



**Tuesday, July 2, 2024
5:00 PM**

**City Council
Tuesday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

AGENDA ADJUSTMENTS

- **Add Policy Items #16, #17, #18 and Addendum to the Claims Docket (Routine Item #9), at the request of the Administration as follows:**

- | | | |
|-------------|-----------------|---|
| 16. | 2024-282 | Approve Lease Agreement between the City of Hattiesburg and Robert Ryan Decker for property located at PPIN 17845, 2807 Hillside Drive, for a period not to exceed 30 days from date of property sale and authorize the Mayor to execute the same. |
| 17. | 2024-271 | Acknowledge bids received on June 27, 2024, for the Hattiesburg Fire Station #1 HVAC Upgrades project and accept the base bid and add alternate #1 from Phoenix Construction, LLC in the total amount of \$293,000.00 as the lowest and best bid received; and authorize the Mayor to execute contracts upon preparation. |
| 18. | 2024-284 | Approve Change Order No. 5 to the contract with Hemphill Construction Co., for Water Plant #1 Phase II Project for an increase of \$5,068.08; and authorize the Mayor to execute the same. |
| R-9. | 2024-285 | Addendum to the Claims Docket - invoice payable to Housing Economic Resources and Education, in the amount of \$500.00. |

POLICY AGENDA

- | | | |
|-----------|------------------|---|
| 1. | 2024-277 | Approve the minutes for the June 17 & 18, 2024 meetings of the City Council. |
| 2. | 2024-1128 | Adopt an Ordinance amending the Land Development Code, Ord. No. 3209 as amended, to 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. The Planning Commission recommended approval with conditions.

3. **2024-178** Approve a request to alter a platted subdivision known as “Hawkins and Thompson Subdivision” to subdivide the properties located at 145 W 5th Street and 116 Columbia Street to create two separate single-family residential lots. The request is by owner Stephen Ward. The Planning Commission recommended approval.
4. **2024-179** Approve a preliminary plat for a major subdivision requested by Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative, for a property located on Shadow Ridge Drive. The proposed subdivision will be Phase III of the Shadow Ridge Subdivision. The planning commission recommended approval with conditions.
5. **2024-203** Approve a block length variance as requested by John Anglin, engineer, and Craig Flanagan, representative, to allow the maximum allowed distance for a local street block length of 800 feet to instead allow for a block length of 1,600 feet. The Board of Adjustment recommended approval.
6. **2024-276** Approve a Contract between Forerunner Industries, INC. and the City of Hattiesburg for floodplain management software for \$20,000, effective October 1st, 2024, and authorize the Mayor to execute.
7. **2024-263** 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.
8. **2024-268** Adopt a Resolution appointing Randy Pope as City Attorney for the period August 1, 2024, through July 31, 2025.
9. **2024-274** Adopt a Resolution authorizing application for the Mississippi State Department of Health FY2025 State Victim Services Grant Program for a total of \$69,000 with NO match required and authorize the Mayor to execute the same.
10. **2024-266** Approve Amendment #2 of Agreement between City of Hattiesburg and Neel Schaffer, Inc. for engineering services related to the renovation of Timberton Park originally approved October 3, 2017, and amended February 7, 2023, to amend Exhibit E to reflect the revised FEMA cost curve and authorize the Mayor to execute the same.
11. **2024-270** Approve a Contract extension for a Second Term with CrowderGulf, LLC for Debris Removal services in the event of a disaster and authorize the Mayor to execute in duplicate.

12. **2024-269** Approve a Contract extension for a Second Term with DebrisTech, LLC for Debris Monitoring services in the event of a disaster and authorize the Mayor to execute in duplicate.
13. **2024-265** Approve Agreement between City of Hattiesburg and Art Makes Art, Inc. (Abigail Allen) to provide art and theater outreach programming for the City of Hattiesburg and authorize the Mayor to execute and authorize issuance of manual check for the same.
14. **2024-281** Approve Friday, July 5, 2024, as an additional Independence Day holiday, as proclaimed by the Governor of the State of Mississippi.
15. **2024-267** Declare repairs and services provided by Servpro of Hattiesburg as an emergency purchase, due to a busted water line that flooded offices on the 3rd floor and throughout City Hall in accordance with Mississippi Code 31-7-13 (K) .

ROUTINE AGENDA

1. **2024-174** Acknowledge receipt of an appeal request by Tripperlee, LLC., owner, to the Planning Commission recommendation to deny a request to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures and set a public hearing for August 5th, 2024.
2. **2024-275** Acknowledge receipt of grant extension for an additional 19 months from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) Hiring Program
3. **2024-264** Acknowledge receipt of award for an extension for the Substance Abuse and Mental Health Services Administration (SAMHSA) to fund a sixth year of the program Hattiesburg Behavioral Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources.
4. **2024-266** Acknowledge receipt of the two-quote docket.
5. **2024-272** Acknowledge receipt of qualifications for plumbing services for the Clean Start Hattiesburg Program on June 13, 2024, and add Mr. Rooter Plumbing/Jordan Plumbing Services, Reality Construction and Remodeling, and Service All Repair Services to the list of qualified plumbers.
6. **2024-273** Approve specifications for the Vernon Dahmer Park Playground project and authorize advertisement for bids.

7. **2024-260** Approve the city's purchase of (4) four grave spaces located in Section 22, Lot# 102 South Half (S 1/2), at Highland Cemetery, Minute Book# 2008-4, Page# 356, from Cecelia Freeman, in the amount of \$ 700.00, Authorize manual check for the same.
8. **2024-259** Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
9. **2024-262** Approve claims docket for the period ending June 30, 2024.

In Memoriam:

- Mr. Grady Lewis Myrick, Sr.
- Mrs. Ava Nell Herrington Dossett
- Mrs. Eleanor Green Gerrard
- Mrs. Rosamary Harris
- Ms. Elizabeth Ivy Britton
- Mrs. Doris T. Gaines
- Ms. Mary Jo McKay

Meeting Adjourn



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, July 2, 2024

Re: Approve Lease Agreement between the City of Hattiesburg and Robert Ryan Decker for property located at PPIN 17845, 2807 Hillside Drive, for a period not to exceed 30 days from date of property sale and authorize the Mayor to execute the same.
File Number: 2024-282
Minute Book #

Summary

Recommendation Statement

I recommend approval of Lease Agreement.

Please place this on the July 2, 2024 City Council meeting for consideration.

RESIDENTIAL LEASE AGREEMENT

This Residential Lease Agreement shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.

Lessor, CITY OF HATTIESBURG, shall be referred to as "LANDLORD" and Lessee, ROBERT RYAN DECKER, shall be referred to as "RESIDENT." As consideration for this agreement, LANDLORD agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from LANDLORD for use solely as a private residence, the premises located at 2807 Hillside Drive, Hattiesburg, MS, 39401.

