048-2 Belt (or equivalent) | | |
| RBX042-2 Belt (or equivalent) | | |
| RBX040-2 Belt (or equivalent) | | |
| 2B8.6 SK QD Sheave | | |
| 2B4.6 SK QD Sheave | | |
| 1-5/16” SK QD Bushing | | |
| 1-5/8” SK QD Bushing | | |
| Sumitomo 215G Gear Reducer<br>14:1 ratio (or equivalent) | | |
| 2-15/16" x 9” long shaft | | |
| 3-7/16” plastic bearing | | |
| 2 15/16” x 3 7/16” Bronze Bushing | | |
| 3 7/16” Lock Collar | | |
| 22” x 8’ Aluminum floats | | |
| 25” x 8’ Aluminum floats | | |
| 27” x 8’ Aluminum floats | | |

| **TOTAL BID PRICE** | |
|---|---|

_____
Name of Company

_____
Street / P.O. Address

_____
City / State / Zip Code

_____
Phone / Fax Numbers

_____
Date of Bid

_____
Official’s Name and Title

_____
Official’s Signature

## 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, June 6, 2024, in the City Clerk's Office in the City Hall of said City for furnishing the City=s requirements of the following supplies for the **Water Department** beginning on July 1, 2024 and ending June 30, 2026, to-wit:

| | |
|---|---|
| **ITEM #6** | **TWO WAY FIRE HYDRANTS** |
| **ITEM #7** | **THREE WAY FIRE HYDRANTS** |
| **ITEM #8** | **STAINLESS STEEL FULL CIRCLE REPAIR CLAMPS** |
| **ITEM #17** | **PLASTIC FLEXIBLE COUPLINGS AND CONNECTORS CONSTRUCTED OF ELASTOMERIC POLYVINYL CHLORIDE** |
| **ITEM #21** | **CORPORATION STOP, 3 PART UNION, STRAIGHT COUPLING, AND CORPORATION STOP COUPLINGS** |
| **ITEM #23** | **LEAK REPAIR CLAMPS, COMPRESSION FITTINGS, AND BELL JOINT LEAK CLAMPS** |
| **ITEM #28** | **REPLACEMENT PARTS FOR AERATORS AT THE LAGOONS** |

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 ABID@ 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 7th day of May, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

_____

CITY CLERK

(S E A L)

# Memorandum

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

**From:** **Kermas Eaton, City Clerk**

**cc:** **Ronnie Perkins, Director of Public Works**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve Specifications and Authorize publication of an advertisement for various term bid items for the City of Hattiesburg Public Works Department.**
**File Number: 2024-145**
**Minute Book #**

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**Summary**
Various term bids for the public works department.

**Recommendation Statement**
I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

**SPECIFICATIONS FOR ITEM #8: FURNISH TOWING SERVICES FOR CITY-OWNED VEHICLES**

Bidder shall bid on furnishing towing services for city-owned vehicles which meet or exceed the following specifications, to-wit:

1. The successful bidder will provide services on a twenty-four (24) hour, seven (7) days a week basis. Response to all calls shall be made in a reasonable time frame not to exceed one (1) hour from request for service.

2. Provided services shall include lifting, pulling and/or winching vehicles from any point required by the City of Hattiesburg and towed to destination designated by the City. No additional charges such as dolly fees or winching fees, will be allowed.

3. The successful bidder must perform towing services for all calls and must own towing equipment capable of lifting and towing vehicles up to 80,000 pounds.

4. Successful vendor must meet all State and City licenses, permits or ordinances and insurance requirements.

5. Unit bid prices offered for each unit shall cover services provided within the corporate limits of the City of Hattiesburg. Services performed outside the corporate city limits shall be based upon mileage traveled from city limits to pick-up point.

6. All bids shall be submitted using the following format:

| UNIT DESCRIPTION | BASE IN-TOWN BID PRICE | OUT-OF-TOWN PER-MILE COST |
|---|---|---|
| Motorcycles | | |
| Cars | | |
| Vans | | |
| Mass Transit Buses | | |
| Light Trucks | | |
| Medium Truck to 20,000 lbs | | |
| Heavy Trucks to 80,000 lbs | | |
| Cost of additional wrecker unit(s) when required | | |
| | | |

| | | |
|---|---|---|
| Small Wrecker | | |
| Large Wrecker | | |

_____

NAME OF COMPANY

_____

STREET/P.O. ADDRESS

_____

STATE & ZIP CODE

_____

PHONE NUMBER & FAX NUMBER

_____

DATE OF BID

_____

OFFICIAL'S NAME & TITLE

_____

OFFICIAL'S SIGNATURE

PRICES shall be FIRM for a period beginning on July 1, 2024, and ending July 30, 2026, services to be furnished as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**TOWING SERVICES FOR THE CITY-OWNED VEHICLES, ITEM #8**
**SUBMITTED BY 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

SPECIFICATIONS FOR ITEM #11: VEHICLE LOOP SEALANT FOR THE TRAFFIC MAINTENANCE DIVISION/PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing Vehicle Loop Sealant for the Traffic Maintenance Division/Public Services Department, which meets or exceeds the following specifications, to-wit:

SPECIFICATIONS:

Material shall be a polyurethane system conforming to the requirements herein. The system shall be manufactured specifically, for this use and shall be used in accordance with the manufacturer's instructions. The system shall be dielectric, have no detrimental effect on cable insulation, and bond to either Portland cement or bituminous concrete paving with minimal shrinkage. The material shall, when cured, retain flexible characteristics and accommodate movement associated with Portland cement and bituminous concrete pavements. The material shall not track in hot weather and be suitable for applying when the surface temperature is between 50°F and 130°F.

The material shall be resistant to the effects of weather, vehicular abrasion, motor oils, gasoline, antifreeze solution, brake fluid, and deicing chemicals normally encountered.

Polyurethane System - The polyurethane sealant shall be a one-part elastomeric compound requiring no mixing or application of heat prior to or during installation. The sealant shall meet the following additional requirements:

| PROPERTY | REQUIREMENT | TEST PROCEDURE |
|---|---|---|
| Hardness, Shore A | 85 Maximum | ASTM D-2240 |
| Tensile Strength | 500 Minimum | ASTM D-412 |
| Elongation, % | 250 Minimum | ASTM D-412 |

| | | |
|---|---|---|
| Adhesion in Peel, lbs/in | 10 Minimum | ASTM D-903 |
| Track-Free Time (Polyethylene Film), hrs | 24 Maximum | N/A |
| Shelf Life, months | 6 Minimum | N/A |

Estimated quantity to be used in time period referenced: 75 - 100 cases.

Bidder shall bid on sealant in one (1) liter ply pack tubes. Bidder shall submit price per case basis and list number of tubes per case.

Bidder shall supply property data of product offered in bid proposal.

PRICES shall be FIRM for a period beginning on July 1, 2024, and ending June 31, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**

**VEHICLE LOOP SEALANT -**

**PUBLIC SERVICES DEPARTMENT, ITEM #11**

**SUBMITTED BY 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7TH day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

SPECIFICATIONS FOR ITEM #12: FURNISH AND INSTALL VARIOUS CHAIN LINK & VINYL COATED FENCING FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on furnishing and installing various chain link & vinyl coated fencing for the Public Services Department, which meets or exceeds the following specifications, to-wit:

INSTALLATION .....Bidder shall bid cost of installing the items listed on bid form on a per linear foot basis

FABRIC .....#6 Gauge wire woven in 2" mesh, with barbed selvages top and bottom - galvanized to current U.S. standards. Quote per linear foot on sizes listed on bid form.

TOP RAILS .....Sizes listed on bid form

SCHEDULE 40 PIPE .....1-5/8 X 21 per 100 feet

TENSION BARS .....Sizes listed on bid form
(light)

TENSION BARS .....Sizes listed on bid form
(galvanized)

HARDWARE ITEMS .....Sizes and items listed on bid form

TUBING CUT POSTS .....Sizes listed on bid form

SCHEDULE 40 CUT POSTS .....Sizes listed on bid form

RAIL END CUPS .....Sizes and items listed on bid form

LINE POST TOPS .....Aluminum sizes listed on bid form
Steel sizes listed on bid form

HINGES .....Sizes listed on bid form

TIE WIRE .....Sizes and items listed on bid form

POST CAPS.....Steel sizes listed on bid form

(corner posts) .....Aluminum sizes listed on bid form

TENSION WIRE .....#7 Gauge Spring Coil per linear foot

TENSION WIRE .....#11 Gauge Twist Tension Wire per linear foot

BARBWIRE .....122 Gauge 4 point steel per linear foot

WALK GATES.....Sizes listed on bid form

(with all hardware)

WALK GATES.....Schedule 40 Pipe with welded corners and #9 (with all hardware)

gauge wire. Sizes listed on bid form

DOUBLE DRIVE GATES.....Sizes listed on bid form

(with all hardware)

DOUBLE DRIVE GATES.....With Commercial Drop Rod Assembly

(with all hardware) Size listed on bid form

DOUBLE DRIVE GATES.....Schedule 40 Pipe with welded corners and #9 (with all hardware) gauge wire. Sizes listed on bid form

ROLL-A-WAY GATES.....Schedule 40 Pipe with welded corners and #9 (with all hardware) gauge wire. Sizes listed on bid form

STEEL BRACE BANDS.....Sizes listed on bid form

BARBWIRE ARMS .....Sizes listed on bid form
(45 or 90 Degree)

SLEEVES .....Sizes listed on bid form

All work shall be coordinated with and meet the final approval of the City of Hattiesburg, Construction/Maintenance Division. Contractor shall notify the City of Hattiesburg, Construction/Maintenance Division before beginning all projects assigned and upon completion of each project. All work must be completed within the time specified on the Purchase Order.

Pursuant to Section 31-5-51 of the Mississippi Code (Amended) which requires certain vendors have liability insurance, the successful bidder shall furnish to the City of Hattiesburg, before entering into any such contract, proof of general liability insurance coverage in the amount not less than one million dollars ($1,000,000.00) for bodily injury and property damage.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PRICES shall be FIRM for a period beginning on July 1, 2024, and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**CHAIN LINK & VINYL COATED FENCING -**
**PUBLIC SERVICES DEPARTMENT, ITEM #12**
**SUBMITTED BY 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7TH day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

ITEM #12 - FURNISH AND INSTALL VARIOUS CHAIN LINK & VINYL COATED FENCING FOR THE PUBLIC SERVICES DEPARTMENT

| FENCE INSTALLATION (LABOR) | CHAIN LINK FENCE | VINYL COATED FENCE |
|---|---|---|
| | PER FOOT | PER FOOT |
| 4' CHAIN LINK | | |
| 5' CHAIN LINK | | |
| 6' CHAIN LINK | | |
| 8' CHAIN LINK | | |
| 10' CHAIN LINK | | |
| 12' CHAIN LINK | | |
| BARBWIRE-ABOVE 4' FENCE | | |
| BARBWIRE-ABOVE 5' FENCE | | |
| BARBWIRE-ABOVE 6' FENCE | | |
| TOTAL | | |

| FABRIC | PER 100' | PER 100' |
|---|---|---|
| 2 X 9 X 48 | | |
| 2 X 9 X 60 | | |
| 2 X 9 X 72 | | |
| 2 X 9 X 96 (TENNIS COURT WIRE 9 GAUGE) | | |
| 2 X 11 X 120 (TENNIS COURT WIRE 9 GAUGE) | | |
| 2 X 12 X 48 (9 GAUGE) | | |
| 2 X 12 X 60 (9 GAUGE) | | |
| 2 X 12 X 72 (9 GAUGE) | | |
| TOTAL | | |

| TOP RAILS | EACH | EACH |
|---|---|---|
| 1-5/8 X .047 X 21 | | |
| 1-5/8 X .047 X 22 | | |
| 1-5/8 X .047 X 24 | | |
| 1-5/8 X .035 X 21 | | |
| TOTAL | | |

| SCHEDULE 40 PIPE | PER 100' | PER 100' |
|---|---|---|
| 1-5/8 X 21 | | |

| TENSION BARS (LIGHT) | EACH | EACH |
|---|---|---|
| 3/16 X 3/4 X 96 | | |
| 3/16 X 3/4 X 119 | | |
| 3/16 X 3/4 X 143 | | |
| 3/16 X 5/8 X 47 | | |
| 3/16 X 5/8 X 59 | | |
| 3/16 X 5/8 X 71 | | |
| TOTAL | | |

| TENSION BANDS (GALVANIZED) | CHAIN LINK FENCE | VINYL COATED FENCE |
|---|---|---|
| | EACH | EACH |
| 1-3/8 X 3/4 | | |
| 1-5/8 X 3/4 | | |
| 2 X 3/4 | | |
| 2-3/8 X 3/4 | | |
| 3 X 3/4 | | |
| 4 X 7/8 | | |
| 6-5/8 X 7/8 | | |
| 8-5/8 X 7/8 | | |
| TOTAL | | |

| HARDWARE ITEMS | EACH | EACH |
|---|---|---|
| 1/4 X 3/4 CARRIAGE BOLTS | | |
| 5/16 X 1-1/4 CARRIAGE BOLTS | | |
| 5/16 X 2 CARRIAGE BOLTS | | |
| 5/16 X 2-1/2 CARRIAGE BOLTS | | |
| 5/16 X 3 CARRIAGE BOLTS | | |
| 5/16 X 4-1/2 CARRIAGE BOLTS | | |
| 3/8 X 1-1/4 CARRIAGE BOLTS | | |
| 3/8 X 1-1/2 CARRIAGE BOLTS | | |
| 3/8 X 2 CARRIAGE BOLTS | | |

| | | |
|---|---|---|
| 3/8 X 2-1/4 CARRIAGE BOLTS | | |
| 3/8 X 2-1/2 CARRIAGE BOLTS | | |
| 3/8 X 3 CARRIAGE BOLTS | | |
| 3/8 X 3-1/2 CARRIAGE BOLTS | | |
| 1/4 X 2 MACHINE BOLTS | | |
| 5/8 X 4-1/2 WOOD LAG (MALE) | | |
| 5/8 X 4-1/2 J. BOLT MALE HINGE | | |
| 5/8 X 8 J. BOLT MALE HINGE | | |
| 5/8 X 12 J. BOLT MALE HINGE | | |
| TOTAL | | |

| TUBING CUT POSTS | CHAIN LINK FENCE | VINYL COATED FENCE |
|---|---|---|
| | EACH | EACH |
| 1-5/8" X 5'6" X .042 | | |
| 1-5/8" X 6'6" X .042 | | |
| 1-5/8" X 5'6" X .047 | | |
| 1-5/8" X 6'6" X .047 | | |
| 1-5/8" X 7'0" X .047 | | |
| 1-5/8" X 7'6" X .047 | | |
| 1-5/8" X 8'0" X .047 | | |
| 1-5/8" X 5'6" X .055 | | |
| 1-5/8" X 6'6" X .055 | | |
| 1-5/8" X 7'0" X .055 | | |

| TUBING CUT POSTS (CONT=D) | CHAIN LINK FENCE | VINYL COATED FENCE |
|---|---|---|
| | EACH | EACH |
| 1-5/8" X 7'4" X .055 | | |
| 1-5/8" X 8'0" X .055 | | |
| 1-5/8" X 5'6" X .065 | | |
| 1-5/8" X 7'0" X .065 | | |
| 1-5/8" X 8'0" X .065 | | |
| 2" X 7'0" X .055 | | |
| 2" X 8'0" X .055 | | |
| 2" X 7'0" X .065 | | |
| 2" X 8'0" X .065 | | |

| | | |
|---|---|---|
| 2-3/8" X 5'6" X .047 | | |
| 2-3/8" X 6'6" X .047 | | |
| 2-3/8" X 7'6" X .047 | | |
| 2-3/8" X 5'6" X .055 | | |
| 2-3/8" X 6'6" X .055 | | |
| 2-3/8" X 7'0" X .055 | | |
| 2-3/8" X 7'4" X .055 | | |
| 2-3/8" X 8'0" X .055 | | |
| TOTAL | | |

| SCHEDULE 40 CUT POSTS | CHAIN LINK FENCE | VINYL COATED FENCE |
|---|---|---|
| | EACH | EACH |
| 2" X 6' | | |
| 2" X 8' | | |
| 2" X 8'8" | | |
| 2" X 9' | | |
| 2" X 10' | | |
| 2" X 10'6" | | |
| 2" X 12' | | |
| 2-1/2" X 6' | | |
| 2-1/2" X 8' | | |
| 2-1/2" X 8'8" | | |
| 2-1/2" X 9' | | |
| 2-1/2" X 10' | | |
| 2-1/2" X 10'6" | | |
| 2-1/2" X 12' | | |
| 2-1/2" X 14' | | |
| 2-1/2" X 16' | | |
| 2-1/2" X 18' | | |
| 2-1/2" X 21' | | |
| 3" X 6' | | |
| 3" X 8' | | |
| 3" X 8'8" | | |

| SCHEDULE 40 CUT POSTS (CONT=D) | CHAIN LINK FENCE | VINYL COATED FENCE |
|---|---|---|
| | EACH | EACH |
| 3" X 9' | | |
| 3" X 10' | | |
| 3" X 10'6" | | |
| 3" X 12' | | |
| 3" X 14' | | |
| 3" X 16' | | |
| 3" X 18' | | |
| 3" X 21' | | |
| 4" X 6' | | |
| 4" X 8' | | |
| 4" X 8'8" | | |
| 4" X 9' | | |
| 4" X 10' | | |
| 4" X 10'6" | | |
| 4" X 12' | | |
| 4" X 14' | | |
| 4" X 16' | | |
| 4" X 18' | | |
| 4" X 21' | | |
| TOTAL | | |

| RAIL END CUPS | EACH | EACH |
|---|---|---|
| 1-5/8" ALUMINUM | | |
| 1-5/8" STEEL COMBO | | |
| 1-5/8" TWO HOLE BRACE | | |
| TOTAL | | |

| LINE POST TOPS-ALUMINUM | EACH | EACH |
|---|---|---|
| 1-5/8" X 1-5/8" | | |
| 2" X 1-5/8" | | |
| 2-1/2" X 1-5/8" | | |
| 3" X 1-5/8" | | |
| TOTAL | | |

| LINE POST TOPS-STEEL | EACH | EACH |
|---|---|---|
| 1-5/8" X 1-5/8" | | |
| 2" X 1-5/8" | | |
| 2-1/2" X 1-5/8" | | |
| 3" X 1-5/8" | | |
| TOTAL | | |

| HINGES | CHAIN LINK FENCE | VINYL COATED FENCE |
|---|---|---|
| | EACH | EACH |
| 2-1/2" X 1-5/8" 90 DEGREE GATE HINGE | | |
| 6-5/8" X 1-5/8" OR 2" 90 DEGREE GATE HINGE | | |
| 3 X 1-5/8" 90 DEGREE | | |
| 3 X 2" 90 DEGREE | | |
| 4 X 1-5/8" 90 DEGREE | | |
| 4 X 2" 90 DEGREE | | |
| TOTAL | | |

| TIE WIRE | PER 100' | PER 100' |
|---|---|---|
| NUMBER 33-11 GAUGE ALUMINUM | | |
| NUMBER 13-9 GAUGE ALUMINUM | | |
| NUMBER 16-9 GAUGE ALUMINUM | | |
| NUMBER 26-9 GAUGE ALUMINUM | | |
| 6-1/2" 12 GAUGE STEEL | PER CASE | PER CASE |
| 8-1/4" 12 GAUGE STEEL | PER CASE | PER CASE |
| TOTAL | | |

| POST CAPS-CORNER POSTS (STEEL) | EACH | EACH |
|---|---|---|
| 2-1/2" | | |
| 3" | | |
| 4" | | |
| 6-5/8" | | |
| TOTAL | | |

| POST CAPS-CORNER POSTS (ALUMINUM) | EACH | EACH |
|---|---|---|
| 2-1/2" | | |
| 3" | | |
| 4" | | |
| 6-5/8" | | |
| TOTAL | | |

| TENSION WIRE | LINEAR FOOT | LINEAR FOOT |
|---|---|---|
| #7 GAUGE SPRING COIL | | |
| #11 GAUGE TWIST TENSION WIRE | | |
| TOTAL | | |

| BARBWIRE | LINEAR FOOT | LINEAR FOOT |
|---|---|---|
| 12-1/2 GAUGE 4 POINT STEEL | | |

| WALK GATES WITH ALL HARDWARE | CHAIN LINK FENCE | VINYL COATED |
|---|---|---|
| | EACH | EACH |
| 42 X 48 | | |
| 42 X 60 | | |
| 48 X 72 | | |
| TOTAL | | |

| WALK GATES WITH ALL HARDWARE - SCHEDULE 40 PIPE WITH WELDED CORNERS AND #9 GAUGE WIRE | EACH | EACH |
|---|---|---|
| 48 X 48 | | |
| 60 X 48 | | |
| 72 X 48 | | |
| 96 X 48 | | |
| 120 X 48 | | |
| 120 X 60 SINGLE GATE | | |
| TOTAL | | |

| DOUBLE DRIVE GATES WITH ALL HARDWARE | EACH | EACH |
|---|---|---|
| 12 X 48 | | |

| | | |
|---|---|---|
| 12 X 60 | | |
| 12 X 72 | | |
| TOTAL | | |

| DOUBLE DRIVE GATES WITH ALL HARDWARE AND COMMERCIAL DROP ROD ASSEMBLY | EACH | EACH |
|---|---|---|
| 120 X 72 | | |

| DOUBLE DRIVE GATES WITH ALL HARDWARE - SCHEDULE 40 PIPE WITH WELDED CORNERS AND #9 GAUGE WIRE | EACH | EACH |
|---|---|---|
| 120 X 48 | | |
| 120 X 60 | | |
| 120 X 72 | | |
| 144 X 48 | | |
| 144 X 60 | | |
| 144 X 72 | | |
| TOTAL | | |

| ROLL-A-WAY GATES WITH ALL HARDWARE - SCHEDULE 40 PIPE WITH WELDED CORNERS AND #9 GAUGE WIRE | EACH | EACH |
|---|---|---|
| 16' X 6' | | |
| 16' X 8' | | |
| TOTAL | | |

| STEEL BRACE BANDS | CHAIN LINK FENCE | VINYL COATED FENCE |
|---|---|---|
| | EACH | EACH |
| 1-3/8" X 3/4" | | |
| 1-5/8" X 3/4" | | |
| 2" X 3/4" | | |
| 2-3/8" X 3/4" | | |
| 3" X 3/4" | | |
| 4" X 7/8" | | |
| 6-5/8" X 7/8" | | |
| 8-5/8" X 7/8" | | |
| TOTAL | | |

| BARBWIRE ARMS - 45 OR 90 DEGREE | EACH | EACH |
|---|---|---|
| 1-5/8" X 1-5/8" | | |
| 2" X 1-5/8" | | |
| 2-1/2" X 1-5/8" | | |
| TOTAL | | |

| SLEEVES | EACH | EACH |
|---|---|---|
| 1-3/8" X 6" | | |
| 1-5/8" X 6" | | |
| TOTAL | | |

| | | |
|---|---|---|
| GRAND TOTAL BID PRICE | | |

_____
NAME OF COMPANY

_____
STREET/P. O. ADDRESS

_____
CITY/STATE & ZIP CODE

_____
PHONE NUMBER & FAX NUMBER

_____
DATE OF BID

_____
OFFICIAL'S NAME & TITLE

_____
OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #20: READY MIX CONCRETE FOR THE PUBLIC SERVICES DEPARTMENT

Bidder shall bid on Ready Mix Concrete meeting the requirements of Section 800 of the Mississippi Highway Department Specifications of 1990 or latest revisions.

Class AA@ concrete 2.00 cement factor-compressive strength in 28 days of 4500 PSI

Class AA@ concrete 1.75 cement factor-compressive strength in 28 days of 4000 PSI

Class AA@ concrete 1.65 cement factor-compressive strength in 28 days of 3500 PSI

Class AB@ concrete 1.50 cement factor-compressive strength in 28 days of 3000 PSI

Class AB@ concrete 1.50 cement factor-compressive strength in 28 days of 3500 PSI, with pea gravel for washed aggregate use

Class AC@ concrete 1.25 cement factor-compressive strength in 28 days of 2500 PSI

Class AD@ concrete 1.00 cement factor-compressive strength in 28 days of 2000 PSI

Six bag pea gravel grout mix

Fiber mesh added to mix per cubic yard

BIDDER shall quote additional cost per yard for 2% calcium chloride

for all classes of concrete contained herein.

Ready mix concrete furnished not to exceed 20% per yard fly ash-Class AC@.

BIDDER shall quote prices per Cubic Yard.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning on July 1, 2024, and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, to job site.

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

**BID**
**READY MIX CONCRETE -**
**PUBLIC SERVICES DEPARTMENT, ITEM #20**
**SUBMITTED BY 10:00 A.M. June 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

ITEM #20 - READY MIX CONCRETE FOR THE PUBLIC SERVICES DEPARTMENT

| ITEMS | PRICE PER CUBIC YARD |
|---|---|
| CLASS AA@ - 4500 PSI (2.00 CEMENT FACTOR) | |
| CLASS AA@ - 4000 PSI (1.75 CEMENT FACTOR) | |
| CLASS AA@ - 3500 PSI (1.65 CEMENT FACTOR) | |
| CLASS AB@ - 3000 PSI (1.50 CEMENT FACTOR) | |
| CLASS AB@ - 3500 PSI W/ PEA GRAVEL (1.50 CEMENT FACTOR) | |
| CLASS AC@ - 2500 PSI (1.25 CEMENT FACTOR) | |
| CLASS AD@ - 2000 PSI (1.00 CEMENT FACTOR) | |
| SIX BAG PEA GRAVEL GROUT MIX | |
| FIBER MESH ADDED TO MIX | |
| 2% CALCIUM CHLORIDE ADDED | |
| TOTAL | |

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE & ZIP CODE

_____
PHONE NUMBER & FAX NUMBER

_____
DATE OF BID

_____
OFFICIAL'S NAME & TITLE

_____
OFFICIAL'S SIGNATURE

**SPECIFICATIONS FOR ITEM #24: ROCK FOR RIPRAP FOR THE PUBLIC SERVICES DEPARTMENT**

Bidder shall bid on furnishing Rock for Riprap for the Public Services Department, which meets or exceeds the following specifications to-wit:

SCOPE

This specification covers the quality of rock to be used in the construction of rock riprap.

QUALITY

Individual rock fragments shall be dense, sound and free from cracks, seams and other defects conducive to accelerated weathering. The rock fragments shall be angular to sub rounded in shape. The least dimension of an individual rock fragment shall be not less than one-third the greatest dimension of the fragment.

Except as provided below, the rock shall have the following properties:

a. Bulk specific gravity (saturated surface-dry basis) not less than 2.5.

b. Absorption not more than 2 percent.

c. Soundness: Weight loss in 5 cycles not more than 10 percent when sodium sulfate is used or 15 percent when magnesium sulfate is used.