1. **TERMS:** RESIDENT agrees to pay in advance \$1,500.00 per month on the date of closing. This agreement shall commence on July __, 2024 and continue until August __, 2024. Thereafter, this agreement shall terminate unless a new Residential Lease Agreement is expressly granted by LANDLORD.
2. **PAYMENTS:** Rent and/or other charges are to be paid at such place or method designated by the LANDLORD as follows: PAID AT CLOSING.
3. **SECURITY DEPOSITS:** LANDLORD acknowledges receipt of the refundable Security Deposit of \$1,500.00 being held in Richard & Thomas, PLLC's Trust Account. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 10 days after the premises has been completely vacated, less any amount necessary to pay LANDLORD; a) cleaning costs, b) cost for repair of damages to premises and/or common areas above ordinary wear and tear, and c) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 5 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to LANDLORD.
4. **UTILITIES:** RESIDENT agrees to pay all utilities and/or services based upon occupancy of the premises.
5. **OCCUPANTS:** ONLY the following individuals and/or animals, AND NO OTHERS shall occupy the subject residence for more than 7 days unless the expressed written consent of LANDLORD obtained in advance:

6. **PETS:** No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the LANDLORD. At the time of this lease being signed, the following pets are agreed and accepted:

7. **NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises which might disturb the peace and quiet of another RESIDENT and/or neighbor. Said noise and/or activity shall be a breach of this agreement.
8. **DESTRUCTION OF PREMISES:** If the premises becomes totally or partially destroyed during the term of this agreement so that the RESIDENT's use is seriously impaired, LANDLORD or RESIDENT may terminate this agreement immediately upon a three-day written notice to the other.
9. **CONDITION OF THE PREMISES:** LANDLORD acknowledges that it has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached property checklist, if any, are in good satisfactory condition except as may be indicated elsewhere in this agreement. RESIDENT agrees to keep the premises and all items in good order and good condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by the RESIDENT, his guest(s) and/or invitee(s), except as provided by law. At the termination of this agreement, RESIDENT shall leave premises in clean and good condition except for reasonable wear and tear and the premises shall be free of all personal property and trash not belonging to LANDLORD. It is agreed that all dirt, holes, tears, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.
10. **ALTERATIONS:** RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the LANDLORD, except as may be provided by law.
11. **PROPERTY MAINTENANCE:** RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size and nature as are not normally acceptable by the garbage hauler. RESIDENT shall be responsible for keeping the kitchen and bathroom drains free of things that may tend to cause clogging of the drains. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by stopping of waste pipes or overflow from bathtubs, wash basins, or sinks.
12. **POLICIES & PROCEDURES:** RESIDENT shall comply with all policies and procedures as stated on separate addendum, but which are deemed part of this rental agreement and a violation of any policies & procedures is considered breach of this agreement.

13. **TERMINATION:** After expiration of the leasing period, this agreement is automatically terminate unless expressly granted by LANDLORD. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT's belongings, and keys and other property furnished for RESIDENT's use are returned to LANDLORD. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages which may include damages to LANDLORD's loss of prospective new renters.
14. **INSURANCE:** RESIDENT acknowledges that the property insurance does not cover personal property damage caused by fire, theft, rain, ware, acts of God, acts of others, and/or any other causes, nor shall LANDLORD be held liable for such losses. RESIDENT is hereby advised to obtain his own insurance policy to cover any personal losses.
15. **RIGHT OF ENTRY AND INSPECTION:** LANDLORD may enter, inspect, and/or repair the premises at any time in case of emergency or suspected abandonment. LANDLORD shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspections and repairs. LANDLORD is permitted to make all alternations, repairs and maintenance that in LANDLORD's judgment is necessary to perform.
16. **ASSIGNMENT:** RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof.
17. **PARTIAL INVALIDITY:** Nothing contained in this agreement shall be construed as waiving any of the LANDLORD's or RESIDENT's rights under the law. If any part of this agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this agreement nor shall it affect the validity or enforceability of any other provision of this agreement.
18. **ATTORNEY FEES:** If any legal action or proceedings be brought by either party of this agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded.
19. **JOINTLY AND SEVERALLY:** The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement.
20. **LEAD NOTIFICATION REQUIREMENT:** For rental dwellings built before 1978, RESIDENT acknowledges receipt of the following: (Please check)
____ Lead-based Paint Disclosure Form
____ EPA Pamphlet

21. ADDITIONS AND/OR EXCEPTIONS:

No smoking is permitted inside the residence at any time.
RESIDENT is responsible for routine lawn care.

22. NOTICES: All notices to RESIDENT shall be served at RESIDENT's premises and all notices to LANDLORD shall be served at: _____.

23. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between LANDLORD and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid.

24. RECEIPT OF AGREEMENT: The undersigned RESIDENT(S) have read and understand this agreement and hereby acknowledge receipt and a copy of this rental agreement.

RESIDENT'S Signature: _____
Date _____ ROBERT RYAN DECKER

RESIDENT'S Signature: _____
Date _____

CITY OF HATTIESBURG
LANDLORD'S or Agent's Signature: BY: _____
Date _____, its _____



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, July 2, 2024

Re: Acknowledge bids received on June 27, 2024, for the Hattiesburg Fire Station #1 HVAC Upgrades project and accept the base bid and add alternate #1 from Phoenix Construction, LLC in the total amount of \$293,000.00 as the lowest and best bid received; and authorize the Mayor to execute contracts upon preparation.
File Number: 2024-271
Minute Book #

Summary

Acknowledge bids received on June 27, 2024, for the Hattiesburg Fire Station #1 HVAC Upgrades project and accept the base bid and add alternate #1 from Phoenix Construction, LLC in the total amount of \$293,000.00 as the lowest and best bid received; and authorize the Mayor to execute contracts upon preparation..

Recommendation Statement

I recommend approval of this item.

Please place this on the July 2, 2024 City Council meeting for consideration.

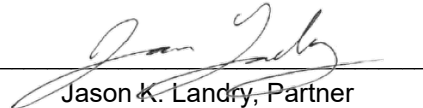
**HATTIESBURG FIRE STATION ONE -
 HVAC UPGRADES**

HATTIESBURG, MISSISSIPPI

PROJECT NUMBER: CN 23-4064 BID DATE: June 27, 2024

CONTRACTOR	Resp. No.	# of Days	BASE BID	Add Alt. #1 Lay-In Ceilings	TOTAL
Hanco Corporation	10558-MC	210	\$574,000.00	\$0.00	\$574,000.00
Phoenix Construction L.L.C.	19024-MC	120	\$282,000.00	\$11,000.00	\$293,000.00

I CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE TABULATION OF BIDS ON THE ABOVE REFERENCED PROJECT;


 Jason K. Landry, Partner

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: Hanco Corporation

Operating as a Mississippi (corporation/partnership/individual)

Doing (State) Business as Hanco Corporation

FOR CITY OF HATTIESBURG, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

HATTIESBURG FIRE STATION ONE - HVAC UPGRADES

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days: 90 (bidder insert days).

Bidder acknowledges receipt of the following addenda:

No. 1 6/13/24, No. _____, No. _____

No. _____, No. _____, No. _____

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

Five Hundred Seventy Four Thousand
\$ 574,000.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATES. Refer to Section 012300 ALTERNATES. The following alternates are to be selected by the Owner as it is in its best interest.

Alternate No. 1. LAY-IN CEILING per Section 012300

zero

0

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will prevail.

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 10658-MC

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is _____

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are _____

Bidder certifies that he is: (initials)

a Mississippi Resident Contractor CH. CH.

OR a Non Resident Contractor _____

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3-31-21 (3) of the Mississippi Code of 1972 as amended.

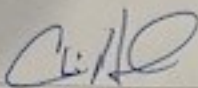
STATION ONE - HVAC UPGRADES

05/06/2024
CNR 23-4664

I agree to hold this proposal open for acceptance for 45 days after the bid date and certify that
I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Signed:



Date: 6/27/2024

Printed Name: Chris Hudson

Title: President

Firm: Hanco Corporation

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and
Bid Bond as applicable and as it is to appear in a contract).

Address: P.O. Box 17678

City/State/Zip: Hattiesburg, MS 39404-7678

Office: (601) 583-6500

Cell: (601) 554-6130

END OF PROPOSAL - END OF SECTION



Bid Bond

CONTRACTOR:*(Name, legal status and address)*

Hanco Corporation
P O Box 17678
Hattiesburg, MS 39401

SURETY:*(Name, legal status and principal place of business)*

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

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.

BOND AMOUNT: Five Percent (5%) of the Amount Bid-----

PROJECT:*(Name, location or address, and Project number, if any)*

Hattiesburg Fire Station One - HVAC Upgrades
CN#23-4064

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No. 8208782-016039

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christopher H. Butler, David Fortenberry, Debbie Dunsen, Denny B. Mason, James E. Braisher, Jim E. Braisher, Joseph R. Dracich, Kathleen B. Steinboeck, Kimberly B. Spilum, Leslie Anderson, Lisa R. Butler, Mary J. Norral, Patrick T. Mason, R. T. Jones, Sharon Yates, Susan Bernier, Teresa Poley, Tracy P. Wiegner

all of the city of Quilley, state of MS, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of April, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 25th day of April, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes herein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commission Expires March 23, 2025
Commission Number 170044
Teresa Pastella, Notary Public

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of June, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUN@libertymutual.com.

SECTION 00 42 13 PROPOSAL FORM

PROPOSAL OF (hereinafter called "Bidder"),

Firm Name: Phoenix Construction, LLC,

Operating as a Limited Liability Company (corporation/ partnership/ individual)

Doing (State) Business as Phoenix Construction, LLC.

FOR CITY OF HATTIESBURG, (hereinafter called "Owner").

The Bidder, in compliance with your Advertisement for Bids for the construction of THE FOLLOWING PROJECT:

HATTIESBURG FIRE STATION ONE – HVAC UPGRADES

and having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in a written "Notice to Proceed" from the Architect and to substantially complete the project within THE FOLLOWING consecutive calendar days; 120 (bidder insert days).

Bidder acknowledges receipt of the following addenda:

No. 1, No. _____, No. _____

No. _____, No. _____, No. _____

BASE BID: Bidder agrees to perform all of the General, Mechanical, and Electrical Construction, and all other work shown on drawings or specified herein for the sum of:

Two hundred & Eighty two
THOUSAND \$ 282,000.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

ALTERNATE PROPOSALS: Refer to Section 012300 ALTERNATES. The following alternates which modify the scope of the work per Section 011100 may be selected by the Owner as it determines such to be in its best interest:

Alternate No. 1: LAY-IN CEILINGS per Section 012300

ELEVEN THOUSAND \$ 12,000.00

Amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.

OWNERS RIGHTS:

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

BID SECURITY:

Enclosed is a bid bond signed by a Mississippi Agent or certified check payable to the Owner in the sum equal to at least five percent (5%) of the base bid. This sum is to become the property of the Owner in the event the contract, Contract Bond and Certificate of Insurance are not executed within ten (10) days of Notification of Bidder of acceptance of bid. These liquidated damages are for the delay and additional expense to the Owner.

BIDDER QUALIFICATIONS:

I certify that I meet all qualifications specified for this project, and that for Base Bids exceeding \$50,000.00 I possess a Mississippi Certificate of Responsibility valid for this project. Mississippi Certificate of Responsibility Number 19024-MC.

Note: when the bidder is a joint venture, the joint venture Mississippi Certificate of Responsibility Number is _____.

OR the joint venture member firms and their respective Mississippi Certificate of Responsibility Numbers are _____.

Bidder certifies that he is: **(initial)**

a Mississippi Resident Contractor MB

OR a Non Resident Contractor _____

When a non resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident State's current law pertaining to such State's treatment of non resident contractor as required by Title 31, Chapter 3 - 31-3-21 (3) of the Mississippi Code of 1972 as amended.

ACCEPTANCE

I agree to hold this proposal open for acceptance for 45days after the bid date and certify that
I am authorized to enter my firm into a binding contract if this proposal is accepted.

SIGNATURE

Signed:  Date: 06/27/2024 .

Printed Name: Miles Buchanan .

Title: President .

Firm: Phoenix Construction, LLC .

(Exact name of firm corresponding to Mississippi Certificate of Responsibility Number and
Bid Bond as applicable and as it is to appear in a contract).

Address: 10028 3rd Avenue .

City/State/Zip: D'Iberville, MS 39540 .

Office: (228) 669-5328 Cell: (228) 669-5328

END OF PROPOSAL - END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

Bond Number:

CONTRACTOR:

(Name, legal status and address)

Phoenix Construction, LLC.
5255 Whetstone Road
D'Iberville, MS 39540

OWNER:

(Name, legal status and address)

City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

SURETY:

(Name, legal status and principal place of business)

Fair American Insurance and
Reinsurance Company
365 Northridge Road, Suite 250
Atlanta, GA 30350

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.

BOND AMOUNT:

Five Percent of Bid Amount (5% of Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)

Project Number, if any:

Hattiesburg Fire Station One - HVAC Upgrades

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, 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.

Signed and sealed this 27th day of June, 2024.


(Witness)


(Witness) Megan Lann

Phoenix Construction, LLC.

(Principal)

(Seal)

(Title)

Fair American Insurance and Reinsurance Company

(Surety)

(Seal)

(Title)

Scott E. Stoltzner, Attorney-In-Fact

FAIR AMERICAN INSURANCE AND REINSURANCE COMPANY
One Liberty Plaza, 165 Broadway, New York, NY 10006
POWER OF ATTORNEY

Know all men by these Presents, that Fair American Insurance and Reinsurance Company ("Company"), a New York corporation, had made, constituted and appointed, and by these presents does make, constitute and appoint, Stefan E. Tauger of Parker, Colorado; Arthur S. Johnson of Atlanta, Georgia; James E. Feldner of West Lake, Ohio; Jeffery L. Booth of Blacklick, Ohio; Melanie J. Stokes of Atlanta, Georgia; Scott E. Stoltzner of Birmingham, Alabama; Jason S. Centrella of Jacksonville, Florida; or Alane Skaff of Tampa, Florida, EACH as its true and lawful attorney-in-fact to sign, execute, seal, deliver for, and on behalf of the said Company, and as its act and deed any place in the United States any and all surety, bonds, undertakings, recognizances and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$7,000,000 (Seven Million Dollars), any single instance. Provided, however, that this power of attorney limits the acts of those named herein; and they shall have no authority to bind the Company except in the manner stated and to the extent of any limitation herein.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolutions adopted pursuant to due authorization by the Board of Directors of the Company on the 2nd day of February 2016.

RESOLVED, that the President, Chairman, or any Senior Vice President or Vice President of the Company, in conjunction with any Senior Vice President or Vice President, be, and that each or any of them hereby is, authorized to appoint Attorneys-in-fact of the Company as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all bonds, undertakings, recognizances, contracts of suretyship and other surety obligations. Such Attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the President and attested by the Secretary.

FURTHER RESOLVED, that any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Senior Vice President, in conjunction with any Senior Vice President or Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.

IN WITNESS WHEREOF, the Company has caused its official seal to be hereto affixed, and these presents to be sealed with its corporate seal and duly attested to by the President and this Vice President this 18th day of August 2023.