The bulk specific gravity and absorption shall be determined by ASTM Method C 127. The test for soundness shall be performed by ASTM Method C 88 for coarse aggregate modified as follows:

The test sample shall not be separated into fractions. It shall consist of 5000 +/- 300 grams of rock fragments, reasonably uniform in size and shape and weighing approximately 100 grams each, obtained by breaking the rock and selecting fragments of the required size.

After the sample has been dried, following completion of the final test cycle and washing to remove the sodium sulfate or magnesium sulfate, the loss of weight shall be determined by subtracting from the original weight of the sample the final weight of all fragments which have not broken into three or more pieces.

The report shall show the percentage loss of weight and the results of the qualitative examination.

Rock that fails to meet the requirements stated in a, b, and c above, may be accepted only if similar rock from the same source has been demonstrated to be sound after five (5) years or more of service under conditions of weather, wetting and drying, and erosive forces similar to those anticipated for the rock to be installed under this specification.

GRADATION FOR RIPRAP

| STONES, WEIGHT, LBS. | CUMULATIVE PERCENT LIGHTER BY WEIGHT |
|---|---|
| 200 | 100 |
| 80 | 50 - 100 |
| 40 | 15 - 50 |
| 10 | 0 - 15 |

| STONES, WEIGHT, LBS. | CUMULATIVE PERCENT LIGHTER BY WEIGHT |
|---|---|
| 140 | 100 |
| 60 | 50 - 100 |
| 30 | 15 - 50 |
| 10 | 0 - 15 |

NOTE: Spalls and rock dust that will pass a 3" sieve shall consist of more than 5% by weight.

| **CRUSHED LIMESTONE** | | | |
|---|---|---|---|
| CODE | DESCRIPTION | CODE | DESCRIPTION |
| 300 | ASTM #3 | 610 | 610 MS A-BASE |
| 400 | AHD 4/AREA | 670 | #67 |
| 500 | ASTM #5 | 882 | AHD CSB TY, A/COE #3 |
| 560 | 56 LIMESTONE | 700 | ASTM #7 |
| 570 | 67 CONCRETE | 821 | 1/4" MOD |
| | | | |

| | | | |
|---|---|---|---|
| 599 | 12@ TOWER, #1 CRUSHER RUN | 890 | ASTM #89 |

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, Public Services Barn, 1202 James Street. All deliveries shall be within thirty (30) days from receipt of Purchase Order. Successful bidder shall be responsible for site delivery including unloading of rail car.

PRICES shall be FIRM for a period beginning on July 1, 2024, and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City=s requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

**BID**

**ROCK FOR RIPRAP -**

**PUBLIC SERVICES DEPARTMENT, ITEM #24**

**SUBMITTED BY 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7TH day of May A. D., 2024.

CITY OF HATTIESBURG, MISSISSIPPI

BY:_____

CITY CLERK

SPECIFICATIONS APPROVED BY:

_____

PUBLIC SERVICES DEPARTMENT

ITEM #24: ROCK FOR RIPRAP FOR THE PUBLIC SERVICES DEPARTMENT

| CODE | DESCRIPTION | PER TON |
|---|---|---|
| RIPRAP | 100 LB, 200 LB, & 300 LB | |
| 300 | ASTM #3 | |
| 400 | AHD 4/AREA | |
| 500 | ASTM #5 | |
| 560 | 56 LIMESTONE | |
| 570 | 67 CONCRETE | |
| 599 | 12@ TOWER, #1 CRUSHER RUN | |
| 610 | 610 MS A-BASE | |
| 670 | #67 | |
| 882 | AHD CSB TY, A/COE #3 | |
| 700 | ASTM #7 | |
| 821 | 1/4" MOD | |
| 890 | ASTM #89 | |
| | TOTAL BID PRICE | |

_____
NAME OF COMPANY

_____
STREET/P.O. ADDRESS

_____
CITY/STATE & ZIP CODE

_____
PHONE NUMBER & FAX NUMBER

_____
DATE OF BID

_____
OFFICIAL'S NAME & TITLE

_____

OFFICIAL'S SIGNATURE

SPECIFICATIONS FOR ITEM #33: CRUSHED CONCRETE FOR THE CITY OF HATTIESBURG

Bidder shall bid on furnishing Crushed Concrete for the City of Hattiesburg.

**IMPORTANT: All bids shall be submitted utilizing the enclosed bid form furnished by the City of Hattiesburg. To ensure continuity of all bids received, vendors shall bid only on specified item(s) in units(s) of measure listed. Failure to comply will automatically disqualify bid from consideration by the City.**

PRICES shall be FIRM for a period beginning July 1, 2024, and ending June 30, 2026, items to be purchased as required.

**The City of Hattiesburg and/or the vendor has the option to terminate the contract after a period of one year.**

DELIVERY: F.O.B. Hattiesburg, Mississippi, as indicated on Purchase Order, freight prepaid.

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, June 6, 2024, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner

**EXACTLY** as follows:

**BID**
**CRUSHED CONCRETE -**
**CITY OF HATTIESBURG, ITEM #33**
**SUBMITTED BY THURSDAY, 10:00 A.M. JUNE 6, 2024**

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7TH day of May, 2024.

CITY OF HATTIESBURG

BY:_____
CITY CLERK

SPECIFICATIONS APPROVED BY:

ITEM #33 - CRUSHED CONCRETE FOR THE CITY OF HATTIESBURG

| ITEM | PRICE PER TON |
|---|---|
| Crushed Concrete | |

NAME OF COMPANY

STREET/P.O. ADDRESS

CITY/STATE & ZIP CODE

PHONE NUMBER & FAX NUMBER

DATE OF BID

OFFICIAL=S NAME & TITLE

OFFICIAL=S SIGNATURE

# 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, June 6, 2024, in the City Clerk's Office in the City Hall of said City for furnishing the City=s requirements of the following supplies for the **Public Services** beginning on July 1, 2024 and ending June 30, 2026, to-wit:

| | |
|---|---|
| **ITEM #8** | **FURNISH TOWING SERVICES FOR CITY-OWNED VEHICLES** |
| **ITEM #11** | **VEHICLE LOOP SEALANT** |
| **ITEM #12** | **FURNISH AND INSTALL VARIOUS CHAIN LINK & VINYL COATED FENCING** |
| **ITEM #20** | **READY MIX CONCRETE** |
| **ITEM #24** | **ROCK FOR RIPRAP** |
| **ITEM #33** | **LEAK REPAIR CLAMPS, COMPRESSION FITTINGS, AND BELL JOINT LEAK CLAMPS** |

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 ABID@ 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 7th day of May, 2024.

CITY OF HATTIESBURG, MISSISSIPPI

_____

CITY CLERK

(S E A L)

# Memorandum

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

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

**cc:** **Kermas Eaton, City Clerk**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve and authorize publication of Notice of Public Hearing regarding the City of Hattiesburg's 2023 Consolidated Annual Performance and Evaluation Review Report (CAPER) and 2024 Annual Action Plan.**
**File Number: 2024-146**
**Minute Book #**

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**Summary**

**Recommendation Statement**
I recommend approval of this item

Please place this on the May 7, 2024 City Council meeting for consideration.

**COMBINED NOTICE**

NOTICE OF PUBLIC HEARING AND COMMENT PERIOD FOR FISCAL YEAR 2023 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REVIEW REPORT (CAPER)
AND PUBLIC HEARING FOR THE PROPOSED 2024 ACTION PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG & HOME)

In accordance with the requirements of the U. S. Department of Housing and Urban Development's (HUD) Consolidated Plan regulations 24 CFR Part 91, the City of Hattiesburg (hereinafter referred to as "the City") is providing notice of availability of its Fiscal Year 2023 Consolidated Annual Performance and Evaluation Report (CAPER) and 2024 Annual Action Plan.

**2023 Consolidated Annual Performance and Evaluation Review Report (CAPER)**

The CAPER covers activities funded by HUD's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) programs during the Fiscal Year 2023 (January 1, 2023 – December 31, 2023). The CAPER is due within 90 days of the close of the program year, which ended March 31, 2024. This report is composed of an executive summary, a series of general questions relating to overall program performance; narrative statements which provide the status of actions taken during the year to implement the City's overall strategy; and a self-evaluation which evaluates progress made during the past year addressing identified priority needs and objectives. Public comments will be taken between May 31, 2024 – June 16, 2024, ending at 5:00 p.m. Written comments may be mailed or delivered to the Community Development Division in City Hall, 200 Forrest Street and/or emailed to cdbg@hattiesburgms.com

**2024 Annual Action Plan**

Based on the Community Development Formula Program Allocations for FY 2023, the City is expected to receive $895,273 from the U.S. Department of Housing and Urban Development (HUD) in federal grants for Program Year 2024: Community Development Block Grant (CDBG) Program ($348,543) and HOME Investment Partnerships (HOME) Program ($348,543). Funding will be prioritized for the benefit of primarily the low to moderate income population within the City of Hattiesburg, each project will produce outcomes that provide an impact to the community's needs as outlines in the 2023 – 2027 Five Year Consolidated Plan.

**A Public Hearing is scheduled for 6:00 PM Thursday, May 30, 2024 at the Danny Hinton Community Center located at 225 Tatum Road** to solicit citizen comment and participation related to the 2023 CAPER and 2024 Action Plan.

This hearing has a two-fold purpose:

1. To conduct a hearing for CAPER 2023 and,
2. To seek public input on the affordable housing and economic development needs of the jurisdiction for the upcoming Action plan for the FY 2024.

A second Public Hearing will be held July 9, 2024, at the Train Depot Community Room, 308 Newman Street, to review the 2024 draft Annual Action Plan. A draft One-Year Action Plan will be available for review beginning July 9, 2024 at www.hattiesburgms.com/community-development and at the following location:

City Hall
200 Forrest Street
City Clerk's Office
Hattiesburg, MS 39401

The public comment period for the 2024 Annual Action Plan begins July 9, 2024 with written comments accepted until 5:00 pm on August 8, 2024. Comments by interested citizens and organizations can be made via mail to City of Hattiesburg Community Development Division, P. O. Box 1898, Hattiesburg, MS 39403 or via email to cdbg@hattiesburgms.com.

If you have any questions regarding this information, please contact the Department at (601) 554-1006. If English is not your first language and you need an interpreter, or you need to have documents translated from English to your native language, please contact our office. Anyone requiring special accommodation in considering these proposals, providing related comments, or in attending the public hearing are encouraged to contact the Department of Urban Development at (601) 554-1006 in sufficient advance of meetings to make arrangements.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(SEAL)

Toby Barker, Mayor

PUBLISH in the Legal Section: Thursday, May 9, 2023

# Memorandum

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

**From:** **Betsy Mercier, Director of Parks and Recreation**

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve the sale of grave spaces per attached Memo's, Receipts and Deeds.**
**File Number: 2024-136**
**Minute Book #**

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**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 May 7, 2024 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Margaret Horne

(1) Space $ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 83, Section 39, Highland Cemetery

James Wigley

(1) Space $ 175.00

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

Lot 87, Section 38, Highland Cemetery

Ida M. Washington

(1) Space $ 150.00

East Half (E ½) of the Southwest Quarter (SW ¼)

Lot 148, Section 1, South Hill Cemetery

Alice McNeil

(1) Space $ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 68, Section 39, Highland Cemetery

Avon Harris-Donaldson

(1) Space $ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 117, Section 38, Highland Cemetery

Joyce Rayborn

(1) Space $ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 14, Section 37, Highland Cemetery

Billy Ray Keys

(1) Space $ 150.00

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

Lot 32, Section 1, South Hill Cemetery

Lucenda Thomas

(1) Space $ 175.00

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

Lot 39, Section 34, Highland Cemetery

## CITY OF HATTIESBURG
### PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/23/ 2024

SOLD TO:

Mr. Mrs. Miss Avon Harris-Donaldson

ADDRESS 1404 Morris Circle, Hattiesburg, MS 39401

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

S ½ NW ¼ Lot No. 117 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00
Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

## CITY OF HATTIESBURG
### PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-16- 2024

SOLD TO:

Mr. Mrs. Miss Alice McNeil

ADDRESS 3012 Magnolia Place Hattiesburg, MS 39402

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

N ½ SW ¼ Lot No. 168 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
Supt. of City Cemeteries

## CITY OF HATTIESBURG
### PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/25/ 2024

SOLD TO:

Mr. Mrs. Miss Joyce Rayburn

ADDRESS 101 Barnes Circle, Hattiesburg, MS. 39401

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

S ½ NW ¼ Lot No. 14 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

## CITY OF HATTIESBURG
### PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/08/ 2024

SOLD TO:

Mr.. Mrs. Miss Margaret Horne

ADDRESS 2304 W. 7th St, Apt 803, Hattiesburg, MS 39401

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

S ½ SW ¼ Lot No. 83 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

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## CITY OF HATTIESBURG
### PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-11- 2024

SOLD TO:

Mr.. Mrs. Miss James Wigley

ADDRESS 1032 Parker RD Hattiesburg, MS 39402

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

N ½ NW ¼ Lot No. 87 Section No. 38 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK#5388

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

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## CITY OF HATTIESBURG
### PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/16/ 2024

SOLD TO:

Mr.. Mrs. Miss Ida M. Washington

ADDRESS P.O. Box 1689, Hattiesburg, MS. 39403

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

E ½ SW ¼ Lot No. 148 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

ck#86463

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04/25/ 2024

SOLD TO:

Mr.. Mrs. Miss Billy Ray Keys

ADDRESS 103 Southview DR, Hattiesburg, MS 39401

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

W ½ SE ¼ Lot No. 32 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

Supt. of City Cemeteries

# CITY OF HATTIESBURG
## PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 04-25- 2024

SOLD TO:

Mr.. Mrs. Miss Lucenda Thomas

ADDRESS 2608 McLelland St Apt 1 Hattiesburg, MS 39401

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

S ½ NE ¼ Lot No. 39 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

Deb - Card

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

# DEED TO CEMETERY LOT
# HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Margaret Horne, 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 83 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 7th day of May, 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 7th day of May, 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 James Wigley, 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 87 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 7th day of May, 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 7th day of May, 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 Ida M. Washington , 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 Southwest Quarter (SW¼)

Lot Number: 148 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 7th day of May, 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 7th day of May, 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 Alice McNeil, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)
Lot Number 68 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 7th day of May, 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 7th day of May, 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 Avon Harris-Donaldson, 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 117 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 7th day of May, 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 7th day of May, 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 Joyce Rayborn, 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 14 Section 37

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

One (1) Grave space (s).

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

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

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of May, 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 7th day of May, 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 Lucenda Thomas, 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 39 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 7th day of May, 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 7th day of May, 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 Billy Ray Keys , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

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

Lot Number: 32 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 7th day of May, 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 7th day of May, 2024.

My Commission Expires:

_____
NOTARY PUBLIC

_____

# Memorandum

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

**From:** **Kermas Eaton, City Clerk**

**cc:**

**Date:** **Tuesday, May 7, 2024**

**Re:** **Approve claims docket for the period ending April 30, 2024.**
**File Number: 2024-122**
**Minute Book #**

---

**Summary**
Approval of claims docket for the period April 30, 2024.

**Recommendation Statement**
I recommend approval of this item.

Please place this on the May 7, 2024 City Council meeting for consideration.

JOURNAL ENTRIES TO BE CREATED

| FUND | | DUE TO | DUE FR |
|---|---|---|---|
| 001 | General Fund | | 729,674.25 |
| 002 | PARKS & RECREATION FUND | | 53,868.90 |
| 009 | WATER & SEWER OPERATION/MAINT. | | 659,297.56 |
| 011 | WATER & SEWER FUND | | 4,669.27 |
| 019 | POLICE FORFEITURES FUND | | 576.02 |
| 039 | AIRPORT IMPROVEMENT FUND | | 3,025.00 |
| 073 | MASS TRANSIT FUND | | 24,556.79 |
| 077 | COMMUNITY CENTERS' FUND | | 16,605.95 |
| 082 | COMMUNITY DEVELOP. BLOCK GRANT | | 345.43 |
| 086 | SPEC SALES TAX-P&R/UNIV IMPROV | | 85,304.20 |
| 087 | INDUSTRIAL PARK DEVELOPMENT | | 146,731.85 |
| 801 | CLAIMS FUND | 1,724,655.22 | |
| | TOTAL | 1,724,655.22 | 1,724,655.22 |