STATE of NEW YORK
COUNTY of NEW YORK

Fair American Insurance and Reinsurance Company

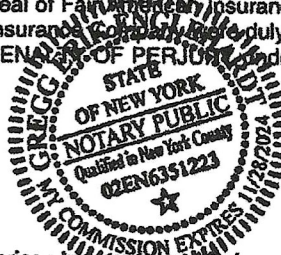
By:
Christopher O'Gwen, President and CEO

By:
Paul J. Claus, Vice President

On August 18, 2023 before me, the above named President and Vice President, personally appeared, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, that they know the seal of Fair American Insurance and Reinsurance Company, and that their signatures and the seals of Fair American Insurance and Reinsurance Company were duly affixed and subscribed to said instrument by the authority and direction of the Company. I certify under PENALTY OF PERJURY under the laws of the State of New York that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature (Seal)



I, Christopher O'Gwen, the undersigned, an Officer of Fair American Insurance and Reinsurance Company, a New York Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney is a true and correct copy of the original power of attorney, and do hereby further certify that the said Powers are still in force and effect.

Signed and sealed at the City of New York. Dated the 27th day of June, 2024

Christopher O'Gwen, President and CEO

No.

BND1011206-00



PHOENIX
CONSTRUCTION

Phoenix Construction, LLC

10028 3rd Ave, Unit B

D'Iberville, MS 39540

Phone: 228-669-5328

MS COR#: 19024-MC

CITY OF HATTIESBURG
CITY COUNCIL CHAMBERS AT CITY HALL
200 FORREST STREET, HATTIESBURG, MS 39401

SEALED BID FOR:

HATTIESBURG FIRE STATION ONE – HVAC UPGRADES

Project Number: CN23-4064

TO BE OPENED ON: June 27, 2024 @ 10:00AM



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, July 2, 2024

Re: Approve Change Order No. 5 to the contract with Hemphill Construction Co., for Water Plant #1 Phase II Project for an increase of \$5,068.08; and authorize the Mayor to execute the same.
File Number: 2024-284
Minute Book #

Summary

Recommendation Statement

I recommend approval of Change Order No. 5

Please place this on the July 2, 2024 City Council meeting for consideration.

Date of Issuance:	March 18, 2024	Effective Date:	
Owner:	City of Hattiesburg	Owner's Contract No.:	
Contractor:	Hemphill Construction	Contractor's Project No.:	
Engineer:	Shows, Dearman and Waits, Inc.	Engineer's Project No.:	1273-W015, Phase 2
Project:	Water Plant #1 Rehabilitation, Phase 2	Contract Name:	

The Contract is modified as follows upon execution of this Change Order:

Description: The amount of spall repair in the clear well was slightly larger than estimated. An additional 16 mortar-crete kits was required in order to complete the patching.

Attachments: None

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price:	Notice to Proceed: <u>September 1, 2023</u>
\$1,605,000.00	Calendar Days: <u>150</u>
	Substantial Completion: <u>January 29, 2024</u> <i>days or dates</i>
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> :	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> :
\$135,602.20	Substantial Completion: <u>158</u> <i>days</i>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$1,740,602.20	Substantial Completion: <u>July 5, 2024</u> <i>date</i>
[Increase] [Decrease] of this Change Order:	[Increase] [Decrease] of this Change Order:
\$5,068.08	Substantial Completion: <u>0</u> <i>days</i>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$1,745,688.28	Substantial Completion: <u>July 5, 2024</u> <i>date</i>

RECOMMENDED:

By: [Signature]
Engineer
Title: Vice President
Date: 7-1-2024

ACCEPTED:

By: _____
Owner (Authorized Signature)
Title: _____
Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)
Title: President
Date: 7/1/2024



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, July 2, 2024
Re: Addendum to the Claims Docket - invoice payable to Housing Economic Resources and Education, in the amount of \$500.00.
File Number: 2024-285
Minute Book #

Summary

Recommendation Statement

I recommend approval of invoice payable to Housing Economic Resources and Education.

Please place this on the July 2, 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

TO: City Council members

FROM: Kermas Eaton, Director of Administration/City Clerk

DATE: July 1, 2024

RE: **Additional claims**

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

Thank you.

ADDENDUM CLAIMS DOCKET
PERIOD ENDING JUNE 30, 2024

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	HOUSING ECONOMIC RESOURCES & EDUCATION	101	N/A	ADVERTISEMENT/SPONSOR SILVER	6/28/24	1000901	500.00

TOTAL 500.00



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Lisa Luu Jolly, Deputy Clerk of Council
cc: Ronda Kennedy, Clerk of Council
Date: Tuesday, July 2, 2024
Re: Approve the minutes for the June 17 & 18, 2024 meetings of the City Council.
File Number: 2024-277
Minute Book #

Summary

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

Recommendation Statement

I recommend approval of the minutes.

Please place this on the July 2, 2024 City Council meeting for consideration.

Published Agenda



**Monday, June 17, 2024
4:00 PM**

**City Council
Monday Meeting Agenda**

**Council Chambers
200 Forrest Street**

Call to Order

- **Agenda Adjustments - Delete Policy Item #7 at the request of the Administration.**

Agenda Review

Citizens' Forum

Meeting Recess

Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, June 17, 2024**, in Council Chambers at City Hall; same being from an adjourned meeting held on June 4, 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.

Agenda Adjustments

The Clerk of Council read aloud the amendments to the agenda.

Delete Policy Item #7 at the request of the Administration.

Agenda Review

Council President George proceeded with the Agenda Review.

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

Citizens' Forum

Council Vice President Ware proceeded with the Citizens' Forum.

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

The following citizens addressed the Council:

- Helen Lambert, 715 N. 30th
- Steve Zary, P.O. Box 373
- Kathryn Floyd, 240 Pinehills Dr.
- Joy Lubritz, 205 Pinehills Dr.
- Joe Wiley, 300 Pinehills Dr.

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

Council Vice President Ware closed the Citizen Forum.

Meeting Recess

Council President George declared the **meeting recessed at 4:51 p.m., this 17th day of June, 2024**, by unanimous consent, until the 18th day of June, 2024.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor



Tuesday, June 18, 2024
5:00 PM

City Council
Tuesday Meeting Agenda

Council Chambers
200 Forrest Street

Call to Order

Call to Prayer and Pledge of Allegiance

Presentation Agenda

Agenda Adjustments - Add Policy Item #18 at the request of the Administration as follows:

- | | | |
|-----|----------|--|
| 18. | 2024-261 | Adopt an Ordinance approving and granting a non-exclusive Franchise Agreement to Uniti Fiber Gulf Co LLC for the construction and operation of telecommunications facilities in Hattiesburg, MS. |
|-----|----------|--|

POLICY AGENDA

- | | | |
|-----|----------|--|
| 1. | 2024-234 | Approve the minutes for the June 3 & 4, 2024 meetings of the City Council. |
| 2. | 2024-171 | Adopt an Ordinance amending a comprehensive zoning district map to change a property located at 3000 and 3016 W 7th Street from R-3 to I-2 as requested by Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative. Planning Commission recommended approval on June 5th, 2024. |
| 3. | 2024-175 | Adopt an Ordinance amending a comprehensive zoning district map to change a property located at 111 Pinehills Drive from from A-2 (Agricultural Residential) to R-1A (Single-family residential) as requested by Jacob Shemper, owner. Planning Commission recommended denial on June 5th, 2024. |
| 4. | 2024-177 | Adopt an Ordinance amending a comprehensive zoning district map to change properties located on South Street and 4th Street from R-1C (Single-family residential) to B-2 (Neighborhood Business) as requested by Hattiesburg Public School District, owner, and Hunter Andrews, engineer. Planning Commission recommended approval on June 5th, 2024. |
| 5. | 2024-173 | Adopt an Ordinance amending a comprehensive zoning district map to change a property located at 102 South Street from R-1C (Single-Family Residential) to R-3 (Multi-family residential, as requested by Clifford Lockhart, representative, and Matthew H. Bailey, owner, and Jackie. D. Baily, owner. Planning Commission recommended denial on June 5th, 2024. |
| 6. | 2024-172 | Approve a preliminary plat for a major subdivision requested by Richard Hiatt, owner, for a property located on North 30th Avenue, and North 31st Avenue. |
| 7. | 2024-174 | - Deleted - |
| 8. | 2024-200 | Approve a zoning buffer variance requested by Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, from the minimum required zoning buffer of 60 ft for an I-1 zoned property adjacent to a residential zoned property to 10 ft. The Board of Adjustment recommended approval on June 5th, 2024. |
| 9. | 2024-219 | Approve a fence height variance as requested by Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, to vary from the maximum allowed fence height in a front yard of 4 feet to instead allow for an 8 ft fence. |
| 10. | 2024-202 | Approve a sidewalk requirement variance as requested by Hastings Puckett, owner, to vary from the minimum 5ft width sidewalk requirement for a B-5 zoned property to instead allow for a 0ft sidewalk. The Board of Adjustment recommended approval on June 5th, 2024. |
| 11. | 2024-231 | Adopt the June 18th, 2024 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance. |
| 12. | 2024-238 | Adopt a Resolution naming the Hattiesburg Arts Center in honor of Rebekah Stark Johnson. |
| 13. | 2024-232 | Adopt a Resolution declaring property identified as Forrest County Parcel PPIN 17845 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 Robert Decker and any and all interest holders in said property and to acquire the rights to the property from all interest holders and authorize issuance of a manual check to include any and all associated closing costs. |
| 14. | 2024-235 | Approve Supplemental Agreement No. 2 with R & J Construction, Inc. for the Country Club Road Reconstruction project to account for quantity overruns and adjust the final contract amount to \$2,195,317.29; Authorize the Mayor to execute in duplicate. |
| 15. | 2024-236 | Approve proposed Mississippi Development Authority Economic Development Highway Construction Program for the City of Hattiesburg Project No. DECD-0018(36)BO known as the Midtown Streetscapes Project and authorize the Mayor and Council Members to sign it in duplicate. |
| 16. | 2024-233 | Approve purchase of a portion of property located at PPIN 16256, Parcel # 2-028P-08-087.00 and establish just compensation and authorize the Mayor to make a fair market offer in the amount of \$15,000.00 to James Erret, Jr. and any and all interest holders in said property and to acquire rights to |

- the property from all holders and authorize issuance of manual check to include any and all associated closing costs.
17.

2024-229

Approve advertising sponsorship for the 2024 Star Spangled Celebration on the River, July 3, 2024, in accordance with Mississippi 17-3-1, in the amount of \$9500.00, and authorize issuance of manual check for the same.

ROUTINE AGENDA

1.

2024-230

Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendment to the FY 2023-2026 Transportation Improvement Plan (TIP).
2.

2024-228

Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
3.

2024-237

Approve claims docket for the period ending June 14, 2024.
4.

2024-239

Approve Specifications and Authorize publication of Advertisement for two (2) or more Chasis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck(s).

In Memoriam:

- Mrs. Jacqueline Hitson Weeks
- Mr. Milton Dudley Dearman
- Mrs. Martha Webb Nicholson
- Ms. Harriet Barney Johnson
- Mrs. Nell Lee
- Mr. Marcus Leon Daniels, Jr.
- Mrs. Barbara Phillips
- Mrs. Gracie M. Chestnut-Hinton

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, June 18, 2024**, in Council Chambers at City Hall; same being from a recessed meeting held on June 17, 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 Pastor Jeremiah Andrews of Central Baptist Church.

The Pledge of Allegiance was led by Kermas Eaton.

Presentation Agenda

The PRESENTATION AGENDA came before the Council.

There were no presentations at this time.

Agenda Adjustments

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Add Policy Item #18 at the request of the Administration as follows:

18.

2024-261

Adopt an Ordinance approving and granting a non-exclusive Franchise Agreement to Uniti Fiber Gulf Co LLC for the construction and operation of telecommunications facilities in Hattiesburg, MS.

Attachments: [MS Standard Form Franchise Agreement for Uniti Fiber GulfCo LLC\(23858556.2\)](#)

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. **2024-234** Approve the minutes for the June 3 & 4, 2024 meetings of the City Council.

Attachments: [06-03-2024 PH, AR Mins.](#)
 [06-04-2024 Mins.](#)

A MOTION was made by Council Member Brown and seconded by Council Member Carroll to Approve the minutes for the June 3 & 4, 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. **2024-171** Adopt an Ordinance amending a comprehensive zoning district map to change a property located at 3000 and 3016 W 7th Street from R-3 to I-2 as requested by Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative. Planning Commission recommended approval on June 5th, 2024.

Attachments: [A1 Staff Summary - Mississippi Tank Co](#)
 [A1 Image Sheet - 3000 W 7th St](#)
 [MS Tank PH Application](#)
 [Thomas Eugene Dixon & Greta Barnes Dixon](#)
 [LandLady Investments mtg](#)
 [LandLady Investments signed OK](#)
 [Mildred Maddox conversation](#)
 [Mildred Maddox Real Estate variance lttr](#)
 [Thomas Dixon & Greta Dixon](#)
 [Exhibit A-1 - Aerial from 1960](#)
 [Ordinance - Mississippi Tank Zoning Change _DRAFT](#)
 [MINUTES June HPC](#)

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Amend comprehensive zoning I-2 to I-1, due to an error.

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

Adopt an Ordinance (#3352) amending a comprehensive zoning district map to change a property located at 3000 and 3016 W 7th Street from R-3 to I-1 as requested by Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative.

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. **2024-175** Adopt an Ordinance amending a comprehensive zoning district map to change a property located at 111
[DENIED] Pinehills Drive from from A-2 (Agricultural Residential) to R-1A (Single-family residential) as
requested by Jacob Shemper, owner. Planning Commission recommended denial on June 5th, 2024.

Attachments: E1 Staff Summary - 111 Pinehills Drive
 E2 and F2 Image Sheet - Pinehills Rezone and Subdivision
 PH Application and supporting materials -111 Pinehills Dr - Pinehills
 111 Pinehills drive - letter
 Exhibit E-1 - Letter of Support Edmonson
 Exhibit E-2 - letter of support Stetelman
 Exhibit E-3 - letter of support oliver
 Exhibit E-4 - petition of opposition neighborhood
 MINUTES June HPC

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Deny an Ordinance amending a comprehensive zoning district map to change a property located at 111 Pinehills Drive from A-2 to R-1A upon the Planning Commission's recommendation.

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. **2024-177** Adopt an Ordinance amending a comprehensive zoning district map to change properties located on
South Street and 4th Street from R-1C (Single-family residential) to B-2 (Neighborhood Business) as
requested by Hattiesburg Public School District, owner, and Hunter Andrews, engineer. Planning
Commission recommended approval on June 5th, 2024.