** END OF REPORT - Generated by Sherry Jackson **

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001000 | | | BALANCE SHEET | | | | | | | |
| 001000 | 0520LB | | | D/F LIBRARY | | | | | | |
| 002158 | AT&T | M8183270010594 4/23 | 0 | 2024 7 | INV | P | 257.43 | 043024 | 302492 | AT&T PHONE SERVICE |
| | | | | ACCOUNT TOTAL | | | 257.43 | | | |
| 001000 | 060100 | | | GAS/LUBRICANT-CITY BARN | | | | | | |
| 003497 | MAPLES GAS COMPANY | 278117 | 2402742 | 2024 7 | INV | P | 12,240.70 | 043024 | 302634 | DIESEL FOR FUEL STA |
| 003497 | MAPLES GAS COMPANY | 278954 | 2402940 | 2024 7 | INV | P | 25,826.36 | 043024 | 302634 | GAS/FUEL STATION |
| | | | | | | | 38,067.06 | | | |
| 049752 | PIGOTT OIL COMPANY | DR-7791-240408144924 | 2402741 | 2024 7 | INV | P | 12,540.45 | 043024 | 302683 | GAS/FUEL STATION |
| | | | | ACCOUNT TOTAL | | | 50,607.51 | | | |
| | | | | ORG 001000 TOTAL | | | 50,864.94 | | | |
| 001001 | | | REVENUES | | | | | | | |
| 001001 | 222100 | | | BUILDING PERMIT/INSPECTION | | | | | | |
| 050366 | MT CARMEL BAPTIST CH | REFUND PENALTY | 0 | 2024 7 | INV | P | 54.00 | 043024 | 302665 | REFUND PENALTY-PERM |
| | | | | ACCOUNT TOTAL | | | 54.00 | | | |
| 001001 | 287000 | | | POLICE/FIRE-SPECIAL DUTY | | | | | | |
| 047581 | PROTECTION AGENCY & | 000597 | 0 | 2024 7 | INV | P | 150.00 | 043024 | 302690 | SECURITY-ELKS LODGE |
| 047581 | PROTECTION AGENCY & | 000711 | 0 | 2024 7 | INV | P | 375.00 | 043024 | 302689 | SECURITY-SOBIESK 3/ |
| 047581 | PROTECTION AGENCY & | 000781 | 0 | 2024 7 | INV | P | 250.00 | 043024 | 302691 | SECURITY-EUROHA 3/2 |
| | | | | | | | 775.00 | | | |
| | | | | ACCOUNT TOTAL | | | 775.00 | | | |
| 001001 | 332000 | | | POLICE FINES | | | | | | |
| 004271 | SOUTHERN FINANCIAL S | CMCHAT 3/19-4/3/24 | 0 | 2024 7 | INV | P | 75.57 | 043024 | 302727 | POLICE FINES COLLEC |
| 004271 | SOUTHERN FINANCIAL S | CMCHAT3 3/19-4/3/24 | 0 | 2024 7 | INV | P | 1,996.52 | 043024 | 302726 | POLICE FINES COLLEC |
| | | | | | | | 2,072.09 | | | |
| | | | | ACCOUNT TOTAL | | | 2,072.09 | | | |
| | | | | ORG 001001 TOTAL | | | 2,901.09 | | | |
| 001003 | | | CITY COUNCIL | | | | | | | |
| 001003 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 82.46 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 82.46 | | | |
| 001003 | 611002 | | | TRAVEL EXP-WARD 2 | | | | | | |
| 002645 | DELGADO, DEBORAH DEN | DDELGADOOT#10190 | 0 | 2024 7 | INV | P | 207.00 | 043024 | 302543 | COUNCIL-DDELGADO'S |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | ACCOUNT TOTAL | | 207.00 | | | |
| | | | | ORG 001003 | TOTAL | | 289.46 | | | |
| 001015 | | | CITY COURT | | | | | | | |
| 001015 | 501000 | | | | OTHER EXPENDABLE OFF.SPL | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1052382-0 | 2402549 | 2024 7 | INV | P | 68.14 | 043024 | 302673 | EMERGENCY OFFICE OR |
| 003810 | OFFICE PRODUCTS PLUS | 1052391-0 | 2402551 | 2024 7 | INV | P | 91.80 | 043024 | 302673 | COURT EMERGENCY ORD |
| 003810 | OFFICE PRODUCTS PLUS | 1052917-0 | 2402549 | 2024 7 | INV | P | 370.20 | 043024 | 302673 | EMERGENCY OFFICE OR |
| | | | | | | | 530.14 | | | |
| | | | | | ACCOUNT TOTAL | | 530.14 | | | |
| 001015 | 510000 | | | | CLEANING/JANITORIAL SPLY | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1053111-0 | 2402658 | 2024 7 | INV | P | 42.18 | 043024 | 302673 | COURT MULTIFOLD PAP |
| 003810 | OFFICE PRODUCTS PLUS | 1053753-0 | 2402753 | 2024 7 | INV | P | 109.17 | 043024 | 302673 | COURT CLEANING SUPP |
| 003810 | OFFICE PRODUCTS PLUS | 1053753-1 | 2402753 | 2024 7 | INV | P | 12.83 | 043024 | 302673 | COURT CLEANING SUPP |
| | | | | | | | 164.18 | | | |
| | | | | | ACCOUNT TOTAL | | 164.18 | | | |
| 001015 | 559100 | | | | OTHER OPER.MATLS-FULL R | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1055532-0 | 2402976 | 2024 7 | INV | P | 251.22 | 043024 | 302673 | INK FOR PRINTER (MS |
| | | | | | ACCOUNT TOTAL | | 251.22 | | | |
| 001015 | 604900 | | | | OTHER PROFESSIONAL SERV. | | | | | |
| 002564 | COURT PROGRAMS INC | 115 | 0 | 2024 7 | INV | P | 13,143.00 | 043024 | 302539 | FEB/MAR 2024 COURT |
| | | | | | ACCOUNT TOTAL | | 13,143.00 | | | |
| 001015 | 606000 | | | | TELEPHONE AND TELEGRAPH | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 471.28 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | | ACCOUNT TOTAL | | 471.28 | | | |
| 001015 | 6112MC | | | | TRVL EXP - VICTIM'S ADV MUN CT | | | | | |
| 047318 | ADAMSON STEVEN | 10091OT-01 | 0 | 2024 7 | INV | P | 97.10 | 043024 | 302476 | REIM STVN ADMSN FR |
| | | | | | ACCOUNT TOTAL | | 97.10 | | | |
| 001015 | 630500 | | | | ELECTRICITY | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 126.32 | 043024 | 302655 | MISSISSIPPI POWER-V |
| | | | | | ACCOUNT TOTAL | | 126.32 | | | |
| | | | | ORG 001015 | TOTAL | | 14,783.24 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001020 | | | MAYOR/ADMIN. | | | | | | | |
| 001020 | 511500 | | | FOOD | | | | | | |
| 002500 | COCA COLA BOTTLING C | 41032910010 | 0 | 2024 7 | INV | P | 142.50 | 043024 | 302529 | ADMIN OFFICE WATER |
| | | | | ACCOUNT TOTAL | | | 142.50 | | | |
| 001020 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 131.18 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 131.18 | | | |
| 001020 | 641000 | | | OFFICE EQUIPMENT RENT | | | | | | |
| 003825 | OWENS BUSINESS MACHI | 489839 | 0 | 2024 7 | INV | P | 66.72 | 043024 | 302674 | ADMIN MNTHLY MAINTE |
| | | | | ACCOUNT TOTAL | | | 66.72 | | | |
| | | | | ORG 001020 TOTAL | | | 340.40 | | | |
| 001040 | | | MUNICIPAL CLERK | | | | | | | |
| 001040 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 41.23 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 41.23 | | | |
| 001040 | 615000 | | | ADVERTISING | | | | | | |
| 003141 | HUB CITY SPOKES | 103333 | 0 | 2024 7 | INV | P | 1,000.00 | 043024 | 302599 | HERE'S HATTIESBURG |
| 003141 | HUB CITY SPOKES | 103563 | 0 | 2024 7 | INV | P | 42.96 | 043024 | 302599 | LEGAL NOTICES BOA 4 |
| 003141 | HUB CITY SPOKES | 103596 | 0 | 2024 7 | INV | P | 94.72 | 043024 | 302599 | LEGAL NOTICES- FINA |
| | | | | | | | 1,137.68 | | | |
| | | | | ACCOUNT TOTAL | | | 1,137.68 | | | |
| | | | | ORG 001040 TOTAL | | | 1,178.91 | | | |
| 001042 | | | ACCOUNTING DIV. | | | | | | | |
| 001042 | 639900 | | | OTHER REPAIRS AND MAINT. | | | | | | |
| 004176 | SHERWIN-WILLIAMS COM | 5922-9 | 2402810 | 2024 7 | INV | P | 85.96 | 043024 | 302716 | REPAIR & PAINT WALL |
| | | | | ACCOUNT TOTAL | | | 85.96 | | | |
| | | | | ORG 001042 TOTAL | | | 85.96 | | | |
| 001045 | | | PURCHASING DIV. | | | | | | | |
| 001045 | 636500 | | | OFFICE EQUIPMENT R&M | | | | | | |
| 002406 | CANON FINANCIAL SERV | 32420598 | 0 | 2024 7 | INV | P | 164.86 | 043024 | 302516 | SC#8200067907 BW MT |
| | | | | ACCOUNT TOTAL | | | 164.86 | | | |
| | | | | ORG 001045 TOTAL | | | 164.86 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001081 | | | LOSS CONTROL | | | | | | | |
| 001081 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002166 | AUTO ARMATURE SERVIC | 02795 | 2402826 | 2024 7 | INV | P | 179.95 | 043024 | 302496 | BATTERY UNIT 19308 |
| 004514 | UNIVERSITY TIRE & SE | INV234158 | 2402865 | 2024 7 | INV | P | 187.56 | 043024 | 302751 | QUOTE TIRES FOR UNI |
| 048827 | CARQUEST | 14758-36264 | 2402825 | 2024 7 | INV | P | 50.14 | 043024 | 302517 | REPAIR PARTS FOR UN |
| | | | | ACCOUNT TOTAL | | | 417.65 | | | |
| | | | | ORG 001081 TOTAL | | | 417.65 | | | |
| 001090 | | | URBAN DEVELOPMT | | | | | | | |
| 001090 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002169 | AUTOMOTIVE GLASS SPE | I261348 | 2402791 | 2024 7 | INV | P | 750.00 | 043024 | 302498 | WINDSHIELD REPAIR - |
| | | | | ACCOUNT TOTAL | | | 750.00 | | | |
| 001090 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 004482 | TYLER TECHNOLGIES IN | 025-451755 | 0 | 2024 7 | INV | P | 1,476.23 | 043024 | 302750 | SUPPORT & MAINTENAN |
| 047864 | EMERGE COMMUNITY | 1014 | 225680 | 2024 7 | INV | P | 12,015.00 | 043024 | 302553 | E. HARDY CORRIDOR O |
| 047864 | EMERGE COMMUNITY | 1017 | 225680 | 2024 7 | INV | P | 10,285.69 | 043024 | 302553 | E. HARDY CORRIDOR O |
| | | | | | | | 22,300.69 | | | |
| | | | | ACCOUNT TOTAL | | | 23,776.92 | | | |
| 001090 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 799.35 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 799.35 | | | |
| 001090 | 620000 | | | PRINTING | | | | | | |
| 047562 | ENCO UTILITY | 64862 | 2402794 | 2024 7 | INV | P | 1,073.04 | 043024 | 302557 | CRS MAILER - PLANNI |
| | | | | ACCOUNT TOTAL | | | 1,073.04 | | | |
| | | | | ORG 001090 TOTAL | | | 26,399.31 | | | |
| 001091 | | | INFO TECHNOLOGY | | | | | | | |
| 001091 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002158 | AT&T | 0591 4.8.24 | 0 | 2024 7 | INV | P | 47.00 | 043024 | 302491 | INTERACT SUPPORT - |
| 002158 | AT&T | 0598 4.8.24 | 0 | 2024 7 | INV | P | 6,790.00 | 043024 | 302491 | INTERACT SUPPORT - |
| | | | | | | | 6,837.00 | | | |
| | | | | ACCOUNT TOTAL | | | 6,837.00 | | | |
| 001091 | 636500 | | | OFFICE EQUIPMENT R&M | | | | | | |
| 002383 | C D W GOVERNMENT | QS67845 | 2402877 | 2024 7 | INV | P | 4,574.85 | 043024 | 302514 | SOFTWARE AND OFFICE |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 004050 | RICOH CORP | 1100273686 | 0 | 2024 7 | INV | P | 483.70 | 043024 | 302703 | PRINTER REPAIR STAT |
| | | | | ACCOUNT TOTAL | | | 5,058.55 | | | |
| | | | | ORG 001091 TOTAL | | | 11,895.55 | | | |
| 001092 | | | GEN.GOVT.BLDG | | | | | | | |
| 001092 | 510000 | | | CLEANING/JANITORIAL SPLY | | | | | | |
| 004634 | WHEELER'S JANITORIAL | 163534 | 2402411 | 2024 7 | INV | P | 231.00 | 043024 | 302763 | JANITORIAL SUPPLIES |
| | | | | ACCOUNT TOTAL | | | 231.00 | | | |
| 001092 | 513000 | | | CHEMICALS | | | | | | |
| 002459 | CHEM-AQUA | 8651143 | 0 | 2024 7 | INV | P | 625.00 | 043024 | 302521 | WATER TRMNT CITY HA |
| | | | | ACCOUNT TOTAL | | | 625.00 | | | |
| 001092 | 560000 | | | BUILDING MATERIALS & SPLY | | | | | | |
| 002714 | ECONOMY SUPPLY CO | 0120092 | 0 | 2024 7 | INV | P | 34.95 | 043024 | 302550 | BRONZE KWIKSET COMB |
| | | | | ACCOUNT TOTAL | | | 34.95 | | | |
| 001092 | 561000 | | | PLUMBING SUPPLIES | | | | | | |
| 003543 | MCELHANEY PLUMBING I | 302147 | 2402918 | 2024 7 | INV | P | 16.00 | 043024 | 302640 | MATERIALS FOR FOUNT |
| | | | | ACCOUNT TOTAL | | | 16.00 | | | |
| 001092 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 003185 | INNOVATIVE SERVICE S | 20240048 | 2402554 | 2024 7 | INV | P | 608.00 | 043024 | 302600 | CARDIAC SCIENCE AED |
| | | | | ACCOUNT TOTAL | | | 608.00 | | | |
| 001092 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 3,674.19 | 043024 | 302655 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 336.90 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | | | | 4,011.09 | | | |
| | | | | ACCOUNT TOTAL | | | 4,011.09 | | | |
| 001092 | 635000 | | | BUILDING R&M | | | | | | |
| 003225 | JACKSON, ROOSEVELT I | 123016 | 2402644 | 2024 7 | INV | P | 4,885.00 | 043024 | 302605 | 101 FERGUSON - EXTE |
| | | | | ACCOUNT TOTAL | | | 4,885.00 | | | |
| 001092 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2268663 | 0 | 2024 7 | INV | P | 350.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2269489 | 0 | 2024 7 | INV | P | 1.35 | 043024 | 302593 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272255 | 0 | 2024 7 | INV | P | 65.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272271 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 464.35 | | | |
| | | | | ACCOUNT TOTAL | | | 464.35 | | | |
| | | | | ORG 001092 TOTAL | | | 10,875.39 | | | |
| 001093 | | | INTERMODAL FAC O&M | | | | | | | |
| 001093 | 510000 | | | CLEANING/JANITORIAL SPLY | | | | | | |
| 004634 | WHEELER'S JANITORIAL | 163534 | 2402411 | 2024 7 | INV | P | 347.63 | 043024 | 302763 | JANITORIAL SUPPLIES |
| 048909 | BRADY COMPANIES, LLC | 8777362 | 2402692 | 2024 7 | INV | P | 125.26 | 043024 | 302507 | JANITORIAL SUPPLIES |
| 048909 | BRADY COMPANIES, LLC | 8791532 | 2402692 | 2024 7 | INV | P | 149.08 | 043024 | 302507 | JANITORIAL SUPPLIES |
| | | | | | | | 274.34 | | | |
| | | | | ACCOUNT TOTAL | | | 621.97 | | | |
| 001093 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 2,565.67 | 043024 | 302655 | MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 2,565.67 | | | |
| 001093 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2272266 | 0 | 2024 7 | INV | P | 85.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| | | | | ACCOUNT TOTAL | | | 85.00 | | | |
| 001093 | 639900 | | | OTHER REPAIRS AND MAINT. | | | | | | |
| 003185 | INNOVATIVE SERVICE S | 20240049 | 2402550 | 2024 7 | INV | P | 608.00 | 043024 | 302600 | CARDIAC SCIENCE AED |
| | | | | ACCOUNT TOTAL | | | 608.00 | | | |
| | | | | ORG 001093 TOTAL | | | 3,880.64 | | | |
| 001095 | | | G/G INS.OTH SER | | | | | | | |
| 001095 | 602500 | | | LEGAL | | | | | | |
| 002906 | GLADDEN LAW OFFICE P | 0323 | 0 | 2024 7 | INV | P | 4,614.00 | 043024 | 302576 | PLANNING/ZONING & O |
| | | | | ACCOUNT TOTAL | | | 4,614.00 | | | |
| 001095 | 602700 | | | MEDICAL | | | | | | |
| 002856 | FORREST GENERAL HOSP | EAP331-022924 | 0 | 2024 7 | INV | P | 1,785.00 | 043024 | 302567 | EAP INVOICE 2.2024 |
| 002856 | FORREST GENERAL HOSP | EAP331-033124 | 0 | 2024 7 | INV | P | 1,785.00 | 043024 | 302567 | EAP INVOICE 3.2024 |
| | | | | | | | 3,570.00 | | | |
| | | | | ACCOUNT TOTAL | | | 3,570.00 | | | |
| 001095 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002523 | COMCAST CABLEVISION | APR/15-MAY/14 | 0 | 2024 7 | INV | P | 306.28 | 043024 | 302532 | COMCAST BUSINESS-CI |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 004694 | ZAC FAIRLEY APPRAISA | 1160 | 0 | 2024 7 | INV | P | 850.00 | 043024 | 302767 | APPRAISAL REPORT FO |
| | | | | ACCOUNT TOTAL | | | 1,156.28 | | | |
| 001095 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002158 | AT&T | L2024-04/13 | 0 | 2024 7 | INV | P | 103.86 | 043024 | 302491 | AT&T BLUE LIGHTS-LO |
| 002158 | AT&T | L2024-4-15 | 0 | 2024 7 | INV | P | 46.23 | 043024 | 302491 | AT&T BLUE LIGHTS-LO |
| 002158 | AT&T | M8183270010594 4/23 | 0 | 2024 7 | INV | P | 5,479.58 | 043024 | 302492 | AT&T PHONE SERVICE |
| | | | | | | | 5,629.67 | | | |
| 002159 | AT&T LONG DISTANCE S | 0279906074 | 0 | 2024 7 | INV | P | 28.84 | 043024 | 302494 | ONE NET SERVICE |
| | | | | ACCOUNT TOTAL | | | 5,658.51 | | | |
| | | | | ORG 001095 TOTAL | | | 14,998.79 | | | |
| 001100 | | | POLICE/PUB.SFTY | | | | | | | |
| 001100 | 501000 | | | OTHER EXPENDABLE OFF.SPL | | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1053697-0 | 2402744 | 2024 7 | INV | P | 351.38 | 043024 | 302673 | DISINFECTANT/OFFICE |
| 003810 | OFFICE PRODUCTS PLUS | 1053697-1 | 2402744 | 2024 7 | INV | P | 36.60 | 043024 | 302673 | DISINFECTANT/OFFICE |
| | | | | | | | 387.98 | | | |
| | | | | ACCOUNT TOTAL | | | 387.98 | | | |
| 001100 | 511100 | | | SUPPLIES - COVID 19 | | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1053697-0 | 2402744 | 2024 7 | INV | P | 1,453.44 | 043024 | 302673 | DISINFECTANT/OFFICE |
| | | | | ACCOUNT TOTAL | | | 1,453.44 | | | |
| 001100 | 525000 | | | GAS AND OIL | | | | | | |
| 002869 | FUELMAN OF MS | NP661166023 | 0 | 2024 7 | INV | P | 103.01 | 043024 | 302571 | OFFSITE FUEL CHARGE |
| 002869 | FUELMAN OF MS | NP66249684 | 0 | 2024 7 | INV | P | 51.81 | 043024 | 302571 | OFF SITE FUEL |
| 002869 | FUELMAN OF MS | NP66270437 | 0 | 2024 7 | INV | P | 211.10 | 043024 | 302571 | OFFSITE FUEL CHARGE |
| 002869 | FUELMAN OF MS | NP66300069 | 0 | 2024 7 | INV | P | 38.03 | 043024 | 302571 | OFFSITE FUEL-HPD |
| | | | | | | | 403.95 | | | |
| | | | | ACCOUNT TOTAL | | | 403.95 | | | |
| 001100 | 535500 | | | WEARING APPAREL | | | | | | |
| 002769 | EXPRESS PRESS | 54492B | 2402261 | 2024 7 | INV | P | 269.43 | 043024 | 302560 | SHIRTS FOR DISPATCH |
| | | | | ACCOUNT TOTAL | | | 269.43 | | | |
| 001100 | 546000 | | | MINOR EQUIPMENT | | | | | | |
| 004205 | SIGNS FIRST | INV-88538 | 2403022 | 2024 7 | INV | P | 75.92 | 043024 | 302718 | CHIEF/ASST CHIEF PO |
| 004575 | WALMART STORES INC | 633673805 | 0 | 2024 7 | INV | P | 317.57 | 043024 | 302755 | WALMART: REF:PO# 2 |
| | | | | ACCOUNT TOTAL | | | 393.49 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001100 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 002175 | B & H PHOTO-VIDEO | 223425451 | 2402746 | 2024 7 | INV | P | 1,698.00 | 043024 | 302499 | CAMERA FOR PIO-HPD |
| 002727 | ELITE K9 INC | 032824 | 2402487 | 2024 7 | INV | P | 1,279.90 | 043024 | 302551 | EQUIPMENT FOR K9-HP |
| 003067 | HEADSETS DIRECT INC | 86692 | 2402259 | 2024 7 | INV | P | 1,778.45 | 043024 | 302594 | HEADSETS FOR DISPA |
| 003207 | INTOXIMETERS | 758361 | 2402107 | 2024 7 | INV | P | 219.66 | 043024 | 302602 | INTOXIMETERS & MOUT |
| | | | | ACCOUNT TOTAL | | | 4,976.01 | | | |
| 001100 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002060 | ADVANCE AUTO PARTS | 5604409579901 | 2400270 | 2024 7 | INV | P | 2,092.41 | 043024 | 302478 | PARTS FOR VARIOUS U |
| 002060 | ADVANCE AUTO PARTS | 5604409979971 | 2402750 | 2024 7 | INV | P | 1,722.04 | 043024 | 302478 | PARTS FOR SHOP AND |
| 002060 | ADVANCE AUTO PARTS | 5604410770120 | 2402849 | 2024 7 | INV | P | 1,771.55 | 043024 | 302478 | PARTS FOR UNIT# 19 |
| 002060 | ADVANCE AUTO PARTS | 5604411470229 | 2402957 | 2024 7 | INV | P | 551.26 | 043024 | 302478 | REPAIR PARTS FOR SH |
| | | | | | | | 6,137.26 | | | |
| 002138 | APPLIED CONCEPTS INC | 437185 | 2400972 | 2024 7 | INV | P | 2,631.60 | 043024 | 302487 | REPAIR PARTS FOR VA |
| 002342 | BRUCE AUTO RECYCLING | 550270 | 2402483 | 2024 7 | INV | P | 75.00 | 043024 | 302509 | PART FOR UNIT# 2009 |
| 002443 | CERTIFIED LABORATORI | 8564426 | 2401633 | 2024 7 | INV | P | 3,236.73 | 043024 | 302519 | OIL FOR SHOP-HPD |
| 004514 | UNIVERSITY TIRE & SE | INV228440 | 2401320 | 2024 7 | INV | P | 1,375.00 | 043024 | 302751 | TIRES FOR STOCK-HPD |
| 004514 | UNIVERSITY TIRE & SE | INV228605 | 2401363 | 2024 7 | INV | P | 581.20 | 043024 | 302751 | TIRES FOR UNIT# 201 |
| | | | | | | | 1,956.20 | | | |
| 004576 | WALT MASSEY CHEVROLE | 307484 | 2402959 | 2024 7 | INV | P | 124.48 | 043024 | 302756 | LOCK FOR UNIT# 1641 |
| 050673 | STERLING PETROLEUM | 107890 | 2402850 | 2024 7 | INV | P | 1,217.80 | 043024 | 302738 | OIL FOR SHOP-HPD |
| | | | | ACCOUNT TOTAL | | | 15,379.07 | | | |
| 001100 | 602700 | | | MEDICAL | | | | | | |
| 003069 | HEALTHWORKS LLC | 01.11.24A | 0 | 2024 7 | INV | P | 98.00 | 043024 | 302595 | POST ACCIDENT FOR D |
| 003069 | HEALTHWORKS LLC | 12.22.23 | 0 | 2024 7 | INV | P | 83.00 | 043024 | 302595 | POST ACCIDENT FOR H |
| 003069 | HEALTHWORKS LLC | 12.22.23A | 0 | 2024 7 | INV | P | 15.00 | 043024 | 302595 | POST ACCIDENT FOR H |
| | | | | | | | 196.00 | | | |
| | | | | ACCOUNT TOTAL | | | 196.00 | | | |
| 001100 | 603000 | | | VETERINARIAN | | | | | | |
| 003106 | HOLLAND VETERINARY H | 74044 | 0 | 2024 7 | INV | P | 664.98 | 043024 | 302596 | VET VISIT FOR BELLE |
| 003106 | HOLLAND VETERINARY H | 74097 | 0 | 2024 7 | INV | P | 304.30 | 043024 | 302596 | VET VISIT FOR BELLE |
| 003106 | HOLLAND VETERINARY H | 74357 | 0 | 2024 7 | INV | P | 276.00 | 043024 | 302596 | VET VISIT FOR BELLE |
| | | | | | | | 1,245.28 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | ACCOUNT TOTAL | | | 1,245.28 | | | |
| 001100 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002471 | CINTAS CORPORATION # | 4177164968 | 0 | 2024 7 | INV | P | 54.83 | 043024 | 302524 | MAT RENTALS FOR PUB |
| 002471 | CINTAS CORPORATION # | 4180027149 | 0 | 2024 7 | INV | P | 54.83 | 043024 | 302524 | MAT RENTALS FOR PUB |
| 002471 | CINTAS CORPORATION # | 4182901483 | 0 | 2024 7 | INV | P | 56.97 | 043024 | 302524 | MAT RENTALS FOR PUB |
| 002471 | CINTAS CORPORATION # | 4184341839 | 0 | 2024 7 | INV | P | 151.97 | 043024 | 302523 | MAT RENTALS FOR PUB |
| 002471 | CINTAS CORPORATION # | 4186485297 | 0 | 2024 7 | INV | P | 60.99 | 043024 | 302524 | MAT RENTALS FOR PU |
| 002471 | CINTAS CORPORATION # | 4187202713 | 0 | 2024 7 | INV | P | 151.97 | 043024 | 302523 | MAT RENTALS FOR PUB |
| 002471 | CINTAS CORPORATION # | 4188663379 | 0 | 2024 7 | INV | P | 60.99 | 043024 | 302524 | MAT RENTALS FOR PUB |
| 002471 | CINTAS CORPORATION # | 4190086255 | 0 | 2024 7 | INV | P | 151.98 | 043024 | 302523 | MAT RENTALS FOR PUB |
| | | | | | | | 744.53 | | | |
| 002522 | COMCAST | 03.22.24-04.21.24 | 0 | 2024 7 | INV | P | 127.89 | 043024 | 302531 | CONVERTER BOX LEASE |
| 002610 | D P S CRIME LAB | 90142525 | 0 | 2024 7 | INV | P | 1,200.00 | 043024 | 302541 | ANALYTICAL FEES |
| 002610 | D P S CRIME LAB | 90143590 | 0 | 2024 7 | INV | P | 720.00 | 043024 | 302541 | ANALYTICAL FEES |
| | | | | | | | 1,920.00 | | | |
| 002750 | EQUIFAX INFORMATION | 2059626850 | 0 | 2024 7 | INV | P | 21.34 | 043024 | 302559 | ONLINE INVESTIGATIO |
| 047055 | INTERPRETERS & TRANS | 202165 | 0 | 2024 7 | INV | P | 136.04 | 043024 | 302601 | INTEPRETER SERVICE |
| | | | | ACCOUNT TOTAL | | | 2,949.80 | | | |
| 001100 | 604921 | | | NOLA EXPENSE | | | | | | |
| 048940 | WEST NETWORKS LLC | INV-199756 | 2402795 | 2024 7 | INV | P | 147.00 | 043024 | 302762 | WARRANTY RENEWAL-HP |
| | | | | ACCOUNT TOTAL | | | 147.00 | | | |
| 001100 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002158 | AT&T | 54549101030591 4/8 | 0 | 2024 7 | INV | P | 201.04 | 043024 | 302493 | POLICE DISPATCH |
| 002158 | AT&T | t2023-8 APRIL | 0 | 2024 7 | INV | P | 76.00 | 043024 | 302491 | AT&T-CLUB SERVICE-8 |
| | | | | | | | 277.04 | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 686.18 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 963.22 | | | |
| 001100 | 611000 | | | TRAVEL EXPENSE | | | | | | |
| 003237 | JARVIS, JASON | 10170OT/JARVIS | 0 | 2024 7 | INV | P | 518.96 | 043024 | 302607 | TRAVEL ADVANCE FOR |
| 004210 | SIMS, JULIUS HARDY | 10184OT/SIMS | 0 | 2024 7 | INV | P | 999.47 | 043024 | 302719 | TRAVEL ADVANCE FOR |
| 004691 | YOUNG, CHAD | 10169OT/YOUNG | 0 | 2024 7 | INV | P | 518.96 | 043024 | 302766 | TRAVEL ADVANCE FOR |
| 047308 | MATOS DAVID | 10178OT/MATOS | 0 | 2024 7 | INV | P | 413.00 | 043024 | 302637 | TRAVEL ADVANCE FOR |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 047312 | NOBLES MICAH | 10171OT/NOBLES | 0 | 2024 7 | INV | P | 518.96 | 043024 | 302670 | TRAVEL ADVANCE FOR |
| 048775 | MCCANN TYLER | 10172OT/MCCANN | 0 | 2024 7 | INV | P | 518.96 | 043024 | 302638 | TRAVEL ADVANCE FOR |
| 049788 | WILLIE SIMS | 10192OT/SIMS | 0 | 2024 7 | INV | P | 557.00 | 043024 | 302764 | TRAVEL ADVANCE FOR |
| | | | | ACCOUNT TOTAL | | | 4,045.31 | | | |
| 001100 612000 | | | | FREIGHT | | | | | | |
| 002138 | APPLIED CONCEPTS INC | 437185 | 2400972 | 2024 7 | INV | P | 25.00 | 043024 | 302487 | REPAIR PARTS FOR VA |
| 002727 | ELITE K9 INC | 032824 | 2402487 | 2024 7 | INV | P | 35.00 | 043024 | 302551 | EQUIPMENT FOR K9-HP |
| 002733 | EMERGENCY EQUIPMENT | 501153 | 2401194 | 2024 7 | INV | P | 747.50 | 043024 | 302554 | EQUIPMENT UNIT# 21 |
| 003067 | HEADSETS DIRECT INC | 86692 | 2402259 | 2024 7 | INV | P | 27.00 | 043024 | 302594 | HEADSETS FOR DISPA |
| 003207 | INTOXIMETERS | 758361 | 2402107 | 2024 7 | INV | P | 47.34 | 043024 | 302602 | INTOXIMETERS & MOUT |
| | | | | ACCOUNT TOTAL | | | 881.84 | | | |
| 001100 630000 | | | | GAS | | | | | | |
| 004321 | SPIRE | G2024-10 APR | 0 | 2024 7 | INV | P | 4,227.60 | 043024 | 302735 | SPIRE-(MILMUT GAS)- |
| | | | | ACCOUNT TOTAL | | | 4,227.60 | | | |
| 001100 630500 | | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 9,942.26 | 043024 | 302655 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-22 APR | 0 | 2024 7 | INV | P | 113.56 | 043024 | 302657 | MISSISSIPPI POWER-8 |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 2,039.00 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | | | | 12,094.82 | | | |
| | | | | ACCOUNT TOTAL | | | 12,094.82 | | | |
| 001100 635000 | | | | BUILDING R&M | | | | | | |
| 002672 | DOLEAC ELECTRIC CO I | PSC-X1 | 0 | 2024 7 | INV | P | 5,940.00 | 043024 | 302547 | ANNUAL GENERATOR MA |
| 002905 | GILLILANDS ELECTRONI | 14047 | 2402109 | 2024 7 | INV | P | 2,190.00 | 043024 | 302575 | SUNLIGHT RESISTANT |
| | | | | ACCOUNT TOTAL | | | 8,130.00 | | | |
| 001100 636500 | | | | OFFICE EQUIPMENT R&M | | | | | | |
| 004057 | RJ YOUNG COMPANY | INV6885678 | 0 | 2024 7 | INV | P | 250.00 | 043024 | 302704 | MB# 2021-285 ADMIN |
| 004057 | RJ YOUNG COMPANY | INV6885679 | 0 | 2024 7 | INV | P | 548.11 | 043024 | 302704 | FILE# 2024-96 DETEC |
| | | | | | | | 798.11 | | | |
| | | | | ACCOUNT TOTAL | | | 798.11 | | | |
| 001100 638400 | | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 002733 | EMERGENCY EQUIPMENT | 501153 | 2401194 | 2024 7 | INV | P | 20,673.00 | 043024 | 302554 | EQUIPMENT UNIT# 21 |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003712 | MS STATE/TAX COMM/TA | NEW TAG UNIT #22249 | 0 | 2024 7 | INV | P | 12.00 | 043024 | 302661 | NEW TAG UNIT#22249/ |
| 003861 | PATTERSON AUTO ELECT | 82294 | 2402886 | 2024 7 | INV | P | 248.91 | 043024 | 302677 | REPAIR TO UNIT# 20 |
| 004514 | UNIVERSITY TIRE & SE | INV224073 | 2400140 | 2024 7 | INV | P | 487.67 | 043024 | 302751 | COMPUTER WHEEL ALIG |
| 004514 | UNIVERSITY TIRE & SE | INV225329 | 2400476 | 2024 7 | INV | P | 89.95 | 043024 | 302751 | ALIGNMENT FOR UNIT# |
| 004514 | UNIVERSITY TIRE & SE | INV227698 | 2401247 | 2024 7 | INV | P | 89.95 | 043024 | 302751 | WHEEL ALIGN FOR UNI |
| 004514 | UNIVERSITY TIRE & SE | INV228605 | 2401363 | 2024 7 | INV | P | 172.95 | 043024 | 302751 | TIRES FOR UNIT# 201 |
| | | | | | | | 840.52 | | | |
| 050302 | JACKSON CHRISTOPHER | 1008 | 2401941 | 2024 7 | INV | P | 425.00 | 043024 | 302604 | INSTALL EQUIPMENT O |
| | | | | ACCOUNT TOTAL | | | 22,199.43 | | | |
| 001100 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2272243 | 0 | 2024 7 | INV | P | 125.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272244 | 0 | 2024 7 | INV | P | 40.00 | 043024 | 302593 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272281 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302593 | HAVARD PEST CONTROL |
| | | | | | | | 213.00 | | | |
| | | | | ACCOUNT TOTAL | | | 213.00 | | | |
| 001100 | 639800 | | | TOW IN CHARGES | | | | | | |
| 003389 | LARRY'S WRECKER SERV | 11185 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF UNIT# 208 |
| 003389 | LARRY'S WRECKER SERV | 11264 | 0 | 2024 7 | INV | P | 120.00 | 043024 | 302627 | TOWING/DOLLY FO SUS |
| 003389 | LARRY'S WRECKER SERV | 12555 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF UNIT# 208 |
| 003389 | LARRY'S WRECKER SERV | 12757 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF UNIT# 197 |
| 003389 | LARRY'S WRECKER SERV | 12771 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF UNIT# 183 |
| 003389 | LARRY'S WRECKER SERV | 12773 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF UNIT# 197 |
| 003389 | LARRY'S WRECKER SERV | 12873 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF SUSP VEHI |
| 003389 | LARRY'S WRECKER SERV | 13166 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF UNIT# 211 |
| 003389 | LARRY'S WRECKER SERV | 13167 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF SUSPECT V |
| 003389 | LARRY'S WRECKER SERV | 13423 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF SUSPECT V |
| 003389 | LARRY'S WRECKER SERV | 13457 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF SUSPECT V |
| 003389 | LARRY'S WRECKER SERV | 13533 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF UNIT# 197 |
| 003389 | LARRY'S WRECKER SERV | 13536 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF UNIT# 208 |
| 003389 | LARRY'S WRECKER SERV | 13538 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302627 | TOWING OF UNIT# 197 |
| | | | | | | | 1,030.00 | | | |
| 003869 | PEANUTS TOWING SERVI | 103883 | 0 | 2024 7 | INV | P | 100.00 | 043024 | 302680 | TOWING OF UNIT# 204 |
| | | | | ACCOUNT TOTAL | | | 1,130.00 | | | |
| 001100 | 641700 | | | MOTORCYCLE RENT | | | | | | |
| 048971 | ENTERPRISE FM TRUST | FBN5006198 | 0 | 2024 7 | INV | P | 11,349.23 | 043024 | 302558 | MB# 2022-221 LEASE |
| | | | | ACCOUNT TOTAL | | | 11,349.23 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001100 | 739900 | | | OTHER EQUIPMENT | | | | | | |
| 047101 | MOTOROLA SOLUTIONS | 8230453466 | 2402057 | 2024 7 | INV | P | 128.58 | 043024 | 302644 | RADIOS FOR ANIMAL C |
| 050586 | SIG SAUER, INC | 5321929 | 2402819 | 2024 7 | INV | P | 25,566.12 | 043024 | 302717 | LOGISTIC EQUIPMENT- |
| | | | | ACCOUNT TOTAL | | | 25,694.70 | | | |
| | | | | ORG 001100 TOTAL | | | 119,528.71 | | | |
| 001131 | | | JOINT P&F TRNG. | | | | | | | |
| 001131 | 500300 | | | PAPER | | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1053415-0 | 2402702 | 2024 7 | INV | P | 171.08 | 043024 | 302673 | OFFICE SUPPLIES |
| | | | | ACCOUNT TOTAL | | | 171.08 | | | |
| 001131 | 501000 | | | OTHER EXPENDABLE OFF.SPL | | | | | | |
| 002492 | CLEMTS HARDWARE | 132000 | 2402803 | 2024 7 | INV | P | 166.86 | 043024 | 302528 | OFFICE SUPPLIES |
| 003810 | OFFICE PRODUCTS PLUS | 1053415-1 | 2402702 | 2024 7 | INV | P | 32.84 | 043024 | 302673 | OFFICE SUPPLIES |
| | | | | ACCOUNT TOTAL | | | 199.70 | | | |
| 001131 | 510000 | | | CLEANING/JANITORIAL SPLY | | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1053415-0 | 2402702 | 2024 7 | INV | P | 75.80 | 043024 | 302673 | OFFICE SUPPLIES |
| | | | | ACCOUNT TOTAL | | | 75.80 | | | |
| 001131 | 511500 | | | FOOD | | | | | | |
| 048488 | S & S FOOD SERVICE, | 07001 | 2402988 | 2024 7 | INV | P | 665.00 | 043024 | 302710 | 2024 RETIREE FIREAR |
| | | | | ACCOUNT TOTAL | | | 665.00 | | | |
| 001131 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 003915 | PINE BELT CDJR, INC | 91014 | 2402805 | 2024 7 | INV | P | 265.24 | 043024 | 302684 | REPAIR PARTS FOR UN |
| | | | | ACCOUNT TOTAL | | | 265.24 | | | |
| 001131 | 6110FR | | | MINOR EQUIPMENT-FIRE | | | | | | |
| 049967 | ALEX LININGER | LININGER/10162 | 0 | 2024 7 | INV | P | 236.00 | 043024 | 302480 | LININGER TRAVEL - P |
| 049983 | JONATHAN HINTON | HINTON/10161 | 0 | 2024 7 | INV | P | 236.00 | 043024 | 302613 | HINTON TRAVEL - PEA |
| 050515 | REDONDO ALEX | REDONDO/10160 | 0 | 2024 7 | INV | P | 236.00 | 043024 | 302698 | REDONDO TRAVEL AUTH |
| | | | | ACCOUNT TOTAL | | | 708.00 | | | |
| 001131 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 1,150.27 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 1,150.27 | | | |
| 001131 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003040 | HAVARD PEST CONTROL | 2268665 | 0 | 2024 7 | INV | P | 385.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272252 | 0 | 2024 7 | INV | P | 50.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272254 | 0 | 2024 7 | INV | P | 50.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| | | | | | | | 485.00 | | | |
| | | | | ACCOUNT TOTAL | | | 485.00 | | | |
| | | | | ORG 001131 TOTAL | | | 3,720.09 | | | |
| 001160 | | | FIRE DIVISION | | | | | | | |
| 001160 | 500300 | | | PAPER | | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1055027-0 | 2402909 | 2024 7 | INV | P | 199.56 | 043024 | 302673 | HFD ADMIN OFFICE SU |
| | | | | ACCOUNT TOTAL | | | 199.56 | | | |
| 001160 | 501000 | | | OTHER EXPENDABLE OFF.SPL | | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1055027-0 | 2402909 | 2024 7 | INV | P | 314.78 | 043024 | 302673 | HFD ADMIN OFFICE SU |
| | | | | ACCOUNT TOTAL | | | 314.78 | | | |
| 001160 | 510000 | | | CLEANING/JANITORIAL SPLY | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188879826 | 0 | 2024 7 | INV | P | 29.99 | 043024 | 302525 | HFD MECHANIC SHOP U |
| 002471 | CINTAS CORPORATION # | 4189511622 | 0 | 2024 7 | INV | P | 25.07 | 043024 | 302525 | HFD MECHANIC SHOP J |
| | | | | | | | 55.06 | | | |
| 003810 | OFFICE PRODUCTS PLUS | 1055027-0 | 2402909 | 2024 7 | INV | P | 59.28 | 043024 | 302673 | HFD ADMIN OFFICE SU |
| 048909 | BRADY COMPANIES, LLC | 8788213 | 2402773 | 2024 7 | INV | P | 1,202.07 | 043024 | 302507 | HFD CLEANING & JANI |
| | | | | ACCOUNT TOTAL | | | 1,316.41 | | | |
| 001160 | 535000 | | | UNIFORMS, BADGES, ETC. | | | | | | |
| 003216 | J M H GRAPHICS | 41591 | 2402300 | 2024 7 | INV | P | 562.50 | 043024 | 302603 | HFD TSHIRTS FOR ALL |
| 003588 | MID SOUTH UNIFORM & | 648387 | 2402029 | 2024 7 | INV | P | 1,496.94 | 043024 | 302642 | HFD BOOTS FOR PERSO |
| 003588 | MID SOUTH UNIFORM & | 648389 | 2402785 | 2024 7 | INV | P | 1,527.92 | 043024 | 302642 | HFD UNIFORM BOOTS F |
| | | | | | | | 3,024.86 | | | |
| 050056 | AMAZON CAPITAL | 1VRW-XFNJ-QCTJ | 2402835 | 2024 7 | INV | P | 897.80 | 043024 | 302483 | HFD UNIFORM BOOTS F |
| | | | | ACCOUNT TOTAL | | | 4,485.16 | | | |
| 001160 | 546000 | | | MINOR EQUIPMENT | | | | | | |
| 003744 | NAFECO-NORTH AMERICA | 1268941 | 2402211 | 2024 7 | INV | P | 336.60 | 043024 | 302666 | HFD FIREFIGHTING EQ |
| 003744 | NAFECO-NORTH AMERICA | 1269132 | 2402211 | 2024 7 | INV | P | 701.00 | 043024 | 302666 | HFD FIREFIGHTING EQ |
| 003744 | NAFECO-NORTH AMERICA | 1269318 | 2402211 | 2024 7 | INV | P | 53.66 | 043024 | 302666 | HFD FIREFIGHTING EQ |
| | | | | | | | 1,091.26 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | ACCOUNT TOTAL 1,091.26 | | | |
| 001160 | 546200 | | | | | | MINOR FIRE FIGHTING EQUIP. | | | |
| 002812 | FIRE STORE(WITMER AS | INV456571 | 2402204 | 2024 7 | INV | P | 71.99 | 043024 | 302564 | HFD FIREFIGHTING EQ |
| 002812 | FIRE STORE(WITMER AS | INV457201 | 2402204 | 2024 7 | INV | P | 81.98 | 043024 | 302564 | HFD FIREFIGHTING EQ |
| | | | | | | | 153.97 | | | |
| | | | | | | | ACCOUNT TOTAL 153.97 | | | |
| 001160 | 559000 | | | | | | OTHER OPERATING MATL/SPLY | | | |
| 003746 | NAPA AUTO PARTS | 667315 | 2400813 | 2024 7 | INV | P | 76.95 | 043024 | 302667 | HFD TRUCK BRUSHES F |
| | | | | | | | ACCOUNT TOTAL 76.95 | | | |
| 001160 | 570000 | | | | | | MTR VEHICLE REP. PTS/SPL | | | |
| 002194 | BARDING GENERATOR & | 12078 | 2402817 | 2024 7 | INV | P | 1,139.70 | 043024 | 302501 | HFD ENGINE 4 UNIT # |
| 002700 | EAGLE TIRE AND SERVI | INV081469 | 0 | 2024 7 | INV | P | 69.95 | 043024 | 302549 | HFD BC20 UNIT #2009 |
| 003388 | LARD OIL COMPANY | 1274022-IN | 2402833 | 2024 7 | INV | P | 580.17 | 043024 | 302626 | HFD DEF GREASE FOR |
| | | | | | | | ACCOUNT TOTAL 1,789.82 | | | |
| 001160 | 606000 | | | | | | TELEPHONE AND TELEGRAPH | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 59.72 | 043024 | 302495 | MB#2016-287/WIRELES |
| 002160 | AT&T MOBILITY | 287290217384X040524 | 0 | 2024 7 | INV | P | 1,455.31 | 043024 | 302495 | MB2016-287/WIRELESS |
| | | | | | | | 1,515.03 | | | |
| | | | | | | | ACCOUNT TOTAL 1,515.03 | | | |
| 001160 | 611000 | | | | | | TRAVEL EXPENSE | | | |
| 050719 | SPENCER TAYLOR | 10142 | 0 | 2024 7 | INV | P | 738.10 | 043024 | 302734 | HFD SPENCER TAYLOR |
| | | | | | | | ACCOUNT TOTAL 738.10 | | | |
| 001160 | 612000 | | | | | | FREIGHT | | | |
| 050056 | AMAZON CAPITAL | 1VRW-XFNJ-QCTJ | 2402835 | 2024 7 | INV | P | 91.40 | 043024 | 302483 | HFD UNIFORM BOOTS F |
| | | | | | | | ACCOUNT TOTAL 91.40 | | | |
| 001160 | 630000 | | | | | | GAS | | | |
| 004321 | SPIRE | G2024-10 APR | 0 | 2024 7 | INV | P | 116.95 | 043024 | 302735 | SPIRE-(MILMUT GAS)- |
| 004321 | SPIRE | g2024-16 apr | 0 | 2024 7 | INV | P | 193.90 | 043024 | 302735 | SPIRE-(MILMUT GAS) |
| 004321 | SPIRE | G2024-24 APR | 0 | 2024 7 | INV | P | 643.30 | 043024 | 302735 | SPIRE-(MILMUT GAS)- |
| | | | | | | | 954.15 | | | |
| | | | | | | | ACCOUNT TOTAL 954.15 | | | |
| 001160 | 630500 | | | | | | ELECTRICITY | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003700 | MS POWER COMPANY | E2024-04.12.24C | 0 | 2024 7 | INV | P | 249.80 | 043024 | 302654 | MISSISSIPPI POWER-1 |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 2,330.88 | 043024 | 302655 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 343.09 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | | | | 2,923.77 | | | |
| 004282 | SOUTHERN PINE ELECTR | E2024-4.3 | 0 | 2024 7 | INV | P | 144.85 | 043024 | 302730 | SOUTHERN PINE ELECT |
| | | | | ACCOUNT TOTAL | | | 3,068.62 | | | |
| 001160 | 631500 | | | WATER | | | | | | |
| 002146 | ARNOLD LINE WATER AS | T2023-3/18-4/18 | 0 | 2024 7 | INV | P | 47.00 | 043024 | 302489 | ARNOLD LINE-WATER-F |
| 048680 | RAWLS SPRINGS UTILIT | T2024-04.16 | 0 | 2024 7 | INV | P | 55.47 | 043024 | 302694 | RAWLS SPRING UTILIT |
| | | | | ACCOUNT TOTAL | | | 102.47 | | | |
| 001160 | 635000 | | | BUILDING R&M | | | | | | |
| 002672 | DOLEAC ELECTRIC CO I | FS7-X1 | 2402409 | 2024 7 | INV | P | 1,240.00 | 043024 | 302547 | HFD STATION 7 GENER |
| 002714 | ECONOMY SUPPLY CO | 120039 | 2402708 | 2024 7 | INV | P | 37.13 | 043024 | 302550 | HFD NEW ADMIN OFFIC |
| 002714 | ECONOMY SUPPLY CO | 120131 | 2402732 | 2024 7 | INV | P | 425.15 | 043024 | 302550 | HFD NEW ADMIN OFFIC |
| 002714 | ECONOMY SUPPLY CO | 120738 | 2402821 | 2024 7 | INV | P | 196.30 | 043024 | 302550 | HFD NEW ADMIN OFFIC |
| | | | | | | | 658.58 | | | |
| 002883 | GARNER LUMLEY ELECTR | 608616 | 2402767 | 2024 7 | INV | P | 43.90 | 043024 | 302572 | HFD NEW ADMIN OFFIC |
| 003543 | MCELHANEY PLUMBING I | 301769 | 2402715 | 2024 7 | INV | P | 27.14 | 043024 | 302640 | HFD NEW ADMIN OFFIC |
| 003543 | MCELHANEY PLUMBING I | 301851 | 2402770 | 2024 7 | INV | P | 44.95 | 043024 | 302640 | HFD NEW ADMIN OFFIC |
| 003543 | MCELHANEY PLUMBING I | 302110 | 2402884 | 2024 7 | INV | P | 34.89 | 043024 | 302640 | HFD NEW ADMIN OFFIC |
| | | | | | | | 106.98 | | | |
| | | | | ACCOUNT TOTAL | | | 2,049.46 | | | |
| 001160 | 637000 | | | HOUSEHOLD EQUIPMENT R&M | | | | | | |
| 049731 | QUALITY APPLIANCE | 5496 | 0 | 2024 7 | INV | P | 347.55 | 043024 | 302693 | HFD STATION 8 DRYER |
| | | | | ACCOUNT TOTAL | | | 347.55 | | | |
| 001160 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2258279 | 0 | 2024 7 | INV | P | 75.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2268667 | 0 | 2024 7 | INV | P | 300.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272245 | 0 | 2024 7 | INV | P | 50.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272246 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272247 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272248 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272250 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272268 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2274692 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 713.00 | | | |
| | | | | | ACCOUNT TOTAL | | 713.00 | | | |
| 001160 | 639800 | | | | TOW IN CHARGES | | | | | |
| 003253 | JOHNNY'S WRECKER SER | 48160 | 0 | 2024 | 7 INV | P | 450.00 | 043024 | 302612 | HFD TOW RESCUE 2 UN |
| | | | | | ACCOUNT TOTAL | | 450.00 | | | |
| 001160 | 642500 | | | | CYLINDER RENT | | | | | |
| 002071 | AIRGAS USA LLC (NORD | 5506832770 | 0 | 2024 | 7 INV | P | 50.18 | 043024 | 302479 | HFD OXYGEN CYLINDER |
| 004273 | SOUTHERN GAS & SUPPL | 38128237 | 0 | 2024 | 7 INV | P | 156.86 | 043024 | 302728 | HFD MEDICAL OXYGEN |
| | | | | | ACCOUNT TOTAL | | 207.04 | | | |
| 001160 | 643500 | | | | MOP-MAT-RAG RENT | | | | | |
| 002471 | CINTAS CORPORATION # | 4188879829 | 0 | 2024 | 7 INV | P | 59.94 | 043024 | 302524 | HFD ADMIN OFFICE MA |
| | | | | | ACCOUNT TOTAL | | 59.94 | | | |
| 001160 | 729500 | | | | OTHER IMPROVEMENTS | | | | | |
| 003543 | MCELHANEY PLUMBING I | 301786 | 2402738 | 2024 | 7 INV | P | 5.50 | 043024 | 302640 | HFD NEW ADMIN OFFIC |
| | | | | | ACCOUNT TOTAL | | 5.50 | | | |
| | | | | | ORG 001160 TOTAL | | 19,730.17 | | | |
| 001180 | | | | LAND DEVEL.ADM. | | | | | | |
| 001180 | 500300 | | | | PAPER | | | | | |
| 004328 | STAPLES | 6001123988 | 2402754 | 2024 | 7 INV | P | 319.92 | 043024 | 302737 | OFFICE SUPPLIES - N |
| | | | | | ACCOUNT TOTAL | | 319.92 | | | |
| 001180 | 501000 | | | | OTHER EXPENDABLE OFF.SPL | | | | | |
| 004328 | STAPLES | 6001123988 | 2402754 | 2024 | 7 INV | P | 123.38 | 043024 | 302737 | OFFICE SUPPLIES - N |
| 004328 | STAPLES | 6001131936 | 2402754 | 2024 | 7 INV | P | 62.48 | 043024 | 302737 | OFFICE SUPPLIES - N |
| | | | | | | | 185.86 | | | |
| | | | | | ACCOUNT TOTAL | | 185.86 | | | |
| 001180 | 508000 | | | | COMPUTER SUPPLIES | | | | | |
| 004328 | STAPLES | 6001123987 | 2402754 | 2024 | 7 INV | P | 102.58 | 043024 | 302737 | OFFICE SUPPLIES - N |
| 004328 | STAPLES | 6001123988 | 2402754 | 2024 | 7 INV | P | 46.39 | 043024 | 302737 | OFFICE SUPPLIES - N |
| 004328 | STAPLES | 6001149864 | 2402754 | 2024 | 7 INV | P | 21.64 | 043024 | 302737 | OFFICE SUPPLIES - N |
| | | | | | | | 170.61 | | | |
| | | | | | ACCOUNT TOTAL | | 170.61 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001180 | 570000 | | | | | | MTR VEHICLE REP. PTS/SPL | | | |
| 004514 | UNIVERSITY TIRE & SE | INV230022 | 2401722 | 2024 7 | INV | P | 136.64 | 043024 | 302751 | TIRE FOR UNIT # 175 |
| | | | | | | | ACCOUNT TOTAL 136.64 | | | |
| 001180 | 601800 | | | | | | LOT CLEARING | | | |
| 004417 | TERRY'S BACKHOE AND | 1941 | 0 | 2024 7 | INV | P | 2,130.75 | 043024 | 302742 | LOT CLEARING - 204 |
| 004417 | TERRY'S BACKHOE AND | 1942 | 0 | 2024 7 | INV | P | 2,079.16 | 043024 | 302742 | LOT CLEARING - 1504 |
| 004417 | TERRY'S BACKHOE AND | 1943 | 0 | 2024 7 | INV | P | 2,098.00 | 043024 | 302742 | LOT CLEARING - 198 |
| 004417 | TERRY'S BACKHOE AND | 1945 | 0 | 2024 7 | INV | P | 201.25 | 043024 | 302742 | EXPED LOT CLEARING |
| 004417 | TERRY'S BACKHOE AND | 1946 | 0 | 2024 7 | INV | P | 201.25 | 043024 | 302742 | EXPED LOT CLEARING |
| 004417 | TERRY'S BACKHOE AND | 1947 | 0 | 2024 7 | INV | P | 201.25 | 043024 | 302742 | EXPED LOT CLEARING |
| | | | | | | | 6,911.66 | | | |
| | | | | | | | ACCOUNT TOTAL 6,911.66 | | | |
| 001180 | 604900 | | | | | | OTHER PROFESSIONAL SERV. | | | |
| 004075 | RODCO, LLC | 1946 | 0 | 2024 7 | INV | P | 896.00 | 043024 | 302709 | PLANS REVIEW - WCU |
| | | | | | | | ACCOUNT TOTAL 896.00 | | | |
| 001180 | 606000 | | | | | | TELEPHONE AND TELEGRAPH | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 719.11 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | | | | ACCOUNT TOTAL 719.11 | | | |
| 001180 | 620000 | | | | | | PRINTING | | | |
| 004057 | RJ YOUNG COMPANY | INV6870559 | 0 | 2024 7 | INV | P | 278.90 | 043024 | 302704 | AAA71330 - BUILDING |
| | | | | | | | ACCOUNT TOTAL 278.90 | | | |
| 001180 | 638400 | | | | | | MOTOR VEHICLE EQ. R&M | | | |
| 004514 | UNIVERSITY TIRE & SE | INV234370 | 2402913 | 2024 7 | INV | P | 213.35 | 043024 | 302751 | OIL CHANGE & BLINKE |
| 004514 | UNIVERSITY TIRE & SE | INV234691 | 2402993 | 2024 7 | INV | P | 46.95 | 043024 | 302751 | OIL CHANGE - UNIT 1 |
| | | | | | | | 260.30 | | | |
| | | | | | | | ACCOUNT TOTAL 260.30 | | | |
| | | | | | | | ORG 001180 TOTAL 9,879.00 | | | |
| 001190 | | | P/S CONTRAC.SER | | | | | | | |
| 001190 | 602700 | | | | | | MEDICAL | | | |
| 050313 | ASSOCIATION PROGRAM | 231025093803 | 0 | 2024 7 | INV | P | 3,221.63 | 043024 | 302490 | MEDICAL BILL FOR IN |
| 050313 | ASSOCIATION PROGRAM | 240226095340 | 0 | 2024 7 | INV | P | 4,609.52 | 043024 | 302490 | MEDICAL BILL FOR IN |
| | | | | | | | 7,831.15 | | | |
| | | | | | | | ACCOUNT TOTAL 7,831.15 | | | |
| 001190 | 681500 | | | | | | JAIL EXPENSE | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 002851 | FORREST CTY SUPERVIS | 02.01.24-02.28.24 | 0 | 2024 7 | INV | P | 43,037.17 | 043024 | 302566 | HOUSING OF INMATES |
| 003371 | LAMAR CTY SHERIFF | 03.01.24- 03.31.24 | 0 | 2024 7 | INV | P | 210.00 | 043024 | 302623 | HOUSING OF INMATE F |
| | | | | ACCOUNT TOTAL | | | 43,247.17 | | | |
| 001190 | 686500 | | | EMERGENCY MGMT.CONTRIB. | | | | | | |
| 002734 | EMERGENCY MANAGEMENT | QE 6/30/24 | 0 | 2024 7 | INV | P | 38,750.00 | 043024 | 302555 | CONTRIBUTION QE 6/3 |
| | | | | ACCOUNT TOTAL | | | 38,750.00 | | | |
| | | | | ORG 001190 TOTAL | | | 89,828.32 | | | |
| 001191 | | | TRAFFIC MAINT. | | | | | | | |
| 001191 | 501000 | | | OTHER EXPENDABLE OFF.SPL | | | | | | |
| 002215 | BATTERIES PLUS BULBS | P71703857 | 2402720 | 2024 7 | INV | P | 33.00 | 043024 | 302502 | BATTERIES |
| | | | | ACCOUNT TOTAL | | | 33.00 | | | |
| 001191 | 545000 | | | HAND TOOLS | | | | | | |
| 002795 | FASTENAL COMPANY | MSHAT241441 | 2402224 | 2024 7 | INV | P | 63.94 | 043024 | 302562 | TOOLS |
| | | | | ACCOUNT TOTAL | | | 63.94 | | | |
| 001191 | 546000 | | | MINOR EQUIPMENT | | | | | | |
| 002168 | AUTO ZONE | 0139920685 | 2402633 | 2024 7 | INV | P | 138.99 | 043024 | 302497 | VEHICLE PART UNIT 1 |
| | | | | ACCOUNT TOTAL | | | 138.99 | | | |
| 001191 | 554000 | | | TRAFFIC CONTROL EQ. SPLY. | | | | | | |
| 002215 | BATTERIES PLUS BULBS | P71703857 | 2402720 | 2024 7 | INV | P | 383.69 | 043024 | 302502 | BATTERIES |
| 004412 | TEMPLE INC | INVO240196 | 2401081 | 2024 7 | INV | P | 16,025.00 | 043024 | 302741 | SIGNAL EQUIPMENT |
| 050295 | CONSOLIDATED ELECTRI | 2899-1027550 | 2402517 | 2024 7 | INV | P | 370.00 | 043024 | 302536 | SIGNAL PARTS |
| | | | | ACCOUNT TOTAL | | | 16,778.69 | | | |
| 001191 | 565000 | | | PAINT AND PAINTING SPLY. | | | | | | |
| 004176 | SHERWIN-WILLIAMS COM | 5743-9 | 2402822 | 2024 7 | INV | P | 225.90 | 043024 | 302716 | PAINT |
| | | | | ACCOUNT TOTAL | | | 225.90 | | | |
| 001191 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002168 | AUTO ZONE | 0139896270 | 2402305 | 2024 7 | INV | P | 152.99 | 043024 | 302497 | VEHICLE SUPPLIES |
| 003246 | JERRY'S AUTOMOTIVE R | 22861 | 2401345 | 2024 7 | INV | P | 83.00 | 043024 | 302611 | VEHICLE REPAIR BUC |
| 003246 | JERRY'S AUTOMOTIVE R | 23007 | 2402518 | 2024 7 | INV | P | 82.75 | 043024 | 302611 | AUTOMOBILE 2009 F1 |
| | | | | | | | 165.75 | | | |
| | | | | ACCOUNT TOTAL | | | 318.74 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001191 | 606000 | | | | | | TELEPHONE AND TELEGRAPH | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 186.66 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | | | | ACCOUNT TOTAL 186.66 | | | |
| 001191 | 630000 | | | | | | GAS | | | |
| 004321 | SPIRE | G2024-10 APR | 0 | 2024 7 | INV | P | 240.59 | 043024 | 302735 | SPIRE-(MILMUT GAS)- |
| | | | | | | | ACCOUNT TOTAL 240.59 | | | |
| 001191 | 630500 | | | | | | ELECTRICITY | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 1,048.66 | 043024 | 302655 | MISSISSIPPI POWER-V |
| | | | | | | | ACCOUNT TOTAL 1,048.66 | | | |
| 001191 | 639400 | | | | | | DISINFECT./EXTERMINATION | | | |
| 003040 | HAVARD PEST CONTROL | 2268643 | 0 | 2024 7 | INV | P | 300.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272263 | 0 | 2024 7 | INV | P | 45.00 | 043024 | 302593 | HAVARD PEST CONTROL |
| | | | | | | | 345.00 | | | |
| | | | | | | | ACCOUNT TOTAL 345.00 | | | |
| 001191 | 643000 | | | | | | UNIFORM RENT | | | |
| 002471 | CINTAS CORPORATION # | 4189508997 | 0 | 2024 7 | INV | P | 25.00 | 043024 | 302525 | TRAFFIC UNIFORM SC |
| 002471 | CINTAS CORPORATION # | 4190223258 | 0 | 2024 7 | INV | P | 25.00 | 043024 | 302525 | TRAFFIC UNIFORM SC |
| | | | | | | | 50.00 | | | |
| | | | | | | | ACCOUNT TOTAL 50.00 | | | |
| 001191 | 643500 | | | | | | MOP-MAT-RAG RENT | | | |
| 002471 | CINTAS CORPORATION # | 4189508549 | 0 | 2024 7 | INV | P | 8.56 | 043024 | 302525 | TRAFFIC MATS SC/82 |
| 002471 | CINTAS CORPORATION # | 4190222728 | 0 | 2024 7 | INV | P | 8.56 | 043024 | 302525 | TRAFFIC MATS SC/ |
| | | | | | | | 17.12 | | | |
| | | | | | | | ACCOUNT TOTAL 17.12 | | | |
| | | | | | | | ORG 001191 TOTAL 19,447.29 | | | |
| 001201 | | | STREET DIV. | | | | | | | |
| 001201 | 540000 | | | | | | ASPHALT & ASPHALT PROD. | | | |
| 004586 | WARREN PAVING INC | 90288 | 2402769 | 2024 7 | INV | P | 191.85 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 90288A | 0 | 2024 7 | INV | P | 133.45 | 043024 | 302757 | REF P.O.2402436 -AS |
| 004586 | WARREN PAVING INC | 90288B | 2402436 | 2024 7 | INV | P | 36.15 | 043024 | 302757 | ASPHALT FOR VARIOUS |
| 004586 | WARREN PAVING INC | 90311 | 2402769 | 2024 7 | INV | P | 398.53 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 90345 | 2402769 | 2024 7 | INV | P | 158.48 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 90401 | 2402769 | 2024 7 | INV | P | 302.14 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 90412 | 2402769 | 2024 7 | INV | P | 60.24 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 90605 | 2402769 | 2024 7 | INV | P | 240.97 | 043024 | 302757 | ASPHALT FOR PUBLIC |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 004586 | WARREN PAVING INC | 90797 | 2402769 | 2024 7 | INV | P | 255.00 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 90801 | 2402769 | 2024 7 | INV | P | 296.74 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 90809 | 2402769 | 2024 7 | INV | P | 134.46 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 90927 | 2402769 | 2024 7 | INV | P | 219.77 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| 004586 | WARREN PAVING INC | 90947 | 2402769 | 2024 7 | INV | P | 385.76 | 043024 | 302757 | ASPHALT FOR PUBLIC |
| | | | | | | | 2,813.54 | | | |
| | | | | ACCOUNT TOTAL | | | 2,813.54 | | | |
| 001201 | 541000 | | | BRICK,STONE,MORTAR,ETC. | | | | | | |
| 004284 | SOUTHERN PIPE & SUPP | 9370397-00 | 2402661 | 2024 7 | INV | P | 4,498.00 | 043024 | 302731 | 18" DRAINAGE PIPE |
| 004284 | SOUTHERN PIPE & SUPP | 9372557-00 | 2402673 | 2024 7 | INV | P | 3,990.00 | 043024 | 302731 | 18" DRAINAGE PIPE |
| | | | | | | | 8,488.00 | | | |
| | | | | ACCOUNT TOTAL | | | 8,488.00 | | | |
| 001201 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 002101 | AMERICAN APPLIANCE & | 26651 | 2402866 | 2024 7 | INV | P | 137.00 | 043024 | 302484 | RELAY SWITCH FOR IC |
| 002492 | CLEMTS HARDWARE | 132035 | 2402907 | 2024 7 | INV | P | 195.96 | 043024 | 302528 | 5 GL WATER COOLERS |
| 002795 | FASTENAL COMPANY | MSHAT241461 | 2402324 | 2024 7 | INV | P | 270.00 | 043024 | 302562 | PART #32117 1/4 X 3 |
| 004256 | SOLAR SUPPLY INC | 3476877 | 2402876 | 2024 7 | INV | P | 500.00 | 043024 | 302723 | WINDOW A/C UNIT/LOW |
| 004256 | SOLAR SUPPLY INC | 3476934 | 2402864 | 2024 7 | INV | P | 13.54 | 043024 | 302724 | MATERIAL FOR REPAIR |
| | | | | | | | 513.54 | | | |
| 004284 | SOUTHERN PIPE & SUPP | 9372560-00 | 2402671 | 2024 7 | INV | P | 1,489.00 | 043024 | 302731 | 10" DRAINAGE PIPE |
| 004634 | WHEELER'S JANITORIAL | 163461 | 2402140 | 2024 7 | INV | P | 511.00 | 043024 | 302763 | BLACK CAN LINERS |
| | | | | ACCOUNT TOTAL | | | 3,116.50 | | | |
| 001201 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002166 | AUTO ARMATURE SERVIC | 02784 | 2402759 | 2024 7 | INV | P | 209.95 | 043024 | 302496 | UNIT 13175 BATTERY |
| 002166 | AUTO ARMATURE SERVIC | 02824 | 2402911 | 2024 7 | INV | P | 229.95 | 043024 | 302496 | UNIT 1 STARTER FOR |
| 002166 | AUTO ARMATURE SERVIC | 02825 | 2402804 | 2024 7 | INV | P | 189.95 | 043024 | 302496 | UNIT 21691 BATTERY |
| | | | | | | | 629.85 | | | |
| 003843 | PARISH TRACTOR (HATT | P15421 | 2402768 | 2024 7 | INV | P | 58.10 | 043024 | 302676 | UNIT 16723 TRACTOR |
| 003986 | PUCKETT MACHINERY CO | P05C5789594 | 2402657 | 2024 7 | INV | P | 228.45 | 043024 | 302692 | UNIT 14956 REPAIR |
| | | | | ACCOUNT TOTAL | | | 916.40 | | | |
| 001201 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002294 | BOURNE BROTHERS PRIN | 92169 | 2402556 | 2024 7 | INV | P | 95.00 | 043024 | 302505 | DECALS FOR UNIT 222 |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003185 | INNOVATIVE SERVICE S | 20240046 | 2402653 | 2024 7 | INV | P | 1,060.00 | 043024 | 302600 | SEMI-ANNUAL AED MAI |
| 003331 | KINSEY WELDING | 5060 | 0 | 2024 7 | INV | P | 500.00 | 043024 | 302620 | CUT MATERIALS & BUI |
| 047034 | BUGZ LAWN CARE | 23 | 0 | 2024 7 | INV | P | 1,200.00 | 043024 | 302511 | LANSCAPE MAINTENANC |
| 048676 | PROCARE LANDS | 25 | 0 | 2024 7 | INV | P | 6,000.00 | 043024 | 302688 | MAINTENANCE OF CLAS |
| 048836 | PAYTON, RAY A. | 27 | 0 | 2024 7 | INV | P | 5,750.00 | 043024 | 302679 | WEEKLY MAINTENANCE |
| 048966 | MARTINEZ DAVID J | 129 | 0 | 2024 7 | INV | P | 10,000.00 | 043024 | 302635 | WEEKLY MAINTENANCE |
| 048966 | MARTINEZ DAVID J | 130 | 0 | 2024 7 | INV | P | 2,000.00 | 043024 | 302635 | WEEKLY MAINTENANCE |
| | | | | | | | 12,000.00 | | | |
| | | | | ACCOUNT TOTAL | | | 26,605.00 | | | |
| 001201 | 612000 | | | FREIGHT | | | | | | |
| 002101 | AMERICAN APPLIANCE & | 26651 | 2402866 | 2024 7 | INV | P | 25.00 | 043024 | 302484 | RELAY SWITCH FOR IC |
| | | | | ACCOUNT TOTAL | | | 25.00 | | | |
| 001201 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4189508684 | 0 | 2024 7 | INV | P | 35.92 | 043024 | 302524 | SC8200044758 P.W. U |
| 002471 | CINTAS CORPORATION # | 4189508688 | 0 | 2024 7 | INV | P | 44.76 | 043024 | 302524 | SC8200044758 F S & |
| 002471 | CINTAS CORPORATION # | 4189509009 | 0 | 2024 7 | INV | P | 48.46 | 043024 | 302524 | SC8200044758 STREET |
| 002471 | CINTAS CORPORATION # | 4189509048 | 0 | 2024 7 | INV | P | 190.54 | 043024 | 302523 | SC8200044758 HEALTH |
| 002471 | CINTAS CORPORATION # | 4189509096 | 0 | 2024 7 | INV | P | 30.22 | 043024 | 302525 | SC8200044758 PUBLIC |
| 002471 | CINTAS CORPORATION # | 4190222871 | 0 | 2024 7 | INV | P | 923.98 | 043024 | 302523 | SC 8200044758 -PW U |
| 002471 | CINTAS CORPORATION # | 4190222935 | 0 | 2024 7 | INV | P | 44.76 | 043024 | 302524 | SC 8200044758 -G S |
| 002471 | CINTAS CORPORATION # | 4190223184 | 0 | 2024 7 | INV | P | 48.46 | 043024 | 302524 | SC 8200044758 -STRE |
| 002471 | CINTAS CORPORATION # | 4190223256 | 0 | 2024 7 | INV | P | 30.22 | 043024 | 302525 | SC8200044758- MOP/M |
| 002471 | CINTAS CORPORATION # | 4190223400 | 0 | 2024 7 | INV | P | 378.25 | 043024 | 302523 | SC 8200044758-HEALT |
| | | | | | | | 1,775.57 | | | |
| | | | | ACCOUNT TOTAL | | | 1,775.57 | | | |
| | | | | ORG 001201 TOTAL | | | 43,740.01 | | | |
| 001202 | | | STREET LIGHTS | | | | | | | |
| 001202 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024 12 APR | 0 | 2024 7 | INV | P | 51.87 | 043024 | 302652 | MISSISSIPPI POWER-1 |
| 003700 | MS POWER COMPANY | E2024-04.03.24B | 0 | 2024 7 | INV | P | 51.40 | 043024 | 302647 | 807 TUSCAN AVE |
| 003700 | MS POWER COMPANY | E2024-04.04.24 | 0 | 2024 7 | INV | P | 152.75 | 043024 | 302648 | MS POWER VARIOUS |
| 003700 | MS POWER COMPANY | E2024-10 APRL | 0 | 2024 7 | INV | P | 50.15 | 043024 | 302651 | MISSISSIPPI POWER-6 |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 101,882.11 | 043024 | 302655 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-4.22.24B | 0 | 2024 7 | INV | P | 53.30 | 043024 | 302658 | MISSISSIPPI POWER-5 |
| 003700 | MS POWER COMPANY | E2024-4.8.2024 | 0 | 2024 7 | INV | P | 101.55 | 043024 | 302649 | MS POWER VARIOUS SE |
| 003700 | MS POWER COMPANY | E2024-4/12/24B | 0 | 2024 7 | INV | P | 50.69 | 043024 | 302653 | MISSISSIPPI POWER-2 |
| 003700 | MS POWER COMPANY | E2024-4/19 | 0 | 2024 7 | INV | P | 151.58 | 043024 | 302656 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 2,362.77 | 043024 | 302650 | MISSISSIPPI POWER-V |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 104,908.17 | | | |
| 003873 | PEARL RIVER VALLEY E | 2024-04.05.24 | 0 | 2024 7 | INV | P | 47.97 | 043024 | 302681 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E | 2024-4/4/24B | 0 | 2024 7 | INV | P | 1,363.08 | 043024 | 302681 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E | UTF#2024-26-MAR | 0 | 2024 7 | INV | P | 2,685.57 | 043024 | 302681 | PRVEPA VARIOUS |
| | | | | | | | 4,096.62 | | | |
| 004282 | SOUTHERN PINE ELECTR | E2024-04.03.24 | 0 | 2024 7 | INV | P | 69.67 | 043024 | 302730 | CAMERA POLE HWY 49 |
| 004282 | SOUTHERN PINE ELECTR | E2024-04.16 | 0 | 2024 7 | INV | P | 86.35 | 043024 | 302730 | SOUTHERN PINE ELECT |
| | | | | | | | 156.02 | | | |
| | | | | ACCOUNT TOTAL | | | 109,160.81 | | | |
| | | | | ORG 001202 TOTAL | | | 109,160.81 | | | |
| 001203 | | ENGR/PUBLIC SER | | | | | | | | |
| 001203 | 606000 | TELEPHONE AND TELEGRAPH | | | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 137.18 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 137.18 | | | |
| 001203 | 630500 | ELECTRICITY | | | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 485.07 | 043024 | 302655 | MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 485.07 | | | |
| 001203 | 638400 | MOTOR VEHICLE EQ. R&M | | | | | | | | |
| 002815 | FIRESTONE COMPLETE A | 276987 | 2402793 | 2024 7 | INV | P | 99.57 | 043024 | 302565 | REPAIR FLAT & BAL 5 |
| | | | | ACCOUNT TOTAL | | | 99.57 | | | |
| 001203 | 639400 | DISINFECT./EXTERMINATION | | | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2268664 | 0 | 2024 7 | INV | P | 355.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272262 | 0 | 2024 7 | INV | P | 55.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| | | | | | | | 410.00 | | | |
| | | | | ACCOUNT TOTAL | | | 410.00 | | | |
| | | | | ORG 001203 TOTAL | | | 1,131.82 | | | |
| 001204 | | SHOP DIVISION | | | | | | | | |
| 001204 | 559000 | OTHER OPERATING MATL/SPLY | | | | | | | | |
| 048827 | CARQUEST | 14758-36498 | 2402901 | 2024 7 | INV | P | 19.90 | 043024 | 302517 | TOOL FOR PW SHOP |
| | | | | ACCOUNT TOTAL | | | 19.90 | | | |
| 001204 | 630500 | ELECTRICITY | | | | | | | | |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 1,784.55 | 043024 | 302650 | MISSISSIPPI POWER-V |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | ACCOUNT TOTAL 1,784.55 | | | |
| 001204 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4189508841 | 0 | 2024 7 | INV | P | 69.18 | 043024 | 302524 | UNIFORM RENTAL/PW S |
| 002471 | CINTAS CORPORATION # | 4190223120 | 0 | 2024 7 | INV | P | 71.93 | 043024 | 302524 | UNIFORM RENTAL/PW S |
| | | | | | | | 141.11 | | | |
| | | | | | | | ACCOUNT TOTAL 141.11 | | | |
| | | | | | | | ORG 001204 TOTAL 1,945.56 | | | |
| 001205 | | | G O & F S DIV. | | | | | | | |
| 001205 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 75.43 | 043024 | 302655 | MISSISSIPPI POWER-V |
| | | | | | | | ACCOUNT TOTAL 75.43 | | | |
| 001205 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2272267 | 0 | 2024 7 | INV | P | 250.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| | | | | | | | ACCOUNT TOTAL 250.00 | | | |
| | | | | | | | ORG 001205 TOTAL 325.43 | | | |
| 001207 | | | CONSTRUCTION | | | | | | | |
| 001207 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 002714 | ECONOMY SUPPLY CO | 120532 | 2402674 | 2024 7 | INV | P | 69.80 | 043024 | 302550 | TOOLS FOR CARPENTER |
| 002714 | ECONOMY SUPPLY CO | 120953 | 2402883 | 2024 7 | INV | P | 35.40 | 043024 | 302550 | STOCK OF CAULKING F |
| | | | | | | | 105.20 | | | |
| 002795 | FASTENAL COMPANY | MSHAT241792 | 2402912 | 2024 7 | INV | P | 10.44 | 043024 | 302562 | TOOL FOR CONST DEPT |
| | | | | | | | ACCOUNT TOTAL 115.64 | | | |
| 001207 | 560000 | | | BUILDING MATERIALS & SPLY | | | | | | |
| 002883 | GARNER LUMLEY ELECTR | 608818 | 2402762 | 2024 7 | INV | P | 85.31 | 043024 | 302572 | TOOLS FOR ELECTRICI |
| | | | | | | | ACCOUNT TOTAL 85.31 | | | |
| 001207 | 560500 | | | ELECTRICAL SUPPLIES | | | | | | |
| 002883 | GARNER LUMLEY ELECTR | 608818 | 2402762 | 2024 7 | INV | P | 224.91 | 043024 | 302572 | TOOLS FOR ELECTRICI |
| 002901 | GILKEY ELECTRIC SUPP | 389865 | 2402761 | 2024 7 | INV | P | 60.96 | 043024 | 302573 | METER CLAMP ON/CONS |
| | | | | | | | ACCOUNT TOTAL 285.87 | | | |
| 001207 | 565000 | | | PAINT AND PAINTING SPLY. | | | | | | |
| 004176 | SHERWIN-WILLIAMS COM | 6087-8 | 2402679 | 2024 7 | INV | P | 91.08 | 043024 | 302716 | CEILING PAINT STOCK |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | ACCOUNT TOTAL | 91.08 | | |
| 001207 | 570000 | | | | | | MTR VEHICLE REP. PTS/SPL | | | |
| 048827 | CARQUEST | 14758-36053 | 2402701 | 2024 7 | INV | P | 37.98 | 043024 | 302517 | HEADLIGHTS FOR UNIT |
| | | | | | | | ACCOUNT TOTAL | 37.98 | | |
| 001207 | 599000 | | | | | | OTHER REPAIR/MAINT. SPL. | | | |
| 048827 | CARQUEST | 14758-36189 | 2402752 | 2024 7 | INV | P | 959.00 | 043024 | 302517 | PRESSURE WASHER PUM |
| | | | | | | | ACCOUNT TOTAL | 959.00 | | |
| 001207 | 604900 | | | | | | OTHER PROFESSIONAL SERV. | | | |
| 002523 | COMCAST CABLEVISION | APR/22-MAY-21 | 0 | 2024 7 | INV | P | 146.35 | 043024 | 302532 | COMCAST BUSINESS-CI |
| | | | | | | | ACCOUNT TOTAL | 146.35 | | |
| 001207 | 606000 | | | | | | TELEPHONE AND TELEGRAPH | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 59.72 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | | | | ACCOUNT TOTAL | 59.72 | | |
| 001207 | 639100 | | | | | | DOWNTOWN LIGHTS R&M | | | |
| 002901 | GILKEY ELECTRIC SUPP | 388485 | 2402334 | 2024 7 | INV | P | 45.60 | 043024 | 302573 | LIGHTING REPAIR PAR |
| 002901 | GILKEY ELECTRIC SUPP | 388571 | 2402503 | 2024 7 | INV | P | 15.30 | 043024 | 302573 | LIGHTING REPAIR PAR |
| 002901 | GILKEY ELECTRIC SUPP | 388742 | 2402502 | 2024 7 | INV | P | 1,012.26 | 043024 | 302573 | LIGHTING REPAIR PAR |
| 002901 | GILKEY ELECTRIC SUPP | 388978 | 2402501 | 2024 7 | INV | P | 187.60 | 043024 | 302573 | LIGHTING REPAIR PAR |
| | | | | | | | 1,260.76 | | | |
| | | | | | | | ACCOUNT TOTAL | 1,260.76 | | |
| 001207 | 643000 | | | | | | UNIFORM RENT | | | |
| 002471 | CINTAS CORPORATION # | 4189508787 | 0 | 2024 7 | INV | P | 79.99 | 043024 | 302524 | UNIFORM RENTAL/CONS |
| 002471 | CINTAS CORPORATION # | 4190222965 | 0 | 2024 7 | INV | P | 79.99 | 043024 | 302524 | UNIFORM RENTAL/CONS |
| | | | | | | | 159.98 | | | |
| | | | | | | | ACCOUNT TOTAL | 159.98 | | |
| | | | | | | | ORG 001207 TOTAL | 3,201.69 | | |
| 001220 | | | SANITATION DIV. | | | | | | | |
| 001220 | 559001 | | | | | | OTHER OPERATING SPLY-RECYCLING | | | |
| 003053 | H'BURG COCA COLA BOT | 41032910007 | 2402987 | 2024 7 | INV | P | 390.00 | 043024 | 302582 | WATER/POWER AID FOR |
| 003295 | JUST PROMOS USA | 2240309 | 2402262 | 2024 7 | INV | P | 2,113.00 | 043024 | 302615 | PROMOTIONAL ITEM /P |
| 004011 | RECYCLING PROMOTIONS | 20243054 | 2402252 | 2024 7 | INV | P | 2,165.88 | 043024 | 302697 | PROMOTIONAL ITEM /P |