Attachments: G1 Staff Summary - Hattiesburg High
 G2 Image Sheet - Hattiesburg High
 Stadium Dr - Paking Lot - Hattiesburg Public School District - APPLICATION
 Ordinance - Hattiesburg High
 MINUTES June HPC

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Adopt an Ordinance (#3353) amending a comprehensive zoning district map to change properties located on South Street and 4th Street from R-1C to B-2 as requested by Hattiesburg Public School District, owner, and Hunter Andrews, engineer.

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. **2024-173** Adopt an Ordinance amending a comprehensive zoning district map to change a property located at 102
[DENIED] South Street from R-1C (Single-Family Residential) to R-3 (multi-family residential, as requested by
Clifford Lockhart, representative, and Matthew H. Bailey, owner, and Jackie. D. Baily, owner. Planning
Commission recommended denial on June 5th, 2024.

Attachments: C1 Staff Summary - 102 South Street
 C2 Image Sheet - 102 South Street
 PH Application - 102 South Street
 Exhibit C-1 - Letter of opposition Edmonson & Ott
 Ordinance - 102 South Street
 MINUTES June HPC

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Deny an Ordinance amending a comprehensive zoning district map to change a property located at 102 South Street from R-1C to R-3 upon the Planning Commission's recommendation.

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

Yeas: 4 - George, Carroll, Ware and Brown

Nays: 1 - Delgado

6.

2024-172

Approve a preliminary plat for a major subdivision requested by Richard Hiatt, owner, for a property located on North 30th Avenue, and North 31st Avenue.
- Attachments:

B1 Staff Summary - 715 N 31st Ave

B2 Image Sheet - 715 N 31st Ave

N 30th Ave & N 31st Ave - Wood Glen Addition

Recorded subdivision - Goldsmith Manner

MINUTES June HPC

A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Approve a preliminary plat for a property located on North 30th Avenue, and North 31st Avenue.

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.

2024-174

- Deleted -
8.

2024-200

Approve a zoning buffer variance requested by Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, from the minimum required zoning buffer of 60 ft for an I-1 zoned property adjacent to a residential zoned property to 10 ft. The Board of Adjustment recommended approval on June 5th, 2024.
- Attachments:

A1 - Mississippi Tank Co

A1 - Mississippi Tank Image sheet

PH Application

LandLady Investments signed OK

Letters of Approval

Mildred Maddox conversation

Mildred Maddox Real Estate variance ltr

Mississippi Tank Company land description for zoning change with variance to extend parking lot

Thomas Dixon & Greta Dixon

Thomas Eugene Dixon & Greta Barnes Dixon

LandLady Investments mtg

Exhibit A-1 - Aerial from 1960

MINUTES BOA JUNE

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve a zoning buffer variance from the minimum required zoning buffer of 60 ft for an I-1 zoned property adjacent to a residential zoned property to 10 ft.

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. **2024-219** Approve a fence height variance as requested by Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, to vary from the maximum allowed fence height in a front yard of 4 feet to instead allow for an 8 ft fence.

Attachments: A1 - Mississippi Tank Co
 A1 - Mississippi Tank Image sheet
 PH Application
 Letters of Approval
 Mildred Maddox conversation
 Mildred Maddox Real Estate variance lttr
 Mississippi Tank Company land description for zoning change with variance to extend
 parking lot
 Thomas Dixon & Greta Dixon
 Thomas Eugene Dixon & Greta Barnes Dixon
 LandLady Investments mtg
 LandLady Investments signed OK
 MINUTES BOA JUNE

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Approve a fence height variance to vary from the maximum allowed fence height in a front yard of 4 feet to instead allow for an 8 ft fence.

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. **2024-202** Approve a sidewalk requirement variance as requested by Hastings Puckett, owner, to vary from the minimum 5ft width sidewalk requirement for a B-5 zoned property to instead allow for a 0ft sidewalk. The Board of Adjustment recommended approval on June 5th, 2024.

Attachments: 7128 Hwy 49 - Fence and Storage space
 D2 Image Sheet - Puckett 7128 US 49
 7128 US Hwy 49 - Pucket Rents Yard Expansion - VARIANCE APPLICATION
 MINUTES BOA JUNE

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve a sidewalk requirement variance to vary from the minimum 5ft width sidewalk requirement for a B-5 zoned property to instead allow for a 0ft sidewalk.

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. **2024-231** Adopt the June 18th, 2024 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt Resolution authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

Attachments: 3113_001

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt the June 18th, 2024 Amendments to the budget for the City of Hattiesburg for fiscal year ending September 30, 2024 and adopt Resolution (#2024-66) authorizing publication of amendments for funds in excess of 10% of the originally appropriated fund balance.

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

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

Nays: 0

12. **2024-238** Adopt a Resolution naming the Hattiesburg Arts Center in honor of Rebekah Stark Johnson.

Attachments: Resolution - Rebekah Stark Johnson Community Arts Center

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution (#2024-67) naming the Hattiesburg Arts Center in honor of Rebekah Stark Johnson.

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. **2024-232** Adopt a Resolution declaring property identified as Forrest County Parcel PPIN 17845 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 Robert Decker and any and all interest holders in said property and to acquire the rights to the property from all interest holders and authorize issuance of a manual check to include any and all associated closing costs.

Attachments: Resolution - Decker- PPIN # 17845
 17845 offer ltr 022724 decker
 17845 title opin decker 101423
 2807 Hillside Dr

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Adopt a Resolution (#2024-68) declaring property identified as Forrest County Parcel PPIN 17845 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 Robert Decker and any and all interest holders in said property and to acquire the rights to the property from all interest holders and authorize issuance of a manual check to include any and all associated closing costs.

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. **2024-235** Approve Supplemental Agreement No. 2 with R & J Construction, Inc. for the Country Club Road Reconstruction project to account for quantity overruns and adjust the final contract amount to \$2,195,317.29; Authorize the Mayor to execute in duplicate.

Attachments: Country Club Rd Cover Ltr
 Country Club Rd Supplemental Agreement No. 2

A MOTION was made by Council Member Brown and seconded by Council Member Delgado to Approve Supplemental Agreement No. 2 with R & J Construction, Inc. for the Country Club Road Reconstruction project to account for quantity overruns and adjust the final contract amount to \$2,195,317.29; Authorize the Mayor to execute in duplicate.

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

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

Nays: 0

15. **2024-236** Approve proposed Mississippi Development Authority Economic Development Highway Construction Program for the City of Hattiesburg Project No. DECD-0018(36)BO known as the Midtown Streetscapes Project and authorize the Mayor and Council Members to sign it in duplicate.

Attachments: 6-5-24 MDA-EDH Program Form - MidTown

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve proposed Mississippi Development Authority Economic Development Highway Construction Program for the City of Hattiesburg Project No. DECD-0018(36)BO known as the Midtown Streetscapes Project and authorize the Mayor and Council Members to sign it in duplicate.

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

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

Nays: 0

16.

2024-233

Approve purchase of a portion of property located at PPIN 16256, Parcel # 2-028P-08-087.00 and establish just compensation and authorize the Mayor to make a fair market offer in the amount of \$15,000.00 to James Erret, Jr. and any and all interest holders in said property and to acquire rights to the property from all holders and authorize issuance of manual check to include any and all associated closing costs.
- Attachments:

PPIN 16256 - Report

1235-203_Survey_2023-06-13

16256 title opin james 092423

Disclosure information

New Freddie mac form

New partial release package

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to Approve purchase of a portion of property located at PPIN 16256, Parcel # 2-028P-08-087.00 and establish just compensation and authorize the Mayor to make a fair market offer in the amount of \$15,000.00 to James Erret, Jr. and any and all interest holders in said property and to acquire rights to the property from all holders and authorize issuance of manual check to include any and all associated closing costs.

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.

2024-229

Approve advertising sponsorship for the 2024 Star Spangled Celebration on the River, July 3, 2024, in accordance with Mississippi 17-3-1, in the amount of \$9500.00, and authorize issuance of manual check for the same.
- Attachments:

Star Spangle Celebration Invoice 2024

A MOTION was made by Council Member Carroll and seconded by Council Member Brown to Approve advertising sponsorship for the 2024 Star Spangled Celebration on the River, July 3, 2024, in accordance with Mississippi 17-3-1, in the amount of \$9500.00, and authorize issuance of manual check for the same.

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

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

Nays: 0

18.

2024-261

Adopt an Ordinance approving and granting a non-exclusive Franchise Agreement to Uniti Fiber Gulf Co LLC for the construction and operation of telecommunications facilities in Hattiesburg, MS.
- Attachments:

MS Standard Form Franchise Agreement for Uniti Fiber GulfCo LLC(23858556.2)

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Adopt an Ordinance (#3354) approving and granting a non-exclusive Franchise Agreement to Uniti Fiber Gulf Co LLC for the construction and operation of telecommunications facilities in Hattiesburg, MS.

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.

2024-230

Acknowledge the setting of a public comment period by the Hattiesburg-Petal-Forrest-Lamar MPO for the proposed amendment to the FY 2023-2026 Transportation Improvement Plan (TIP).

Attachments:

TIP Page - Hall Ave West Overpass
PUBLIC NOTICE - FY2023-2026 TIP Amendments 6 10 24
2.

2024-228

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

Attachments:

Memo's (06-18-2024)
Receipts (06-18-2024)
Deeds (06-18-2024)
3.

2024-237

Approve claims docket for the period ending June 14, 2024.

Attachments:

DOCKET 24.06.14
DT 24.06.14
4.

2024-239

Approve Specifications and Authorize publication of Advertisement for two (2) or more Chasis Mounted 24 Yard Automated Side Loading Refuse Collection Garbage Truck(s).

Attachments:

Notice to Bidders - 24 Yd side loading refuse
Side Loading refuse Truck. 6-24

Executive Session

A MOTION was made by Council Vice President Ware for the Council to enter closed session to determine the need to enter Executive Session at 5:20 p.m.

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

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

A MOTION was made by Council Vice President Ware and seconded by Council Member Carroll to enter Executive Session to discuss strategy or negotiations with respect potential litigation, since to have an open meeting on this would have a detrimental effect on the litigating position of the City, in accordance with Mississippi Code Section 25-41-7 (b) at 5:21 p.m.

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 Mayor left the Chambers at 5:21 p.m. and did not return.

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

Those present for the Executive Session were Council members Jeffrey George, Deborah Delgado, Carter Carroll, Dave Ware and Nicholas Brown; Director of Administration/City Clerk, Kermas Eaton; City Attorney, Randy Pope; Chief Administrative Officer, Ann Jones; Chief Financial Officer, Malcolm Berch; Police Major, Tony Fontaine; Fire Chief, Sherrocko Stewart; Director of Urban Development, Wiley Quinn; Director of Parks and Recreation, Betsy Mercier; Chief Communications Officer, John Arender; Clerk of Council, Ronda Kennedy; and Deputy Clerk of Council, Lisa Luu Jolly.

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Add Letter of Representation in the PFAS contamination case.

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.

2024-279

Authorize the Mayor to execute agreement with Weisbrod Matteis & Copley PLLC (WMC) for representation in the PFAS contamination case.

Attachments: Agreement with WMC for representation in PFAS contamination cases

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Authorize the Mayor to execute agreement with Weisbrod Matteis & Copley PLLC (WMC) for representation in the PFAS contamination case.

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 Vice President Ware and seconded by Council Member Carroll exit Executive Session and re-open the meeting to the public at 5:32 p.m.

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

In Memoriam:

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

- Mrs. Jacqueline Hitson Weeks
- Mr. Milton Dudley Dearman
- Mrs. Martha Webb Nicholson
- Ms. Harriet Barney Johnson
- Mrs. Nell Lee
- Mr. Marcus Leon Daniels, Jr.
- Mrs. Barbara Phillips
- Mrs. Gracie M. Chestnut-Hinton

Meeting Adjourn

Council President George declared the **meeting adjourned at 5:33 p.m., this 18th day of June, 2024**, by unanimous consent, until the 1st day of July, 2024.

ATTEST:

APPROVE:

Clerk of Council

Council President

ATTEST AND CERTIFY:

APPROVE:

City Clerk

Mayor

Published Agenda



Friday, June 28, 2024 2:00 PM	City Council Special Called Meeting Agenda	Council Chambers 200 Forrest Street
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- Call to Order
- Declaration of Special Called Meeting
- Policy Items

- | | | |
|----|----------|---|
| 1. | 2024-278 | Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for fiscal year ending September 30, 2023, from Topp, McWhorter, Harvey, PLLC. |
|----|----------|---|

Call to Order and Declaration of a Special Called Meeting

BE IT REMEMBERED that the **Special Called meeting of the Hattiesburg City Council was held at 10:00 a.m. Friday, June 28, 2024**, in Council Chambers at City Hall; same being from an adjourned meeting held on June 18, 2024.

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

Council President George Called the meeting to order and declared the Special Called Meeting.

The Agenda Items came before the Council.

Policy Items

- | | | |
|----|----------|---|
| 1. | 2024-278 | Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for fiscal year ending September 30, 2023, from Topp, McWhorter, Harvey, PLLC. |
|----|----------|---|
- Attachments: [PDF Issued Financials – City of Hattiesburg – AUDIT](#)
[Signed SAS 114 with All Required Attachments](#)
[Signed SAS 115 Communication](#)

A MOTION was made by Council Member Carroll and seconded by Council Vice President Ware to Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for fiscal year ending September 30, 2023, from Topp, McWhorter, Harvey, PLLC.

Malcolm Berch, Chief Financial Officer, provided an overview of 2023 Audit.

Jabe Mills, CPA, CFE of Topp, McWhorter, Harvey, PPLC (TMH), provided the Council a summary and the findings of the City's 2023 Financial audit.

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

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

Nays: 0

Absent: 1 - Delgado

Meeting Recess

Council President George declared the **meeting adjourned at 2:26 p.m., this 28th day of June, 2024**, by unanimous consent, until the 1st day of July, 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: Wiley Quinn, Urban Development Director, Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, July 2, 2024

Re: Adopt an Ordinance amending the Land Development Code, Ord. No. 3209 as amended, to 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. The Planning Commission recommended approval with conditions.
File Number: 2024-1128
Minute Book #

Summary

Land Development Code Text Amendment Request – (Tabled from May 2024): 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.

Recommendation Statement

The Planning Commission recommended approval.

Please place this on the July 2, 2024 City Council meeting for consideration.



**Planning Commission
Case Fact Sheet**

Names of Petitioner: City of Hattiesburg

Request: **Ament the Land Development Code, Ord. No. 3209**

Purpose of Request:

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.

History / Background:

Please see the memo following this report outlining the proposed changes and reasoning.

Planning Staff plan to present this case on **April 3rd, 2024, and the May 1st, 2024** Planning Commission Agenda to ensure adequate time for the public to review the proposed changes. Planning Division staff also want to ensure adequate time for public outreach, including sending direct mailers to the potentially affected properties by this text amendment in the City of Hattiesburg.