| | | | | | | | ACCOUNT TOTAL | 4,668.88 | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001220 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 002169 | AUTOMOTIVE GLASS SPE | 1261253 | 2402667 | 2024 7 | INV | P | 380.00 | 043024 | 302498 | UNIT 22072 BACK WIN |
| 002739 | EMPIRE TRUCK SALES | RE006039288:01 | 2402672 | 2024 7 | INV | P | 3,706.11 | 043024 | 302556 | REPAIRS TO UNIT 200 |
| 002739 | EMPIRE TRUCK SALES | RE006039288;02 | 2402930 | 2024 7 | INV | P | 4,435.68 | 043024 | 302556 | REPAIRS TO UNIT#200 |
| 002739 | EMPIRE TRUCK SALES | RE006039358:01 | 2402837 | 2024 7 | INV | P | 780.90 | 043024 | 302556 | REPAIRS TO UNIT#219 |
| | | | | | | | 8,922.69 | | | |
| | | | | ACCOUNT TOTAL | | | 9,302.69 | | | |
| 001220 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 123.44 | 043024 | 302495 | MB#2016-287/WIRELES |
| 002535 | COMSOUTH | 206480 | 0 | 2024 7 | INV | P | 15.00 | 043024 | 302534 | PORTABLE ANTENNA SA |
| 003681 | MS FIRE & SAFETY OF | 91606 | 0 | 2024 7 | INV | P | 833.00 | 043024 | 302646 | FIRE EXTINGISHERS S |
| | | | | ACCOUNT TOTAL | | | 971.44 | | | |
| 001220 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 475.66 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 475.66 | | | |
| 001220 | 638400 | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 002035 | AAMCO TRANSMISSION ( | I146554 | 2402386 | 2024 7 | INV | P | 4,270.17 | 043024 | 302475 | UNIT 20596 REPAIR |
| 002739 | EMPIRE TRUCK SALES | RE00603929:01 | 2402885 | 2024 7 | INV | P | 5,530.46 | 043024 | 302556 | TEAR DOWN AND REPAI |
| | | | | ACCOUNT TOTAL | | | 9,800.63 | | | |
| 001220 | 639800 | | | TOW IN CHARGES | | | | | | |
| 003253 | JOHNNY'S WRECKER SER | 48621 | 0 | 2024 7 | INV | P | 350.00 | 043024 | 302612 | TOWING UNIT 20072 L |
| 003253 | JOHNNY'S WRECKER SER | 48646 | 0 | 2024 7 | INV | P | 450.00 | 043024 | 302612 | TOWING SERVICE FOR |
| | | | | | | | 800.00 | | | |
| | | | | ACCOUNT TOTAL | | | 800.00 | | | |
| 001220 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4189509177 | 0 | 2024 7 | INV | P | 216.64 | 043024 | 302523 | UNIFORMS SC 8200044 |
| 002471 | CINTAS CORPORATION # | 4190223436 | 0 | 2024 7 | INV | P | 219.39 | 043024 | 302523 | UNIFORMS SC 8200044 |
| | | | | | | | 436.03 | | | |
| | | | | ACCOUNT TOTAL | | | 436.03 | | | |
| 001220 | 643500 | | | MOP-MAT-RAG RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4189508573 | 0 | 2024 7 | INV | P | 53.98 | 043024 | 302524 | MATS SC 82000447758 |
| 002471 | CINTAS CORPORATION # | 419022740 | 0 | 2024 7 | INV | P | 53.98 | 043024 | 302524 | MATS & RUGS WSC 820 |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 107.96 | | | |
| 002472 | CINTAS FIRST AID J71 | 5206040630 | 2402789 | 2024 7 | INV | P | 192.71 | 043024 | 302526 | SAFETY GLOVES SNITA |
| 002472 | CINTAS FIRST AID J71 | 5206040665 | 2402784 | 2024 7 | INV | P | 33.24 | 043024 | 302526 | FIRST AID KIT SANIT |
| | | | | | | | 225.95 | | | |
| | | | | ACCOUNT TOTAL | | | 333.91 | | | |
| 001220 | 688000 | | | TIPPING FEES | | | | | | |
| 004591 | WASTE MANAGEMENT OF | 0014029-2526-5 | 0 | 2024 7 | INV | P | 4,169.61 | 043024 | 302758 | SANIT RUBBISH DISP. |
| | | | | ACCOUNT TOTAL | | | 4,169.61 | | | |
| | | | | ORG 001220 TOTAL | | | 30,958.85 | | | |
| 001260 | | | ANIMAL CONTROL | | | | | | | |
| 001260 | 699900 | | | SERVICES NOT SPECIFIED | | | | | | |
| 050467 | ALL ANIMAL CLINIC | 171511 | 0 | 2024 7 | INV | P | 2,589.74 | 043024 | 302481 | VET VISIT FOR ANIMA |
| | | | | ACCOUNT TOTAL | | | 2,589.74 | | | |
| | | | | ORG 001260 TOTAL | | | 2,589.74 | | | |
| 001402 | | | ECONOMIC DEV. | | | | | | | |
| 001402 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 003764 | NEEL-SCHAFFER INC | 1095323 | 0 | 2024 7 | INV | P | 5,000.00 | 043024 | 302668 | LARRY DOLEAC BASEBA |
| 003764 | NEEL-SCHAFFER INC | 1096121 | 0 | 2024 7 | INV | P | 19,226.60 | 043024 | 302668 | MB 2022-387 SAFETY |
| | | | | | | | 24,226.60 | | | |
| 004609 | WEBBS PAINT COMPANY | 098943 | 2402760 | 2024 7 | INV | P | 4,950.00 | 043024 | 302761 | PAINTER'S LABOR - P |
| | | | | ACCOUNT TOTAL | | | 29,176.60 | | | |
| 001402 | 682001 | | | FCIPC/AREA DEV. PRTNRSHIP | | | | | | |
| 001034 | CITY OF HATTIESBURG | 087001.3456 6/24 | 0 | 2024 7 | INV | P | 81,250.00 | 043024 | 302527 | CONTRIBUTION QE 6/3 |
| | | | | ACCOUNT TOTAL | | | 81,250.00 | | | |
| 001402 | 723031 | | | PCS ROADWAY IMPROVEMENTS | | | | | | |
| 003764 | NEEL-SCHAFFER INC | 1095305 | 0 | 2024 7 | INV | P | 6,848.35 | 043024 | 302668 | MB 2011-4/307 PCS S |
| | | | | ACCOUNT TOTAL | | | 6,848.35 | | | |
| 001402 | 790100 | | | MISCELANEOUS CAP PROJECTS | | | | | | |
| 004176 | SHERWIN-WILLIAMS COM | 6424-3 | 2402473 | 2024 7 | INV | P | 819.07 | 043024 | 302716 | PAINT SUPPIES FOR C |
| | | | | ACCOUNT TOTAL | | | 819.07 | | | |
| | | | | ORG 001402 TOTAL | | | 118,094.02 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 001551 | | | AIRPORT DIV. | | | | | | | |
| 001551 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 1,343.04 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 1,343.04 | | | |
| 001551 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2268661 | 0 | 2024 7 | INV | P | 300.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272269 | 0 | 2024 7 | INV | P | 45.00 | 043024 | 302593 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272270 | 0 | 2024 7 | INV | P | 45.00 | 043024 | 302593 | HAVARD PEST CONTROL |
| | | | | | | | 390.00 | | | |
| | | | | ACCOUNT TOTAL | | | 390.00 | | | |
| | | | | ORG 001551 TOTAL | | | 1,733.04 | | | |
| 001553 | | | CEMETERY DIV | | | | | | | |
| 001553 | 502000 | | | MINOR OFFICE EQUIP/FURN. | | | | | | |
| 003825 | OWENS BUSINESS MACHI | 489840 | 0 | 2024 7 | INV | P | 38.66 | 043024 | 302674 | COPIER MAINTANCE CO |
| 004575 | WALMART STORES INC | 635162259 | 0 | 2024 7 | INV | P | 89.91 | 043024 | 302755 | WALMART: REF:PO# 24 |
| 004575 | WALMART STORES INC | 635250041 | 0 | 2024 7 | INV | P | 96.20 | 043024 | 302755 | WALMART- REF: PO# 2 |
| | | | | | | | 186.11 | | | |
| | | | | ACCOUNT TOTAL | | | 224.77 | | | |
| 001553 | 541500 | | | SAND,CLAY,GRVL,FILL DIRT | | | | | | |
| 002359 | BURGE EXCAVATING & G | 2114 | 2402870 | 2024 7 | INV | P | 650.00 | 043024 | 302512 | SAND, CLAY GRAVAL, |
| | | | | ACCOUNT TOTAL | | | 650.00 | | | |
| 001553 | 544000 | | | HORT./LANDSCAPING SPLY. | | | | | | |
| 003717 | MS TURF | 265184 | 2402946 | 2024 7 | INV | P | 270.00 | 043024 | 302663 | SAND, CLAY GRAVAL, |
| 003717 | MS TURF | 274943 | 2402830 | 2024 7 | INV | P | 270.00 | 043024 | 302663 | SAND, CLAY GRAVAL, |
| | | | | | | | 540.00 | | | |
| | | | | ACCOUNT TOTAL | | | 540.00 | | | |
| 001553 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 003053 | H'BURG COCA COLA BOT | 40690986008 | 2402670 | 2024 7 | INV | P | 170.00 | 043024 | 302582 | OTHER OPERATING MAT |
| | | | | ACCOUNT TOTAL | | | 170.00 | | | |
| 001553 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 003898 | PHILLIPS CAR CARE CE | 00420 | 0 | 2024 7 | INV | P | 99.00 | 043024 | 302682 | REPLACED HEATER HOS |
| 004297 | SOUTHERN TIRE MART ( | 2520151017 | 2402843 | 2024 7 | INV | P | 404.00 | 043024 | 302732 | UNIT#2011 MOTOR VEH |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 048827 | CARQUEST | 14758-36210 | 2402790 | 2024 7 | INV | P | 288.28 | 043024 | 302517 | MOTOR VEHICLE REPAI |
| 048827 | CARQUEST | 14758-36215 | 2402792 | 2024 7 | INV | P | 100.64 | 043024 | 302517 | PER 81630 PX UL |
| | | | | | | | 388.92 | | | |
| | | | | ACCOUNT TOTAL | | | 891.92 | | | |
| 001553 | 575500 | | | AGRICLTRL REPAIR PTS/SPL | | | | | | |
| 002083 | ALLBRITTON CHAIN SAW | 102635 | 2402706 | 2024 7 | INV | P | 284.04 | 043024 | 302482 | AGRICLTRL PARTS & S |
| 002083 | ALLBRITTON CHAIN SAW | 103079 | 2402926 | 2024 7 | INV | P | 14.08 | 043024 | 302482 | AGRICLTRL PARTS & S |
| | | | | | | | 298.12 | | | |
| 002304 | BRACKMAN MOWER WAREH | 50710 | 2402929 | 2024 7 | INV | P | 65.00 | 043024 | 302506 | REPAIR PART FOR UNI |
| 003034 | HATTIESBURG HYDRAULI | 104788 | 2402460 | 2024 7 | INV | P | 2,410.67 | 043024 | 302590 | UNIT #21141 REPAIR |
| 004297 | SOUTHERN TIRE MART ( | 2520151447 | 2402928 | 2024 7 | INV | P | 674.28 | 043024 | 302732 | AGRICLTRL PARTS & S |
| 004544 | VERMEER MIDSOUTH INC | 00347909 | 2401898 | 2024 7 | INV | P | 552.63 | 043024 | 302754 | CHIPPER BLADE; URBA |
| 048827 | CARQUEST | 14758-36298 | 2402831 | 2024 7 | INV | P | 38.97 | 043024 | 302517 | DIESEL EXHAUST FLUI |
| 048827 | CARQUEST | 14758-36626 | 2403029 | 2024 7 | INV | P | 164.99 | 043024 | 302517 | BATTERY FOR UNIT # |
| | | | | | | | 203.96 | | | |
| | | | | ACCOUNT TOTAL | | | 4,204.66 | | | |
| 001553 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 58.72 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 58.72 | | | |
| 001553 | 612000 | | | FREIGHT | | | | | | |
| 002083 | ALLBRITTON CHAIN SAW | 103079 | 2402926 | 2024 7 | INV | P | 20.00 | 043024 | 302482 | AGRICLTRL PARTS & S |
| | | | | ACCOUNT TOTAL | | | 20.00 | | | |
| 001553 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 363.41 | 043024 | 302655 | MISSISSIPPI POWER-V |
| 003873 | PEARL RIVER VALLEY E | UTF#2024-26-MAR | 0 | 2024 7 | INV | P | 38.39 | 043024 | 302681 | PRVEPA VARIOUS |
| | | | | ACCOUNT TOTAL | | | 401.80 | | | |
| 001553 | 638400 | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 003898 | PHILLIPS CAR CARE CE | 00284 | 2402872 | 2024 7 | INV | P | 1,118.00 | 043024 | 302682 | REPAIR PARTS FOR UN |
| | | | | ACCOUNT TOTAL | | | 1,118.00 | | | |
| 001553 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2272279 | 0 | 2024 7 | INV | P | 40.00 | 043024 | 302593 | HAVARD PEST CONTROL |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003040 | HAVARD PEST CONTROL | 2272280 | 0 | 2024 7 | INV | P | 60.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| | | | | | | | 100.00 | | | |
| | | | | ACCOUNT TOTAL | | | 100.00 | | | |
| 001553 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188879916 | 0 | 2024 7 | INV | P | 65.63 | 043024 | 302524 | ST CONT#8200044758 |
| | | | | ACCOUNT TOTAL | | | 65.63 | | | |
| 001553 | 643500 | | | MOP-MAT-RAG RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188879915 | 0 | 2024 7 | INV | P | 33.37 | 043024 | 302525 | ST CONT# 8200044758 |
| 002471 | CINTAS CORPORATION # | 4189512455 | 0 | 2024 7 | INV | P | 33.37 | 043024 | 302524 | ST. CONT# 820004475 |
| 002471 | CINTAS CORPORATION # | 4190226980 | 0 | 2024 7 | INV | P | 33.37 | 043024 | 302525 | ST. CONT# 820004475 |
| | | | | | | | 100.11 | | | |
| | | | | ACCOUNT TOTAL | | | 100.11 | | | |
| 001553 | 704500 | | | SITE IMPROVEMENT | | | | | | |
| 002256 | BILL'S PLUMBING CO | 44485 | 2402811 | 2024 7 | INV | P | 3,380.00 | 043024 | 302503 | SITE IMPROVEMENT/34 |
| | | | | ACCOUNT TOTAL | | | 3,380.00 | | | |
| | | | | ORG 001553 TOTAL | | | 11,925.61 | | | |
| 001560 | | | PARKING OPER. | | | | | | | |
| 001560 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 1,251.75 | 043024 | 302655 | MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 1,251.75 | | | |
| 001560 | 640200 | | | PARKING GARAGE/LOT RENT | | | | | | |
| 003789 | NORFOLK SOUTHERN COR | 93637941 | 0 | 2024 7 | INV | P | 2,406.15 | 043024 | 302671 | MONTHLY LEASE OF MI |
| | | | | ACCOUNT TOTAL | | | 2,406.15 | | | |
| | | | | ORG 001560 TOTAL | | | 3,657.90 | | | |
| | FUND 001 REVENUES | | | | TOTAL: | | 729,674.25 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 002300 | | | PKS/REC-RECREATION MAINT. DIV. | | | | | | | |
| 002300 | 510000 | | CLEANING/JANITORIAL SPLY | | | | | | | |
| 003810 | OFFICE PRODUCTS PLUS | 10552300 | 2402939 | 2024 7 | INV | P | 128.39 | 043024 | 302673 | PR GROUNDS-JANITORI |
| 048909 | BRADY COMPANIES, LLC | 8725960 | 2402387 | 2024 7 | INV | P | 244.39 | 043024 | 302507 | PR GROUNDS-JANITORI |
| | | | ACCOUNT TOTAL | | | | 372.78 | | | |
| 002300 | 525500 | | LUBRICANTS | | | | | | | |
| 002304 | BRACKMAN MOWER WAREH | 50911 | 2402967 | 2024 7 | INV | P | 668.16 | 043024 | 302506 | P&R GROUNDS-SUPPLIE |
| | | | ACCOUNT TOTAL | | | | 668.16 | | | |
| 002300 | 541500 | | SAND,CLAY,GRVL,FILL DIRT | | | | | | | |
| 049748 | MCCAY JOHN REID | 8370 | 2401593 | 2024 7 | INV | P | 340.00 | 043024 | 302639 | P&R GROUNDS-TOPSOIL |
| | | | ACCOUNT TOTAL | | | | 340.00 | | | |
| 002300 | 544000 | | HORT./LANDSCAPING SPLY. | | | | | | | |
| 004279 | SOUTHERN MS PINE STR | 14464 | 2402776 | 2024 7 | INV | P | 1,350.00 | 043024 | 302729 | PR GROUNDS-PINE STR |
| | | | ACCOUNT TOTAL | | | | 1,350.00 | | | |
| 002300 | 546000 | | MINOR EQUIPMENT | | | | | | | |
| 002492 | CLEMTS HARDWARE | 132001 | 2402809 | 2024 7 | INV | P | 16.99 | 043024 | 302528 | PR GROUNDS-CABLE TI |
| 002714 | ECONOMY SUPPLY CO | 121487 | 2403041 | 2024 7 | INV | P | 18.95 | 043024 | 302550 | PR GROUNDS-SCREEN D |
| | | | ACCOUNT TOTAL | | | | 35.94 | | | |
| 002300 | 551000 | | RECREATIONAL SUPPLIES | | | | | | | |
| 002492 | CLEMTS HARDWARE | 131716 | 2401852 | 2024 7 | INV | P | 27.98 | 043024 | 302528 | P&R GROUNDS-RECREAT |
| 002492 | CLEMTS HARDWARE | 131760 | 2401982 | 2024 7 | INV | P | 301.86 | 043024 | 302528 | P&R GROUNDS- SUPPLI |
| | | | | | | | 329.84 | | | |
| | | | ACCOUNT TOTAL | | | | 329.84 | | | |
| 002300 | 559000 | | OTHER OPERATING MATL/SPLY | | | | | | | |
| 002714 | ECONOMY SUPPLY CO | 120664 | 2402806 | 2024 7 | INV | P | 59.95 | 043024 | 302550 | P&R GROUNDS- CHAIN |
| 002883 | GARNER LUMLEY ELECTR | 608940 | 2402944 | 2024 7 | INV | P | 62.86 | 043024 | 302572 | PR GROUNDS-SUPPLIES |
| | | | ACCOUNT TOTAL | | | | 122.81 | | | |
| 002300 | 560500 | | ELECTRICAL SUPPLIES | | | | | | | |
| 002883 | GARNER LUMLEY ELECTR | 608634 | 2402777 | 2024 7 | INV | P | 123.21 | 043024 | 302572 | P&R GROUNDS- 9TH ST |
| 002883 | GARNER LUMLEY ELECTR | 608854 | 2402902 | 2024 7 | INV | P | 163.21 | 043024 | 302572 | PR GROUNDS-ELECTRIC |
| | | | | | | | 286.42 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | ACCOUNT TOTAL | 286.42 | | |
| 002300 | 565000 | | | | | | PAINT AND PAINTING SPLY. | | | |
| 004176 | SHERWIN-WILLIAMS COM | TRANS#6531-5 | 2402033 | 2024 7 | INV | P | 39.83 | 043024 | 302716 | PAINT SUPPLIES&PAIN |
| 049595 | SITEONE LANDSCAPE | 138635929-002 | 2402270 | 2024 7 | INV | P | 1,792.80 | 043024 | 302720 | P&R GROUNDS- BALLFI |
| | | | | | | | ACCOUNT TOTAL | 1,832.63 | | |
| 002300 | 570000 | | | | | | MTR VEHICLE REP. PTS/SPL | | | |
| 003380 | LANCASTER'S MACHINE | 25696 | 2402787 | 2024 7 | INV | P | 160.00 | 043024 | 302624 | PR GROUNDS- EQUIPME |
| 004297 | SOUTHERN TIRE MART ( | 2520144632 | 2401682 | 2024 7 | INV | P | 183.65 | 043024 | 302732 | P&R GROUNDS- TRUCK |
| 004297 | SOUTHERN TIRE MART ( | 2520151562 | 2402968 | 2024 7 | INV | P | 220.13 | 043024 | 302732 | P&R GROUNDS- TRUCK |
| | | | | | | | 403.78 | | | |
| 004528 | UWOOD CO INC | 24292 | 2402788 | 2024 7 | INV | P | 74.99 | 043024 | 302752 | PR Grounds-TRAILER |
| 048827 | CARQUEST | 14758-35307 | 2402296 | 2024 7 | INV | P | 136.35 | 043024 | 302517 | P&R GROUNDS-TRUCK S |
| | | | | | | | ACCOUNT TOTAL | 775.12 | | |
| 002300 | 575500 | | | | | | AGRICLTRL REPAIR PTS/SPL | | | |
| 002304 | BRACKMAN MOWER WAREH | 49784 | 2402623 | 2024 7 | INV | P | 138.00 | 043024 | 302506 | P&R GROUNDS- AIR FI |
| 002304 | BRACKMAN MOWER WAREH | 49907 | 2402873 | 2024 7 | INV | P | 72.27 | 043024 | 302506 | P&R GROUNDS-MOWER R |
| 002304 | BRACKMAN MOWER WAREH | 50762 | 2402875 | 2024 7 | INV | P | 125.36 | 043024 | 302506 | P&R GROUNDS-CASTER |
| 002304 | BRACKMAN MOWER WAREH | 50910 | 2402941 | 2024 7 | INV | P | 388.02 | 043024 | 302506 | P&R GROUNDS- TRIMME |
| 002304 | BRACKMAN MOWER WAREH | 50911 | 2402967 | 2024 7 | INV | P | 442.10 | 043024 | 302506 | P&R GROUNDS-SUPPLIE |
| | | | | | | | 1,165.75 | | | |
| 050508 | SLOPE CARE, LLC | 3.5637 | 2402277 | 2024 7 | INV | P | 394.20 | 043024 | 302721 | P&R GROUNDS-SPIDER |
| 050508 | SLOPE CARE, LLC | 3.5638 | 2402276 | 2024 7 | INV | P | 180.52 | 043024 | 302721 | P&R GROUNDS-SPIDER |
| | | | | | | | 574.72 | | | |
| | | | | | | | ACCOUNT TOTAL | 1,740.47 | | |
| 002300 | 604900 | | | | | | OTHER PROFESSIONAL SERV. | | | |
| 003681 | MS FIRE & SAFETY OF | 91596 | 2402807 | 2024 7 | INV | P | 359.00 | 043024 | 302646 | P&R GROUNDS-SERVICE |
| | | | | | | | ACCOUNT TOTAL | 359.00 | | |
| 002300 | 606000 | | | | | | TELEPHONE AND TELEGRAPH | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 113.44 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | | | | ACCOUNT TOTAL | 113.44 | | |
| 002300 | 630500 | | | | | | ELECTRICITY | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 817.84 | 043024 | 302655 | MISSISSIPPI POWER-V |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | ACCOUNT TOTAL | 817.84 | | |
| 002300 | 635000 | | | | | | BUILDING R&M | | | |
| 004284 | SOUTHERN PIPE & SUPP | 9364353-00 | 2402682 | 2024 7 | INV | P | 1,335.39 | 043024 | 302731 | TATUM PARK OFFICE; |
| | | | | | | | ACCOUNT TOTAL | 1,335.39 | | |
| 002300 | 638000 | | | | | | FIXED EQUIPMENT R&M | | | |
| 003242 | JEFCOAT FENCE OF HAT | 0025255 | 2401946 | 2024 7 | INV | P | 4,995.00 | 043024 | 302608 | MATERIALS/LABOR BLA |
| | | | | | | | ACCOUNT TOTAL | 4,995.00 | | |
| 002300 | 638400 | | | | | | MOTOR VEHICLE EQ. R&M | | | |
| 004297 | SOUTHERN TIRE MART ( | 2520144632 | 2401682 | 2024 7 | INV | P | 70.95 | 043024 | 302732 | P&R GROUNDS- TRUCK |
| 004297 | SOUTHERN TIRE MART ( | 2520148029 | 2402298 | 2024 7 | INV | P | 19.95 | 043024 | 302732 | P&R GROUNDS- TRUCK |
| 004297 | SOUTHERN TIRE MART ( | 2520151562 | 2402968 | 2024 7 | INV | P | 8.00 | 043024 | 302732 | P&R GROUNDS- TRUCK |
| | | | | | | | 98.90 | | | |
| | | | | | | | ACCOUNT TOTAL | 98.90 | | |
| 002300 | 638700 | | | | | | AGRICULTURAL EQ. R&M | | | |
| 050508 | SLOPE CARE, LLC | 3.5638 | 2402276 | 2024 7 | INV | P | 49.00 | 043024 | 302721 | P&R GROUNDS-SPIDER |
| | | | | | | | ACCOUNT TOTAL | 49.00 | | |
| 002300 | 639400 | | | | | | DISINFECT./EXTERMINATION | | | |
| 002471 | CINTAS CORPORATION # | 5206040678 | 0 | 2024 7 | INV | P | 134.70 | 043024 | 302523 | PR GROUNDS SAFETY S |
| 003040 | HAVARD PEST CONTROL | 2268668 | 0 | 2024 7 | INV | P | 300.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272312 | 0 | 2024 7 | INV | P | 83.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| | | | | | | | 383.00 | | | |
| | | | | | | | ACCOUNT TOTAL | 517.70 | | |
| 002300 | 639600 | | | | | | SIGN PAINTING | | | |
| 004205 | SIGNS FIRST | INV88445 | 2402924 | 2024 7 | INV | P | 284.47 | 043024 | 302718 | PR GROUNDS-SUPPLIES |
| | | | | | | | ACCOUNT TOTAL | 284.47 | | |
| 002300 | 639900 | | | | | | OTHER REPAIRS AND MAINT. | | | |
| 003185 | INNOVATIVE SERVICE S | 20240050 | 2402649 | 2024 7 | INV | P | 435.00 | 043024 | 302600 | PR GROUNDS AED MAIN |
| | | | | | | | ACCOUNT TOTAL | 435.00 | | |
| 002300 | 643000 | | | | | | UNIFORM RENT | | | |
| 002471 | CINTAS CORPORATION # | 1904771702 | 0 | 2024 7 | INV | P | 100.00 | 043024 | 302523 | PR GROUNDS GLOVES R |
| 002471 | CINTAS CORPORATION # | 4189242966 | 0 | 2024 7 | INV | P | 315.48 | 043024 | 302523 | PR GROUNDS UNIFORM |
| 002471 | CINTAS CORPORATION # | 4189964013 | 0 | 2024 7 | INV | P | 31.81 | 043024 | 302525 | PR GROUNDS UNIFORM |
| 002471 | CINTAS CORPORATION # | 4189964472 | 0 | 2024 7 | INV | P | 348.35 | 043024 | 302523 | PR GROUNDS UNIFORM |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 795.64 | | | |
| | | | | ACCOUNT TOTAL | | | 795.64 | | | |
| 002300 | 644900 | | | OTHER RENT | | | | | | |
| 002071 | AIRGAS USA LLC (NORD | 5506832771 | 0 | 2024 7 | INV | P | 104.79 | 043024 | 302479 | PR GROUNDS-CYLINDER |
| 002471 | CINTAS CORPORATION # | 4189242313 | 0 | 2024 7 | INV | P | 31.81 | 043024 | 302525 | PR GROUNDS MAT RENT |
| | | | | ACCOUNT TOTAL | | | 136.60 | | | |
| 002300 | 699900 | | | SERVICES NOT SPECIFIED | | | | | | |
| 047187 | FOUR SEASONS LAWN | 17625 | 0 | 2024 7 | INV | P | 325.00 | 043024 | 302568 | P&R HARDY ST-LABOR |
| 047187 | FOUR SEASONS LAWN | 17897 | 0 | 2024 7 | INV | P | 650.00 | 043024 | 302568 | P&R HARDY ST-LABOR |
| 047187 | FOUR SEASONS LAWN | 2881 | 0 | 2024 7 | INV | P | 494.34 | 043024 | 302568 | 38TH AVE LABOR ONLY |
| | | | | | | | 1,469.34 | | | |
| 050384 | FOUR SEASONS ORNAMEN | 2685 | 0 | 2024 7 | INV | P | 374.50 | 043024 | 302569 | 38TH AVE LABOR ONLY |
| 050384 | FOUR SEASONS ORNAMEN | 2686 | 0 | 2024 7 | INV | P | 690.15 | 043024 | 302569 | HARDY ST-LABOR ONLY |
| 050384 | FOUR SEASONS ORNAMEN | 2687 | 0 | 2024 7 | INV | P | 214.00 | 043024 | 302569 | LAMAR BLVD LABOR ON |
| 050384 | FOUR SEASONS ORNAMEN | 2688 | 0 | 2024 7 | INV | P | 518.95 | 043024 | 302569 | ZOO BED AT HARDY ST |
| 050384 | FOUR SEASONS ORNAMEN | 2830 | 0 | 2024 7 | INV | P | 404.46 | 043024 | 302569 | HARDY ST LABOR ONLY |
| 050384 | FOUR SEASONS ORNAMEN | 2831 | 0 | 2024 7 | INV | P | 199.02 | 043024 | 302569 | ZOO BED AT HARDY ST |
| 050384 | FOUR SEASONS ORNAMEN | 2881 | 0 | 2024 7 | INV | P | 494.34 | 043024 | 302569 | 38TH AVE LABOR ONLY |
| | | | | | | | 2,895.42 | | | |
| | | | | ACCOUNT TOTAL | | | 4,364.76 | | | |
| 002300 | 729599 | | | MISC.OTHER IMPROVEMENTS | | | | | | |
| 003926 | PIONEER MANUFACTURIN | INV923657 | 2402543 | 2024 7 | INV | P | 3,598.00 | 043024 | 302686 | ATHLETICS; TEAM BEN |
| | | | | ACCOUNT TOTAL | | | 3,598.00 | | | |
| | | | | ORG 002300 TOTAL | | | 25,754.91 | | | |
| 002315 | | | | PKS/REC-REC.ADMIN/COM.REL. | | | | | | |
| 002315 | 551000 | | | RECREATIONAL SUPPLIES | | | | | | |
| 002107 | AMERICAN GRAPHICS | 18998 | 2402559 | 2024 7 | INV | P | 1,459.50 | 043024 | 302485 | TRACK TANKS FOR P&R |
| 004575 | WALMART STORES INC | 424095625070352 | 2402659 | 2024 7 | INV | P | 48.82 | 043024 | 302755 | WALMART CARD: SENSO |
| 004575 | WALMART STORES INC | 634026439 | 0 | 2024 7 | INV | P | 48.73 | 043024 | 302755 | WALMART- |
| | | | | | | | 97.55 | | | |
| | | | | ACCOUNT TOTAL | | | 1,557.05 | | | |
| 002315 | 603400 | | | OFFICIALS | | | | | | |
| 002540 | CONNER, TOBARRA | TBCON4414 | 0 | 2024 7 | INV | P | 120.00 | 043024 | 302535 | OFFICIAL ADULT BASK |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 002965 | GUTHRIE, JONI S | JG4232425 | 0 | 2024 7 | INV | P | 90.00 | 043024 | 302581 | SENIOR AEROBICS & D |
| 003313 | KETTLEY, ANNETTE | AKETT414 | 0 | 2024 7 | INV | P | 150.00 | 043024 | 302617 | OFFICIAL ADULT BASK |
| 003958 | POWELL, RANDY | RAPOW44416 | 0 | 2024 7 | INV | P | 360.00 | 043024 | 302687 | OFFICIAL ADULT BASK |
| 004432 | THOMPSON, JESSE | JESST414 | 0 | 2024 7 | INV | P | 100.00 | 043024 | 302747 | OFFICIAL ADULT BASK |
| 004432 | THOMPSON, JESSE | JEST421 | 0 | 2024 7 | INV | P | 75.00 | 043024 | 302747 | ADULT BASKETBALL GA |
| | | | | | | | 175.00 | | | |
| 047301 | FREDERICK NICHOLAS P | NP449 | 0 | 2024 7 | INV | P | 125.00 | 043024 | 302570 | OFFICIAL ADULT BASK |
| 048262 | THOMPSON MARQIEL O | MARQ414 | 0 | 2024 7 | INV | P | 100.00 | 043024 | 302744 | OFFICIAL ADULT BASK |
| 048262 | THOMPSON MARQIEL O | MARQT421 | 0 | 2024 7 | INV | P | 75.00 | 043024 | 302744 | ADULT BASKETBALL GA |
| | | | | | | | 175.00 | | | |
| 049652 | THOMPSON RAHMIL J | RAHT4414 | 0 | 2024 7 | INV | P | 275.00 | 043024 | 302745 | OFFICIAL ADULT BASK |
| 049653 | THOMPSON RODERICK J | ROD4414 | 0 | 2024 7 | INV | P | 375.00 | 043024 | 302746 | OFFICIAL ADULT BASK |
| 049653 | THOMPSON RODERICK J | RODT421 | 0 | 2024 7 | INV | P | 75.00 | 043024 | 302746 | ADULT BASKETBALL GA |
| | | | | | | | 450.00 | | | |
| 049820 | JEFFERSON ERIC D | EJEF411 | 0 | 2024 7 | INV | P | 50.00 | 043024 | 302609 | OFFICIAL ADULT BASK |
| | | | | ACCOUNT TOTAL | | | 1,970.00 | | | |
| 002315 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002540 | CONNER, TOBARRA | TCON421 | 0 | 2024 7 | INV | P | 30.00 | 043024 | 302535 | ADULT BASKETBALL GA |
| 002965 | GUTHRIE, JONI S | JGUTH49418 | 0 | 2024 7 | INV | P | 150.00 | 043024 | 302581 | SENIOR LOW IMPACT A |
| 003313 | KETTLEY, ANNETTE | AKET421 | 0 | 2024 7 | INV | P | 30.00 | 043024 | 302617 | ADULT BASKETBALL SC |
| 003958 | POWELL, RANDY | RAPO413 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302687 | STAFF SUPPORT AT YO |
| 003958 | POWELL, RANDY | RPOWAPR2023 | 0 | 2024 7 | INV | P | 190.00 | 043024 | 302687 | STAFF ADULT DODGEBA |
| | | | | | | | 260.00 | | | |
| 049972 | SAMMY CURTIS GRAHAM | 0065 | 0 | 2024 7 | INV | P | 2,344.00 | 043024 | 302711 | APRIL POOL MAINTENA |
| 050100 | P.A.S.S. SECURITY LL | 000782 | 0 | 2024 7 | INV | P | 300.00 | 043024 | 302675 | SECURITY SERVICES A |
| 050100 | P.A.S.S. SECURITY LL | 000783 | 0 | 2024 7 | INV | P | 300.00 | 043024 | 302675 | SECURITY SERVICES A |
| 050100 | P.A.S.S. SECURITY LL | 000785 | 0 | 2024 7 | INV | P | 300.00 | 043024 | 302675 | SECURITY SERVICES A |
| 050100 | P.A.S.S. SECURITY LL | 00811 | 0 | 2024 7 | INV | P | 150.00 | 043024 | 302675 | SECURITY SERVICES Y |
| 050100 | P.A.S.S. SECURITY LL | INV00810 | 0 | 2024 7 | INV | P | 150.00 | 043024 | 302675 | YOUTH TRACK SECURIT |
| | | | | | | | 1,200.00 | | | |
| 050712 | DEREK A HOFFMAN | DHOF413 | 0 | 2024 7 | INV | P | 70.00 | 043024 | 302546 | STAFF SUPPORT YOUTH |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 050723 | RAYMOND D RAMIREZ | RAYRAM420 | 0 | 2024 7 | INV | P | 55.00 | 043024 | 302695 | YOUTH TRACK FINISHL |
| | | | | ACCOUNT TOTAL | | | 4,139.00 | | | |
| 002315 | 604919 | | | OTH PROF SERV-ART CENTER | | | | | | |
| 050162 | ELIZABETH ZANDERS | LZ226329 | 0 | 2024 7 | INV | P | 100.00 | 043024 | 302552 | FREE TEEN ART CLASS |
| | | | | ACCOUNT TOTAL | | | 100.00 | | | |
| 002315 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 113.44 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 113.44 | | | |
| 002315 | 630000 | | | GAS | | | | | | |
| 004321 | SPIRE | G2024-10 APR | 0 | 2024 7 | INV | P | 26.41 | 043024 | 302735 | SPIRE-(MILMUT GAS)- |
| | | | | ACCOUNT TOTAL | | | 26.41 | | | |
| 002315 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 13,592.73 | 043024 | 302655 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 5,759.36 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | | | | 19,352.09 | | | |
| | | | | ACCOUNT TOTAL | | | 19,352.09 | | | |
| 002315 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2268666 | 0 | 2024 7 | INV | P | 335.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2268669 | 0 | 2024 7 | INV | P | 300.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272251 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302593 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272253 | 0 | 2024 7 | INV | P | 125.00 | 043024 | 302591 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272257 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302593 | HAVARD PEST CONTROL |
| | | | | | | | 856.00 | | | |
| | | | | ACCOUNT TOTAL | | | 856.00 | | | |
| | | | | ORG 002315 TOTAL | | | 28,113.99 | | | |
| | FUND 002 PARKS & RECREATION FUND | | | TOTAL: | | | 53,868.90 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 009660 | | | W&S O&M-CUSTOMER ACCT. DIV. | | | | | | | |
| 009660 | 501000 | | | OTHER EXPENDABLE OFF.SPL | | | | | | |
| 004327 | STANDARD OFFICE SUPP | H27582-00 | 2402782 | 2024 7 | INV | P | 296.86 | 043024 | 302736 | OFFICE SUPPLIES WAT |
| 004327 | STANDARD OFFICE SUPP | H27582-01 | 2402782 | 2024 7 | INV | P | 41.40 | 043024 | 302736 | OFFICE SUPPLIES WAT |
| | | | | | | | 338.26 | | | |
| | | | | ACCOUNT TOTAL | | | 338.26 | | | |
| 009660 | 545000 | | | HAND TOOLS | | | | | | |
| 003380 | LANCASTER'S MACHINE | 25702 | 2402908 | 2024 7 | INV | P | 660.00 | 043024 | 302624 | HAND TOOLS WATER BI |
| 004300 | SOUTHERN WATERWORKS | 97694 | 2402783 | 2024 7 | INV | P | 251.85 | 043024 | 302733 | MINOR EQUIPMENT WAT |
| | | | | ACCOUNT TOTAL | | | 911.85 | | | |
| 009660 | 546000 | | | MINOR EQUIPMENT | | | | | | |
| 002442 | CENTRAL PIPE SUPPLY | S100365767.001 | 2402183 | 2024 7 | INV | P | 1,351.40 | 043024 | 302518 | MINOR EQUIPMENT WAT |
| 002442 | CENTRAL PIPE SUPPLY | S100367017-001 | 2402333 | 2024 7 | INV | P | 86.25 | 043024 | 302518 | MINOR EQUIPMENT WAT |
| 002442 | CENTRAL PIPE SUPPLY | S100369201-001 | 2402675 | 2024 7 | INV | P | 425.00 | 043024 | 302518 | MINOR EQUIPMENT WAT |
| | | | | | | | 1,862.65 | | | |
| | | | | ACCOUNT TOTAL | | | 1,862.65 | | | |
| 009660 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 003861 | PATTERSON AUTO ELECT | 82254 | 2402606 | 2024 7 | INV | P | 316.00 | 043024 | 302677 | TIRES FOR UNIT 1870 |
| | | | | ACCOUNT TOTAL | | | 316.00 | | | |
| 009660 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 003796 | NORTH LAMAR WATER AS | NLINV APR2024 | 0 | 2024 7 | INV | P | 146.00 | 043024 | 302672 | SEWER READS FOR WAT |
| | | | | ACCOUNT TOTAL | | | 146.00 | | | |
| 009660 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 214.27 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 214.27 | | | |
| 009660 | 607000 | | | POSTAGE | | | | | | |
| 047562 | ENCO UTILITY | INV65108 | 0 | 2024 7 | INV | P | 3,147.57 | 043024 | 302557 | MB 2020-303 RT 1 BI |
| 047562 | ENCO UTILITY | INV65201 | 0 | 2024 7 | INV | P | 1,667.58 | 043024 | 302557 | MB 2020-303 RT 2 BI |
| | | | | | | | 4,815.15 | | | |
| | | | | ACCOUNT TOTAL | | | 4,815.15 | | | |
| 009660 | 620000 | | | PRINTING | | | | | | |
| 047562 | ENCO UTILITY | INV65108 | 0 | 2024 7 | INV | P | 1,184.11 | 043024 | 302557 | MB 2020-303 RT 1 BI |
| 047562 | ENCO UTILITY | INV65201 | 0 | 2024 7 | INV | P | 625.46 | 043024 | 302557 | MB 2020-303 RT 2 BI |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 1,809.57 | | | |
| | | | | ACCOUNT TOTAL | | | 1,809.57 | | | |
| 009660 | 630000 | | | GAS | | | | | | |
| 004321 | SPIRE | g2024-16 apr | 0 | 2024 7 | INV | P | 87.97 | 043024 | 302735 | SPIRE-(MILMUT GAS) |
| | | | | ACCOUNT TOTAL | | | 87.97 | | | |
| 009660 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 609.17 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 609.17 | | | |
| 009660 | 638400 | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 003861 | PATTERSON AUTO ELECT | 82233 | 2402392 | 2024 7 | INV | P | 1,886.66 | 043024 | 302677 | REPAIR TO UNIT 1870 |
| | | | | ACCOUNT TOTAL | | | 1,886.66 | | | |
| 009660 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2231610 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272256 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| | | | | | | | 96.00 | | | |
| | | | | ACCOUNT TOTAL | | | 96.00 | | | |
| 009660 | 643000 | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4189511396 | 0 | 2024 7 | INV | P | 62.19 | 043024 | 302524 | STATE CONTRACT 8200 |
| 002471 | CINTAS CORPORATION # | 4190225706 | 0 | 2024 7 | INV | P | 22.90 | 043024 | 302525 | STATE CONTRACT 8200 |
| | | | | | | | 85.09 | | | |
| | | | | ACCOUNT TOTAL | | | 85.09 | | | |
| | | | | ORG 009660 TOTAL | | | 13,178.64 | | | |
| 009672 | | | | W&S O&M-WATER TRANSMISSION DIV | | | | | | |
| 009672 | 561000 | | | PLUMBING SUPPLIES | | | | | | |
| 002442 | CENTRAL PIPE SUPPLY | S100368102-001 | 2402609 | 2024 7 | INV | P | 1,620.95 | 043024 | 302518 | WAREHOUSE STOCK FOR |
| 002559 | CORE & MAIN (HD SUPP | U197718 | 2304541 | 2024 7 | INV | P | 796.68 | 043024 | 302538 | WAREHOUSE STOCK FOR |
| 002559 | CORE & MAIN (HD SUPP | U448263 | 2400750 | 2024 7 | INV | P | 178.88 | 043024 | 302538 | WAREHOUSE STOCK (BR |
| | | | | | | | 975.56 | | | |
| 004300 | SOUTHERN WATERWORKS | 97710 | 2402899 | 2024 7 | INV | P | 4,860.36 | 043024 | 302733 | WAREHOUSE STOCK FOR |
| | | | | ACCOUNT TOTAL | | | 7,456.87 | | | |
| 009672 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 002646 | DELK'S TIRE SALES AN | 45490 | 2402936 | 2024 7 | INV | P | 124.00 | 043024 | 302545 | TIRE FOR UNIT # 215 |
| 003861 | PATTERSON AUTO ELECT | 82318 | 2402893 | 2024 7 | INV | P | 28.68 | 043024 | 302677 | REPAIRS TO UNIT # 1 |
| 048827 | CARQUEST | 14758-36538 | 2402891 | 2024 7 | INV | P | 21.78 | 043024 | 302517 | REPAIR PARTS FOR UN |
| | | | | ACCOUNT TOTAL | | | 174.46 | | | |
| 009672 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002955 | GRINER DRILLING SERV | R-57271 | 0 | 2024 7 | INV | P | 40,008.34 | 043024 | 302579 | TEARDOWN,INSPECT,RE |
| 003861 | PATTERSON AUTO ELECT | 82328 | 2402964 | 2024 7 | INV | P | 750.00 | 043024 | 302677 | REPAIRS TO UNIT # 2 |
| 048917 | MS CONCRETE PROF | 0000155 | 0 | 2024 7 | INV | P | 872.05 | 043024 | 302645 | CONCRETE REPAIRS: M |
| 048917 | MS CONCRETE PROF | 0000156 | 0 | 2024 7 | INV | P | 1,600.00 | 043024 | 302645 | CONCRETE REPAIRS: 2 |
| 048917 | MS CONCRETE PROF | 0000157 | 0 | 2024 7 | INV | P | 500.00 | 043024 | 302645 | CONCRETE REPAIRS: 1 |
| 048917 | MS CONCRETE PROF | 0000158 | 0 | 2024 7 | INV | P | 500.00 | 043024 | 302645 | CONCRETE REPAIRS: 1 |
| 048917 | MS CONCRETE PROF | 0000161 | 0 | 2024 7 | INV | P | 1,200.00 | 043024 | 302645 | CONCRETE REPAIRS, 2 |
| 048917 | MS CONCRETE PROF | 0000162 | 0 | 2024 7 | INV | P | 900.00 | 043024 | 302645 | CONCRETE REPAIRS, 1 |
| 048917 | MS CONCRETE PROF | 0000163 | 0 | 2024 7 | INV | P | 300.00 | 043024 | 302645 | CONCRETE REPAIRS, W |
| 048917 | MS CONCRETE PROF | 0000164 | 0 | 2024 7 | INV | P | 1,600.00 | 043024 | 302645 | CONCRETE REPAIRS, 2 |
| 048917 | MS CONCRETE PROF | 0000165 | 0 | 2024 7 | INV | P | 1,220.87 | 043024 | 302645 | CONCRETE REPAIRS, M |
| | | | | | | | 8,692.92 | | | |
| | | | | ACCOUNT TOTAL | | | 49,451.26 | | | |
| 009672 | 638400 | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 003712 | MS STATE/TAX COMM/TA | NEW TAG UNIT #22254 | 0 | 2024 7 | INV | P | 12.00 | 043024 | 302662 | NEW TAG UNIT #22254 |
| | | | | ACCOUNT TOTAL | | | 12.00 | | | |
| 009672 | 742000 | | | PICK UP TRUCKS | | | | | | |
| 002565 | COURTESY MOTORS INC | 72894 | 2401341 | 2024 7 | INV | P | 45,255.00 | 043024 | 302540 | 2024 FORD F150 FOR |
| | | | | ACCOUNT TOTAL | | | 45,255.00 | | | |
| | | | | ORG 009672 TOTAL | | | 102,349.59 | | | |
| 009673 | | | W&S O&M-WATER PLANT DIVISION | | | | | | | |
| 009673 | 545000 | | | HAND TOOLS | | | | | | |
| 003543 | MCELHANEY PLUMBING I | 302298 | 2402948 | 2024 7 | INV | P | 59.85 | 043024 | 302640 | HAND TOOLS FOR WATE |
| | | | | ACCOUNT TOTAL | | | 59.85 | | | |
| 009673 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 003861 | PATTERSON AUTO ELECT | 82328 | 2402964 | 2024 7 | INV | P | 619.89 | 043024 | 302677 | REPAIRS TO UNIT # 2 |
| | | | | ACCOUNT TOTAL | | | 619.89 | | | |
| 009673 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 002288 | BONNER ANALYTICAL TE | 83129 | 0 | 2024 7 | INV | P | 3,936.96 | 043024 | 302504 | NPDES MONITORING, M |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 002380 | BYRD, WADE J. | BYRD042024 | 0 | 2024 7 | INV | P | 3,000.00 | 043024 | 302513 | OPERATOR OF RECORD, |
| 002471 | CINTAS CORPORATION # | 4188075233 | 0 | 2024 7 | INV | P | 89.85 | 043024 | 302523 | SC#8200044758- MOPS |
| 002471 | CINTAS CORPORATION # | 4189511461 | 0 | 2024 7 | INV | P | 80.07 | 043024 | 302523 | SC#8200044758- MOPS |
| | | | | | | | 169.92 | | | |
| 003136 | HOWE, ALAN | OT10173 | 0 | 2024 7 | INV | P | 236.00 | 043024 | 302598 | TRAVEL EXPENSE, MEA |
| 003136 | HOWE, ALAN | REIMBURSE-OT10125 | 0 | 2024 7 | INV | P | 806.70 | 043024 | 302598 | REIMBURSE TRAVEL OT |
| | | | | | | | 1,042.70 | | | |
| 003385 | LANDRY LEWIS GERMANY | CN22-3940-003 | 0 | 2024 7 | INV | P | 1,500.00 | 043024 | 302625 | PRE-DESIGN, WATER D |
| 003614 | MISSION COMMUNICATIO | 1086612 | 0 | 2024 7 | INV | P | 2,169.00 | 043024 | 302643 | ANNUAL SERVICE , VA |
| 003681 | MS FIRE & SAFETY OF | 91595 | 0 | 2024 7 | INV | P | 259.00 | 043024 | 302646 | ANNUAL SERVICE & CE |
| 003704 | MS RURAL WATER ASSN | 2024MSRWA-CON | 0 | 2024 7 | INV | P | 250.00 | 043024 | 302659 | 2024 MSRWA CON. REG |
| 003861 | PATTERSON AUTO ELECT | 82325 | 2402961 | 2024 7 | INV | P | 1,107.09 | 043024 | 302677 | REPAIRS TO UNIT # 1 |
| 004270 | SOUTHERN EXTERIORS F | 13058 | 2401668 | 2024 7 | INV | P | 8,480.33 | 043024 | 302725 | TWO QUOTE: FENCING |
| 004270 | SOUTHERN EXTERIORS F | 13059 | 2401668 | 2024 7 | INV | P | 9,148.00 | 043024 | 302725 | TWO QUOTE: FENCING |
| | | | | | | | 17,628.33 | | | |
| 004423 | THE SPECTRUM GROUP I | 11932 | 0 | 2024 7 | INV | P | 500.00 | 043024 | 302743 | ANNUAL CALIBRATION, |
| 048434 | AMERICAN TANK | ATM040124 | 0 | 2024 7 | INV | P | 86,737.56 | 043024 | 302486 | MB2021-211-212, QUA |
| 050711 | MS WATER & POLLUTION | 00933 | 0 | 2024 7 | INV | P | 150.00 | 043024 | 302664 | 3 YEAR MEMBERSHIP F |
| | | | | ACCOUNT TOTAL | | | 118,450.56 | | | |
| 009673 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 39.23 | 043024 | 302495 | MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 39.23 | | | |
| 009673 | 630000 | | | GAS | | | | | | |
| 004321 | SPIRE | G2024-10 APR | 0 | 2024 7 | INV | P | 58.48 | 043024 | 302735 | SPIRE-(MILMUT GAS)- |
| | | | | ACCOUNT TOTAL | | | 58.48 | | | |
| 009673 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 9,734.98 | 043024 | 302655 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 25,528.49 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | | | | 35,263.47 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 003873 | PEARL RIVER VALLEY E | 2024-4/4/24B | 0 | 2024 7 | INV | P | 115.85 | 043024 | 302681 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E | UTF#2024-26-MAR | 0 | 2024 7 | INV | P | 33.75 | 043024 | 302681 | PRVEPA VARIOUS |
| | | | | | | | 149.60 | | | |
| | | | | ACCOUNT TOTAL | | | 35,413.07 | | | |
| 009673 638300 | | | | GENERATOR R&M | | | | | | |
| 002672 | DOLEAC ELECTRIC CO I | JMS-X1 | 2402415 | 2024 7 | INV | P | 620.00 | 043024 | 302547 | BLOCK HEATER FOR GE |
| | | | | ACCOUNT TOTAL | | | 620.00 | | | |
| 009673 639400 | | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2272272 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272273 | 0 | 2024 7 | INV | P | 50.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272274 | 0 | 2024 7 | INV | P | 50.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| | | | | | | | 148.00 | | | |
| | | | | ACCOUNT TOTAL | | | 148.00 | | | |
| 009673 643000 | | | | UNIFORM RENT | | | | | | |
| 002471 | CINTAS CORPORATION # | 4188075667 | 0 | 2024 7 | INV | P | 206.00 | 043024 | 302523 | SC#8200044758- UNIF |
| 002471 | CINTAS CORPORATION # | 4188879868 | 0 | 2024 7 | INV | P | 206.00 | 043024 | 302523 | SC#8200044758: UNIF |
| 002471 | CINTAS CORPORATION # | 4189511905 | 0 | 2024 7 | INV | P | 206.00 | 043024 | 302523 | SC#8200044758: UNIF |
| 002471 | CINTAS CORPORATION # | 4190226184 | 0 | 2024 7 | INV | P | 206.00 | 043024 | 302523 | SC#8200044758: UNIF |
| | | | | | | | 824.00 | | | |
| | | | | ACCOUNT TOTAL | | | 824.00 | | | |
| | | | | ORG 009673 TOTAL | | | 156,233.08 | | | |
| 009676 | | | W&S O&M-SEWER DIVISION | | | | | | | |
| 009676 570000 | | | | MTR VEHICLE REP. PTS/SPL | | | | | | |
| 003861 | PATTERSON AUTO ELECT | 82324 | 2402890 | 2024 7 | INV | P | 168.76 | 043024 | 302677 | REPAIRS FOR UNIT # |
| 004297 | SOUTHERN TIRE MART ( | 2520127508 | 0 | 2024 7 | INV | P | 1,801.92 | 043024 | 302732 | PO#2304337 TIRES & |
| 050371 | PINE BELT FLEET | 1034 | 2402778 | 2024 7 | INV | P | 575.07 | 043024 | 302685 | REPAIRS TO UNIT # 2 |
| | | | | ACCOUNT TOTAL | | | 2,545.75 | | | |
| 009676 604900 | | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 003861 | PATTERSON AUTO ELECT | 82319 | 0 | 2024 7 | INV | P | 12,418.12 | 043024 | 302677 | TEARDOWN,INSPECT,RE |
| | | | | ACCOUNT TOTAL | | | 12,418.12 | | | |
| 009676 630500 | | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 3,258.42 | 043024 | 302655 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 4,169.39 | 043024 | 302650 | MISSISSIPPI POWER-V |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 7,427.81 | | | |
| 004282 | SOUTHERN PINE ELECTR | E2024-04.04.24 | 0 | 2024 7 | INV | P | 664.45 | 043024 | 302730 | SOUTHERN PINE ELECT |
| 004282 | SOUTHERN PINE ELECTR | E2024-04.16 | 0 | 2024 7 | INV | P | 511.96 | 043024 | 302730 | SOUTHERN PINE ELECT |
| | | | | | | | 1,176.41 | | | |
| | | | | ACCOUNT TOTAL | | | 8,604.22 | | | |
| 009676 | 636000 | | | STREETS & STRUCTURES R&M | | | | | | |
| 004058 | RJM MCQUEEN CONTRACT | 2953 | 0 | 2024 7 | INV | P | 6,035.00 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2954 | 0 | 2024 7 | INV | P | 11,520.00 | 043024 | 302705 | MB2022-680: SEWER R |
| 004058 | RJM MCQUEEN CONTRACT | 2955 | 0 | 2024 7 | INV | P | 3,455.00 | 043024 | 302706 | MB2022-680: SEWER R |
| 004058 | RJM MCQUEEN CONTRACT | 2956 | 0 | 2024 7 | INV | P | 1,925.00 | 043024 | 302706 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2959 | 0 | 2024 7 | INV | P | 6,081.10 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2960 | 0 | 2024 7 | INV | P | 10,674.60 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2961 | 0 | 2024 7 | INV | P | 10,310.50 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2963 | 0 | 2024 7 | INV | P | 12,463.35 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2964 | 0 | 2024 7 | INV | P | 10,297.35 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2965 | 0 | 2024 7 | INV | P | 5,547.25 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2966 | 0 | 2024 7 | INV | P | 9,378.00 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2967 | 0 | 2024 7 | INV | P | 13,273.85 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2968 | 0 | 2024 7 | INV | P | 11,000.40 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2969 | 0 | 2024 7 | INV | P | 8,838.75 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2970 | 0 | 2024 7 | INV | P | 3,380.00 | 043024 | 302706 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2971 | 0 | 2024 7 | INV | P | 6,353.25 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2972 | 0 | 2024 7 | INV | P | 4,978.04 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2973 | 0 | 2024 7 | INV | P | 6,575.00 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2974 | 0 | 2024 7 | INV | P | 14,516.00 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2975 | 0 | 2024 7 | INV | P | 14,997.15 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2978 | 0 | 2024 7 | INV | P | 5,760.00 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2979 | 0 | 2024 7 | INV | P | 5,503.00 | 043024 | 302705 | MB2022-680:SEWER RE |
| 004058 | RJM MCQUEEN CONTRACT | 2980 | 0 | 2024 7 | INV | P | 7,087.50 | 043024 | 302705 | MB2022-680:SEWER RE |
| | | | | | | | 189,950.09 | | | |
| | | | | ACCOUNT TOTAL | | | 189,950.09 | | | |
| 009676 | 638400 | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 002646 | DELK'S TIRE SALES AN | 44970 | 0 | 2024 7 | INV | P | 151.00 | 043024 | 302544 | SERVICE CALL 02/23/ |
| 003861 | PATTERSON AUTO ELECT | 82318 | 2402893 | 2024 7 | INV | P | 250.00 | 043024 | 302677 | REPAIRS TO UNIT # 1 |
| 003861 | PATTERSON AUTO ELECT | 82324 | 2402890 | 2024 7 | INV | P | 375.00 | 043024 | 302677 | REPAIRS FOR UNIT # |
| | | | | | | | 625.00 | | | |
| 004297 | SOUTHERN TIRE MART ( | 2520127508 | 0 | 2024 7 | INV | P | 562.00 | 043024 | 302732 | PO#2304337 TIRES & |
| 050371 | PINE BELT FLEET | 1034 | 2402778 | 2024 7 | INV | P | 167.22 | 043024 | 302685 | REPAIRS TO UNIT # 2 |
| | | | | ACCOUNT TOTAL | | | 1,505.22 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | ORG 009676 TOTAL | | | 215,023.40 | | | |
| 009677 | | | W&S O&M-SEWER LAGOON DIV. | | | | | | | |
| 009677 | 602500 | | | LEGAL | | | | | | |
| 004599 | WATKINS & EAGER | 433151 | 0 | 2024 7 | INV | P | 4,364.50 | 043024 | 302759 | RE:ENVIRONMENTAL IS |
| | | | | ACCOUNT TOTAL | | | 4,364.50 | | | |
| 009677 | 630500 | | | ELECTRICITY | | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 581.47 | 043024 | 302655 | MISSISSIPPI POWER-V |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 37,574.64 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | | | | 38,156.11 | | | |
| 003873 | PEARL RIVER VALLEY E | 2024-4/4/24B | 0 | 2024 7 | INV | P | 32.81 | 043024 | 302681 | PEARL RIVER VALLEY |
| 003873 | PEARL RIVER VALLEY E | UTF#2024-26-MAR | 0 | 2024 7 | INV | P | 30.27 | 043024 | 302681 | PRVEPA VARIOUS |
| 003873 | PEARL RIVER VALLEY E | UTF#2024-4-APR | 0 | 2024 7 | INV | P | 334.90 | 043024 | 302681 | SEWER LAGOON STATIO |
| | | | | | | | 397.98 | | | |
| | | | | ACCOUNT TOTAL | | | 38,554.09 | | | |
| 009677 | 638000 | | | FIXED EQUIPMENT R&M | | | | | | |
| 003348 | L & A CONTRACTING CO | 483-264 | 0 | 2024 7 | INV | P | 44,757.61 | 043024 | 302622 | MB2024-1088:LAGOONS |
| 003348 | L & A CONTRACTING CO | 483-265 | 0 | 2024 7 | INV | P | 46,378.74 | 043024 | 302622 | MB2024-1088: LAGOON |
| 003348 | L & A CONTRACTING CO | 483-266 | 0 | 2024 7 | INV | P | 38,417.91 | 043024 | 302622 | MB2024-1088: LAGOON |
| | | | | | | | 129,554.26 | | | |
| | | | | ACCOUNT TOTAL | | | 129,554.26 | | | |
| 009677 | 639400 | | | DISINFECT./EXTERMINATION | | | | | | |
| 003040 | HAVARD PEST CONTROL | 2272277 | 0 | 2024 7 | INV | P | 40.00 | 043024 | 302593 | HAVARD PEST CONTROL |
| | | | | ACCOUNT TOTAL | | | 40.00 | | | |
| | | | | ORG 009677 TOTAL | | | 172,512.85 | | | |
| | | FUND 009 WATER & SEWER OPERATION/MAINT. | | | TOTAL: | | 659,297.56 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 011000 | | | WATER & SEWER BALANCE SHEET | | | | | | |
| 011000 | 114000 | | METER SECURITY DEPOSITS | | | | | | |
| 050685 | PAUL BLAZE | 49035 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302678 |
| 050686 | LONDON & STETELMAN R | 49036 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302631 |
| 050687 | REMAX 205 | 49037 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302700 |
| 050689 | HALLMAN PROPERTY MGM | 49040 | 0 | 2024 7 | INV | P | 28.34 | 043024 | 302583 |
| 050690 | F E 1 WELDON | 49041 | 0 | 2024 7 | INV | P | 9.34 | 043024 | 302561 |
| 050691 | JAMIE LINGENFELTER | 49042 | 0 | 2024 7 | INV | P | 10.02 | 043024 | 302606 |
| 050692 | SUSAN E WILLIAMS | 49043 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302740 |
| 050693 | GREEN INSURANCE GROU | 49044 | 0 | 2024 7 | INV | P | 26.71 | 043024 | 302578 |
| 050695 | MARY JANE ROGERS | 49046 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302636 |
| 050696 | WAYNE PLATTEN | 49047 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302760 |
| 050697 | LONDON & STETELMAN 3 | 49048 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302630 |
| 050698 | MAC'S CONSTRUCTION C | 49049 | 0 | 2024 7 | INV | P | 26.71 | 043024 | 302633 |
| 050699 | REMAX REAL ESTATE PA | 49050 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302701 |
| 050700 | REMAX REAL ESTATE PA | 49051 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302702 |
| 050701 | DAVID SARTIN | 49052 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302542 |
| 050702 | KENDA JORDAN | 49053 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302616 |
| 050703 | REMAX | 49054 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302699 |
| 050704 | BRANDON T STEELMAN | 49055 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302508 |
| 050705 | JEREMIAH ODOM | 49056 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302610 |
| 050706 | JOVAN GARCIA | 49057 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302614 |
| 050707 | ROBERT MCINNIS | 49058 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302707 |
| 050708 | BRYAN NELSON P.A. | 49059 | 0 | 2024 7 | INV | P | 20.71 | 043024 | 302510 |
| 050709 | LATICE SUTTON | 49060 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302628 |
| 050710 | REALTY STAR | 49061 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302696 |
| 050714 | CIERRA L BARNES | 49255 | 0 | 2024 7 | INV | P | 75.00 | 043024 | 302522 |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | ACCOUNT TOTAL | | 400.95 | | | |
| 011000 | 115000 | | | COLLECTION FEES | | | | | | |
| 002058 | ADELA INC | 02/29/24 | 0 | 2024 7 | INV | P | 1,806.56 | 043024 | 302477 | WATER COLLECTION FE |
| | | | | | ACCOUNT TOTAL | | 1,806.56 | | | |
| 011000 | 128500 | | | RESIDENTIAL GARBAGE | | | | | | |
| 050681 | KRISTIN LITTLE | 49030 | 0 | 2024 7 | INV | P | 14.80 | 043024 | 302621 | |
| 050684 | ROBIN L ROBERTS | 49034 | 0 | 2024 7 | INV | P | 63.66 | 043024 | 302708 | |
| 050721 | KINDRED, LOUIS | 49660 | 0 | 2024 7 | INV | P | 17.00 | 043024 | 302618 | |
| 050722 | HALLMAN PROPERTY MGM | 49661 | 0 | 2024 7 | INV | P | 17.00 | 043024 | 302584 | |
| 050722 | HALLMAN PROPERTY MGM | 49663 | 0 | 2024 7 | INV | P | 17.00 | 043024 | 302585 | |
| 050722 | HALLMAN PROPERTY MGM | 49664 | 0 | 2024 7 | INV | P | 17.00 | 043024 | 302586 | |
| 050722 | HALLMAN PROPERTY MGM | 49665 | 0 | 2024 7 | INV | P | 17.00 | 043024 | 302587 | |
| 050722 | HALLMAN PROPERTY MGM | 49666 | 0 | 2024 7 | INV | P | 17.00 | 043024 | 302588 | |
| 050722 | HALLMAN PROPERTY MGM | 49667 | 0 | 2024 7 | INV | P | 17.00 | 043024 | 302589 | |
| | | | | | | | 102.00 | | | |
| | | | | | ACCOUNT TOTAL | | 197.46 | | | |
| | | | | | ORG 011000 TOTAL | | 2,404.97 | | | |
| 011001 | | | | WATER & SEWER REVENUES | | | | | | |
| 011001 | 360001 | | | RESIDENTIAL WATER-NO TAX | | | | | | |
| 050556 | DORINDA KESTER | 49031 | 0 | 2024 7 | INV | P | 135.00 | 043024 | 302548 | |
| 050682 | SHANTERIA LEE | 49032 | 0 | 2024 7 | INV | P | 98.33 | 043024 | 302713 | |
| 050682 | SHANTERIA LEE | 49038 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302714 | |
| | | | | | | | 121.66 | | | |
| 050683 | SAVANNAH CAZANOV | 49033 | 0 | 2024 7 | INV | P | 112.48 | 043024 | 302712 | |
| 050688 | MELVIN D WILSON | 49039 | 0 | 2024 7 | INV | P | 32.42 | 043024 | 302641 | |
| 050694 | CHARLES PRUITT | 49045 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302520 | |
| 050713 | GRAHAM, PERRY | 49254 | 0 | 2024 7 | INV | P | 1,201.74 | 043024 | 302577 | |
| 050721 | KINDRED, LOUIS | 49660 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302618 | |
| 050721 | KINDRED, LOUIS | 49662 | 0 | 2024 7 | INV | P | 11.34 | 043024 | 302619 | |
| | | | | | | | 34.67 | | | |
| 050722 | HALLMAN PROPERTY MGM | 49661 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302584 | |
| 050722 | HALLMAN PROPERTY MGM | 49663 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302585 | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 050722 | HALLMAN PROPERTY MGM | 49664 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302586 | |
| 050722 | HALLMAN PROPERTY MGM | 49665 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302587 | |
| 050722 | HALLMAN PROPERTY MGM | 49666 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302588 | |
| 050722 | HALLMAN PROPERTY MGM | 49667 | 0 | 2024 7 | INV | P | 98.33 | 043024 | 302589 | |
| | | | | | | | 214.98 | | | |
| | | | | ACCOUNT TOTAL | | | 1,864.29 | | | |
| 011001 | 363002 | | | RESIDENTIAL SEWER | | | | | | |
| 050556 | DORINDA KESTER | 49031 | 0 | 2024 7 | INV | P | 135.00 | 043024 | 302548 | |
| 050682 | SHANTERIA LEE | 49038 | 0 | 2024 7 | INV | P | 12.55 | 043024 | 302714 | |
| 050683 | SAVANNAH CAZANOV | 49033 | 0 | 2024 7 | INV | P | 89.15 | 043024 | 302712 | |
| 050721 | KINDRED, LOUIS | 49660 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302618 | |
| 050722 | HALLMAN PROPERTY MGM | 49661 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302584 | |
| 050722 | HALLMAN PROPERTY MGM | 49663 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302585 | |
| 050722 | HALLMAN PROPERTY MGM | 49664 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302586 | |
| 050722 | HALLMAN PROPERTY MGM | 49665 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302587 | |
| 050722 | HALLMAN PROPERTY MGM | 49666 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302588 | |
| 050722 | HALLMAN PROPERTY MGM | 49667 | 0 | 2024 7 | INV | P | 23.33 | 043024 | 302589 | |
| | | | | | | | 139.98 | | | |
| | | | | ACCOUNT TOTAL | | | 400.01 | | | |
| | | | | ORG 011001 TOTAL | | | 2,264.30 | | | |
| FUND 011 WATER & SEWER FUND | | | | | TOTAL: | | 4,669.27 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 019100 | | POL.FORFEITURES-POLICE DIV. | | | | | | | |
| 019100 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 050095 TOSHIBA FINANCIAL SE | 44450944 | 0 | 2024 7 | INV | P | 217.64 | 043024 | 302749 | MB#2021-514-515 COM |
| | | | ACCOUNT TOTAL | | | 217.64 | | | |
| 019100 604900 | | | OTHER PROFESSIONAL SERV. | | | | | | |
| 004446 TOSHIBA BUSINESS SOL | 5611947 | 0 | 2024 7 | INV | P | 29.70 | 043024 | 302748 | MB#2022-514 COMMUNI |
| 004446 TOSHIBA BUSINESS SOL | 5622580 | 0 | 2024 7 | INV | P | 112.26 | 043024 | 302748 | MB#2022-514 COMMUNI |
| 004446 TOSHIBA BUSINESS SOL | 5633224 | 0 | 2024 7 | INV | P | 128.16 | 043024 | 302748 | MB#2022-514 COMMUNI |
| 004446 TOSHIBA BUSINESS SOL | 5644614 | 0 | 2024 7 | INV | P | 88.26 | 043024 | 302748 | MB#2022-514 COMMUNI |
| | | | | | | 358.38 | | | |
| | | | ACCOUNT TOTAL | | | 358.38 | | | |
| | | | ORG 019100 TOTAL | | | 576.02 | | | |
| FUND 019 POLICE FORFEITURES FUND | | | TOTAL: | | | 576.02 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 039551 | | | AIRPORT IMPR.-AIRPORT DIV | | | | | | | |
| 039551 | 601500 | | | ENGINEERING | | | | | | |
| 003764 | NEEL-SCHAFFER INC | 18249-01H | 0 | 2024 7 | INV | P | 1,500.00 | 043024 | 302668 | MB 2022-363 AIRPORT |
| | | | | ACCOUNT TOTAL | | | 1,500.00 | | | |
| 039551 | 729502 | | | AIRPORT IMP-FAA | | | | | | |
| 003764 | NEEL-SCHAFFER INC | N23380-03 | 0 | 2024 7 | INV | P | 1,525.00 | 043024 | 302668 | AIRPORT TAXIWAY A R |
| | | | | ACCOUNT TOTAL | | | 1,525.00 | | | |
| | | | | ORG 039551 TOTAL | | | 3,025.00 | | | |
| | FUND 039 AIRPORT IMPROVEMENT FUND | | | | TOTAL: | | 3,025.00 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 073570 | | | | MASS TRANSIT-TRANSPORTATION | | | | | | |
| 073570 | 490000 | | | UNEMPLOYMENT BENEFITS | | | | | | |
| 003709 | MS STATE/EMP SECURIT | MDES QUARTERLY | 0 | 2024 7 | INV | P | 4,458.53 | 043024 | 302660 | MDES QUARTERLY PAYM |
| | | | | ACCOUNT TOTAL | | | 4,458.53 | | | |
| 073570 | 500300 | | | PAPER | | | | | | |
| 002527 | COMMERCIAL STATIONER | 477363-0 | 2402579 | 2024 7 | INV | P | 476.63 | 043024 | 302533 | COPIER PAPER FOR HC |
| | | | | ACCOUNT TOTAL | | | 476.63 | | | |
| 073570 | 535500 | | | WEARING APPAREL | | | | | | |
| 050524 | B & R INDUSTRIAL | 1013220 | 2402377 | 2024 7 | INV | P | 237.13 | 043024 | 302500 | RAIN SUITS & BOOTS |
| | | | | ACCOUNT TOTAL | | | 237.13 | | | |
| 073570 | 545000 | | | HAND TOOLS | | | | | | |
| 048827 | CARQUEST | 14758-36240 | 2402799 | 2024 7 | INV | P | 516.08 | 043024 | 302517 | SHOP SUPPLIES, PART |
| | | | | ACCOUNT TOTAL | | | 516.08 | | | |
| 073570 | 559000 | | | OTHER OPERATING MATL/SPLY | | | | | | |
| 048827 | CARQUEST | 14758-36240 | 2402799 | 2024 7 | INV | P | 72.89 | 043024 | 302517 | SHOP SUPPLIES, PART |
| | | | | ACCOUNT TOTAL | | | 72.89 | | | |
| 073570 | 571001 | | | REPAIR PARTS - FIXED ROUTE | | | | | | |
| 002169 | AUTOMOTIVE GLASS SPE | I260315 | 2401840 | 2024 7 | INV | P | 245.00 | 043024 | 302498 | REPLACE GLASS ON BU |
| 002565 | COURTESY MOTORS INC | 126061 | 2402106 | 2024 7 | INV | P | 799.80 | 043024 | 302540 | BRAKE PADS FOR NEW |
| 004514 | UNIVERSITY TIRE & SE | INV231732 | 2402194 | 2024 7 | INV | P | 1,226.88 | 043024 | 302751 | TIRES FOR NEW BUSES |
| 048827 | CARQUEST | 14758-34408 | 2400950 | 2024 7 | INV | P | 1,027.98 | 043024 | 302517 | BATTERIES FOR ALL B |
| 048827 | CARQUEST | 14758-36240 | 2402799 | 2024 7 | INV | P | 1,789.24 | 043024 | 302517 | SHOP SUPPLIES, PART |
| | | | | | | | 2,817.22 | | | |
| 050291 | CABLE CAR CLASSICS, | INV91302 | 2400129 | 2024 7 | INV | P | 144.97 | 043024 | 302515 | PART FOR TROLLEY #1 |
| | | | | ACCOUNT TOTAL | | | 5,233.87 | | | |
| 073570 | 571002 | | | REPAIR PARTS - PARATRANSIT | | | | | | |
| 002169 | AUTOMOTIVE GLASS SPE | I260367 | 2401829 | 2024 7 | INV | P | 245.00 | 043024 | 302498 | REPLACE GLASS ON BU |
| 048827 | CARQUEST | 14758-36240 | 2402799 | 2024 7 | INV | P | 561.57 | 043024 | 302517 | SHOP SUPPLIES, PART |
| | | | | ACCOUNT TOTAL | | | 806.57 | | | |
| 073570 | 599000 | | | OTHER REPAIR/MAINT. SPL. | | | | | | |
| 048827 | CARQUEST | 14758-36652 | 2403025 | 2024 7 | INV | P | 167.50 | 043024 | 302517 | BATTERY FOR HCT CHR |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | ACCOUNT TOTAL | 167.50 | | |
| 073570 | 602100 | | | | | | BUILDING SECURITY | | | |
| 003472 | M B I | HCT030224 | 2402640 | 2024 7 | INV | P | 359.40 | 043024 | 302632 | HUB CITY TRANSIT AN |
| | | | | | | | ACCOUNT TOTAL | 359.40 | | |
| 073570 | 604900 | | | | | | OTHER PROFESSIONAL SERV. | | | |
| 002796 | FASTSIGNS OF HATTIES | 2153-11563 | 2400202 | 2024 7 | INV | P | 1,644.32 | 043024 | 302563 | HCT BUS ROUTE PAMPH |
| 002796 | FASTSIGNS OF HATTIES | 2153-11638 | 2400640 | 2024 7 | INV | P | 1,644.32 | 043024 | 302563 | HCT BUS ROUTE PAMPH |
| | | | | | | | 3,288.64 | | | |
| | | | | | | | ACCOUNT TOTAL | 3,288.64 | | |
| 073570 | 606000 | | | | | | TELEPHONE AND TELEGRAPH | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 454.04 | 043024 | 302495 | MB#2016-287/WIRELES |
| 004543 | VERIZON WIRELESS | 9961250474 | 0 | 2024 7 | INV | P | 142.55 | 043024 | 302753 | APRIL 2024 PARATRAN |
| | | | | | | | ACCOUNT TOTAL | 596.59 | | |
| 073570 | 609900 | | | | | | OTHER COMMUNICATION EXP. | | | |
| 002535 | COMSOUTH | 205080 | 2400444 | 2024 7 | INV | P | 99.00 | 043024 | 302534 | HAND HELD RADIO REP |
| | | | | | | | ACCOUNT TOTAL | 99.00 | | |
| 073570 | 630500 | | | | | | ELECTRICITY | | | |
| 003700 | MS POWER COMPANY | E2024-APR 10 | 0 | 2024 7 | INV | P | 1,745.49 | 043024 | 302650 | MISSISSIPPI POWER-V |
| | | | | | | | ACCOUNT TOTAL | 1,745.49 | | |
| 073570 | 638501 | | | | | | BUS EQUIP R&M-FIXED ROUTE | | | |
| 004354 | STRIBLING EQUIPMENT | RE006039167:01 | 2402424 | 2024 7 | INV | P | 506.00 | 043024 | 302739 | REPAIRS ON BUS #162 |
| | | | | | | | ACCOUNT TOTAL | 506.00 | | |
| 073570 | 639400 | | | | | | DISINFECT./EXTERMINATION | | | |
| 003040 | HAVARD PEST CONTROL | 2272278 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 | HAVARD PEST CONTROL |
| | | | | | | | ACCOUNT TOTAL | 48.00 | | |
| 073570 | 639900 | | | | | | OTHER REPAIRS AND MAINT. | | | |
| 004514 | UNIVERSITY TIRE & SE | INV234165 | 2402363 | 2024 7 | INV | P | 486.28 | 043024 | 302751 | TIRES FOR CHRYSLER |
| | | | | | | | ACCOUNT TOTAL | 486.28 | | |
| 073570 | 643000 | | | | | | UNIFORM RENT | | | |
| 002471 | CINTAS CORPORATION # | 4189511961 | 0 | 2024 7 | INV | P | 823.56 | 043024 | 302523 | HCT UNIFORM RENTALS |
| 002471 | CINTAS CORPORATION # | 4190226500 | 0 | 2024 7 | INV | P | 215.95 | 043024 | 302523 | HCT UNIFORM RENTALS |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | 1,039.51 | | | |
| | | | | ACCOUNT TOTAL | | | 1,039.51 | | | |
| 073570 | 741000 | | BUSES | | | | | | | |
| 002904 | GILLIG LLC | 41081419 | 2304822 | 2024 7 | INV | P | 106.48 | 043024 | 302574 | PARTS FOR NEW BUSES |
| 002904 | GILLIG LLC | 41086875 | 2304822 | 2024 7 | INV | P | 266.20 | 043024 | 302574 | PARTS FOR NEW BUSES |
| 002904 | GILLIG LLC | 41093224 | 2304822 | 2024 7 | INV | P | 4,046.00 | 043024 | 302574 | PARTS FOR NEW BUSES |
| | | | | | | | 4,418.68 | | | |
| | | | | ACCOUNT TOTAL | | | 4,418.68 | | | |
| | | | | ORG 073570 | TOTAL | | 24,556.79 | | | |
| FUND 073 | MASS TRANSIT FUND | | | | TOTAL: | | 24,556.79 | | | |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 077650 | | | COMMUNITY CTR-ADMIN/GENERAL | | | | | | |
| 077650 | 510000 | | | CLEANING/JANITORIAL SPLY | | | | | |
| 003772 | NEWELL PAPER COMPANY | 4166790 | 2402677 | 2024 7 | INV | P | 22.21 | 043024 | 302669 VB DISPENSER FOR RE |
| 003772 | NEWELL PAPER COMPANY | 4167017 | 2402449 | 2024 7 | INV | P | 87.00 | 043024 | 302669 VACUUM CLEANER BAGS |
| | | | | | | | 109.21 | | |
| | | | | ACCOUNT TOTAL | | | 109.21 | | |
| 077650 | 570000 | | | MTR VEHICLE REP. PTS/SPL | | | | | |
| 003389 | LARRY'S WRECKER SERV | 13540 | 0 | 2024 7 | INV | P | 75.00 | 043024 | 302627 TOW UNIT 18555 DODG |
| 048827 | CARQUEST | 14758-35338 | 2402314 | 2024 7 | INV | P | 55.36 | 043024 | 302517 UNIT 19098 REPAIR W |
| | | | | ACCOUNT TOTAL | | | 130.36 | | |
| 077650 | 604900 | | | OTHER PROFESSIONAL SERV. | | | | | |
| 003185 | INNOVATIVE SERVICE S | 20240047 | 2402555 | 2024 7 | INV | P | 3,040.00 | 043024 | 302600 CARDIAC SCIENCE AED |
| | | | | ACCOUNT TOTAL | | | 3,040.00 | | |
| 077650 | 606000 | | | TELEPHONE AND TELEGRAPH | | | | | |
| 002160 | AT&T MOBILITY | 287273578351X040824 | 0 | 2024 7 | INV | P | 61.72 | 043024 | 302495 MB#2016-287/WIRELES |
| | | | | ACCOUNT TOTAL | | | 61.72 | | |
| 077650 | 630000 | | | GAS | | | | | |
| 004321 | SPIRE | g2024-16 apr | 0 | 2024 7 | INV | P | 190.05 | 043024 | 302735 SPIRE-(MILMUT GAS) |
| | | | | ACCOUNT TOTAL | | | 190.05 | | |
| 077650 | 630500 | | | ELECTRICITY | | | | | |
| 003700 | MS POWER COMPANY | E2024-19-APR | 0 | 2024 7 | INV | P | 2,921.53 | 043024 | 302655 MISSISSIPPI POWER-V |
| | | | | ACCOUNT TOTAL | | | 2,921.53 | | |
| 077650 | 635000 | | | BUILDING R&M | | | | | |
| 003112 | HOLLINGSWORTH HARDWO | 2140 | 2402934 | 2024 7 | INV | P | 4,000.00 | 043024 | 302597 SCREEN WAX WOOD FLO |
| 004234 | SMITH, JIM SERVICES | i93629 | 2402721 | 2024 7 | INV | P | 4,796.10 | 043024 | 302722 REPAIR STAGE AREA A |
| | | | | ACCOUNT TOTAL | | | 8,796.10 | | |
| 077650 | 639400 | | | DISINFECT./EXTERMINATION | | | | | |
| 003040 | HAVARD PEST CONTROL | 2268648 | 0 | 2024 7 | INV | P | 420.00 | 043024 | 302591 HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2268662 | 0 | 2024 7 | INV | P | 360.00 | 043024 | 302591 HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272259 | 0 | 2024 7 | INV | P | 115.00 | 043024 | 302591 HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272260 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272261 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272264 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302592 HAVARD PEST CONTROL |
| 003040 | HAVARD PEST CONTROL | 2272265 | 0 | 2024 7 | INV | P | 48.00 | 043024 | 302593 HAVARD PEST CONTROL |

## INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | 1,087.00 | | | |
| | | | | ACCOUNT TOTAL | | 1,087.00 | | | |
| 077650 729523 | | | | MS ARTS COMMISSION GRANT | | | | | |
| 050402 GUITAR CENTER STORES | 4423041590 | 2401032 | 2024 7 | INV | P | 269.98 | 043024 | 302580 | PROFESSIONAL GUITAR |
| | | | | ACCOUNT TOTAL | | 269.98 | | | |
| | | | | ORG 077650 TOTAL | | 16,605.95 | | | |
| FUND 077 COMMUNITY CENTERS' FUND | | | | TOTAL: | | 16,605.95 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|---|
| 082285 | | | CDBG-ENTITLEMENTS | | | | | | | |
| 082285 638400 | | | | MOTOR VEHICLE EQ. R&M | | | | | | |
| 003421 | LIL TIRE SHOPPE (BR 1125488 | | 0 | 2024 7 | INV | P | 139.06 | 043024 | 302629 | OIL CHANGE AND REPL |
| | | | | ACCOUNT TOTAL | | | 139.06 | | | |
| 082285 641000 | | | | OFFICE EQUIPMENT RENT | | | | | | |
| 004057 | RJ YOUNG COMPANY | INV6884011 | 0 | 2024 7 | INV | P | 206.37 | 043024 | 302704 | MCMB2021-891, GY2X0 |
| | | | | ACCOUNT TOTAL | | | 206.37 | | | |
| | | | | ORG 082285 TOTAL | | | 345.43 | | | |
| FUND 082 COMMUNITY DEVELOP. BLOCK GRANT | | | | TOTAL: | | | 345.43 | | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | | INVOICE | PO | YEAR/PR | TYP | S | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 086300 | | | | SPEC SALES TAX/RECREATION MAIN | | | | | |
| 086300 | 7295PR | | | CAPITAL PROJECTS | | | | | |
| 002515 | COLONY CONSTRUCTION | MIDTOWN GREEN #9 | 0 | 2024 7 | INV | P | 80,704.28 | 043024 | 302530 MB 2022-150 MIDTOWN |
| 050402 | GUITAR CENTER STORES | 3361793645 | 2402287 | 2024 7 | INV | P | 279.98 | 043024 | 302580 TWO QUOTE - AUDIO U |
| 050402 | GUITAR CENTER STORES | 4423053275 | 2402287 | 2024 7 | INV | P | 2,319.96 | 043024 | 302580 TWO QUOTE - AUDIO U |
| 050402 | GUITAR CENTER STORES | 4423055543 | 2402287 | 2024 7 | INV | P | 1,999.98 | 043024 | 302580 TWO QUOTE - AUDIO U |
| | | | | | | | 4,599.92 | | |
| | | | | ACCOUNT TOTAL | | | 85,304.20 | | |
| | | | | ORG 086300 TOTAL | | | 85,304.20 | | |
| | | FUND 086 SPEC SALES TAX P&R/UNIV IMPROV | | TOTAL: | | | 85,304.20 | | |

# INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/7 TO 2024/7

| ACCOUNT/VENDOR | INVOICE | PO | YEAR/PR | TYP | S | | WARRANT | CHECK | DESCRIPTION |
|---|---|---|---|---|---|---|---|---|---|
| 087601 | | INDUSTRIAL PK-G.O.ACQUISITIONS | | | | | | | |
| 087601 602001 | | | ECONOMIC DEVELOPMENT CONSULTIN | | | | | | |
| 002143 AREA DEVELOPMENT PAR | QE 6/30/24 | 0 | 2024 7 | INV | P | 140,000.00 | 043024 | 302488 | CONTRIBUTION-FORRES |
| | | | ACCOUNT TOTAL | | | 140,000.00 | | | |
| 087601 602500 | | | LEGAL | | | | | | |
| 004171 SHEMPER, MICHAEL J P | 162 | 0 | 2024 7 | INV | P | 343.75 | 043024 | 302715 | LEGAL SERVICE THROU |
| 004677 WISE CARTER CHILD & | 242636 | 0 | 2024 7 | INV | P | 325.00 | 043024 | 302765 | LEGAL SERVICES THRO |
| | | | ACCOUNT TOTAL | | | 668.75 | | | |
| 087601 639902 | | | RAIL SPURS MAINTENANCE | | | | | | |
| 002544 CONTINENTAL RAILS & | 14437 | 0 | 2024 7 | INV | P | 6,063.10 | 043024 | 302537 | INTRACK GREASER REP |
| | | | ACCOUNT TOTAL | | | 6,063.10 | | | |
| | | | ORG 087601 TOTAL | | | 146,731.85 | | | |
| FUND 087 INDUSTRIAL PARK DEVELOPMENT | | | TOTAL: | | | 146,731.85 | | | |

** END OF REPORT - Generated by Sherry Jackson **