The item was tabled at the May 1st, 2024 Planning Commission.

Applicable Regulations:

SECTION 4 - Types of Zoning Districts

4.5.1 A-1 Agricultural District: The purpose of the A-1 Agricultural District is to permit agricultural uses and low-density residential development. This district is consistent with the Rural Residential / Agricultural District in the Comprehensive Plan. The district is intended to encourage and protect rural uses from urbanization until such is warranted and the appropriate change in district classification is made.

SECTION 6- 6.1 District Dimensional Standards

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

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
A-1	130,680 / 100	1 per lot	-	25	-	15	25	35 feet or 3 stories	35%	-

SECTION 12

12.2 Categories of Development Approvals

12.3.1.3 Application Requirement; Action. Any application for an amendment to the text of the Land Development Code or Zoning Map shall address in writing the reason for the proposed amendment. City Council shall consider the request and, if it is approved the request, may ask staff to begin drafting the text amendment for consideration, or to amend the Official Zoning Map, whichever action is relevant.

Below is a list of the proposed Changes to the Land Development Code requested by the City of Hattiesburg:

Amend to add the following to Section 4 (Zoning Districts):

4.20.1.A

A-1 zoned properties that overlap with the regulatory flood zones as defined in the Flood Damage Prevention ordinance (Ordinance No. 3294, as amended), shall have a minimum lot size requirement of 5 acres (217,800ft²). The total allowable developable lot area shall not exceed 10% of the area within the regulatory floodplain.

Amend to add the following to Section 6 (Dimensional Standards)

6.1.1

Please reference section 4.20.1.A for dimensional standards for development in a regulatory floodway in zone A-1.

Option: Recommend **approval** or **denial** of the request for an Amending of the Land Development Code, Ord. No. 3209



URBAN DEVELOPMENT PLANNING DIVISION

MEMORANDUM

TO: TO ALL IT MAY CONCERN
FROM: Nathaniel Satcher, CFM, Senior Planner
DATE: March 27th, 2024
SUBJECT: Land Development Code Text Amendments for Floodplain Areas

Proposed Land Development Code Text Amendment Changes

The City of Hattiesburg is proposing an amendment to the City of Hattiesburg's Land Development Code, specifically Ordinance No. 3209. The proposed change involves the addition of Section 4.20.1.A, which addresses specific zoning regulations for properties falling within both A-1 zoning and regulatory flood zones as defined in the Flood Damage Prevention ordinance (Ordinance No. 3294, as amended).

The proposed Section 4.20.1.A reads as follows:

- Add Section 4.20.1.A to read the following: "A-1 zoned properties that overlap with the regulatory flood zones as defined in the Flood Damage Prevention ordinance (Ordinance No. 3294, as amended), shall have a minimum lot size requirement of 5 acres (217,800ft²). The total allowable developable lot area shall not exceed 10% of the area within the regulatory floodplain."

An amendment to Section 6.1 to add Section 6.1.1 is also proposed to properly reference the above requirements

- Add section 6.1.1 to read the following: "Please reference section 4.20.1.A for dimensional standards for development in a regulatory floodway in zone A-1"

This amendment addresses concerns regarding development in flood-prone areas while ensuring the safety and resiliency of our community. Additionally, this proposed amendment serves as a policy change to assist with our Community Rating System (CRS) to help reduce flood insurance premiums for residents in the City of Hattiesburg. The implementation of these zoning regulations aligns with the requirements and objectives outlined in the CRS, which rewards communities for implementing floodplain management practices that exceed the minimum National Flood Insurance Program requirements.

We believe that this proposed amendment not only supports our city's goals of promoting smart growth and sustainable development but also contributes to our efforts to enhance community resilience and reduce the financial burden on our residents in terms of flood insurance premiums.

Planning Staff plan to present this case on **April 3rd, 2024**, and the **May 1st, 2024** Planning Commission Agenda to ensure adequate time for the public to review the proposed changes. Planning Division staff also want to ensure adequate time for public outreach, including sending direct mailers to the potentially affected properties by this text amendment in the City of Hattiesburg.

Should you have any questions regarding this text amendment, please contact the planning office.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 5th, 2024**

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. Carlos Wilson
7. Charles Dawe
8. Michael Dickerson (Virtual)

Members Absent:

1. Lee Anne Venable
2. Michale Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, Esq.
4. Jim Gladden, Esq.
5. Kevin Bates, Building Official
6. Wiley Quinn, Director of Urban Development
7. Meridian McDaniel, Planner I

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:03 p.m.

AGENDA REVIEW

Commissioner Pickett made a motion to accept the agenda, seconded by Commissioner Wilson.

Motion:

Made by Commissioner Pickett to approve the agenda

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			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Conville made a motion to approve the May 1st minutes, and Commissioner Lockett seconded this motion.

Motion:

Made by Commissioner Conville 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			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for May 2024.

PLANNING REPORT

The Planning Division opted to skip this presentation for time purposes with the lengthy agenda.

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:

Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request approval for rezoning from R-3 (Multi-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:

Staff introduced the case. Chris Bowen presented on the case and answered questions from the commissioners. After some discussion, the commission reopened the public hearing portion to speak to Mr. Bowen again.

Presented by:

1. Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Dawe

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	X		
Michael Pruitt			ABSENT

Item B:

Richard Hiatt, owner, request approval for a preliminary plat for a major subdivision for a property located on North 30th Avenue, and North 31st Avenue. The proposed subdivision is for single-family residential structures (PPIN 47255, 47277 Ward 1, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Richard Hiatt appeared to speak on behalf of his case and answered questions from commissioners.

Presented by:

1. Richard Hiatt

Proponents:

1. None

Opponents:

1. Helen Lambert

Motion:

Made by Commissioner Dawe

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	X		
Michael Pruitt			ABSENT

Item C:

Zoning Change Request - Clifford Lockhart, representative, and Matthew H. Bailey, owner, and Jackie. D. Baily, owner, request approval for rezoning from R-1C (Single-family residential) to R-3 (Multi-family residential) for properties located at 102 South Street. (PPIN 19729, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Clifford Lockhart spoke on behalf of the case and answered questions from the Commissioners. After discussions, the commission reopened the public portion to speak with Mr. Lockhart again.

Presented by:

1. Clifford Lockhart

Proponents:

1. Stella Payton

Opponents:

1. Letter Exhibit

Motion:

Made by Commissioner Conville to deny

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			Abstain
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			Absent

Item D:

Request to modify a platted subdivision - Tripperlee, LLC. owner, request approval to alter the platted subdivision known as "Sutherland and Reeves Survey" to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures (PPIN 24175, Ward 4, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Tripp spoke on behalf of his case answering questions from the commissioners.

Presented by:

1. Steven Tripp

Proponents:

1. None

Opponents:

1. Laurne McClain

Motion:

Made by Commissioner Ray to deny

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	X		
Michael Pruitt			Absent

Item E:

Zoning Change Request - Jacob Shemper, owner, requests approval for rezoning from A-2 (Agricultural Residential) to R-1A (Single-family residential) for a property located at 111 Pinehills Drive. (PPIN 17198, Ward 3, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Shemper came up and spoke on behalf of the development. The applicant decided not to refute the opposition of the neighborhood.

Presented by:

1. Jacob Shemper

Proponents:

1. None

Opponents:

1. Joe Wiley
2. Carolyn Moore
3. Kathryn Floyd
4. Alice McCann
5. Betty Ross
6. Willaim Kennedy
7. Renee Megenee
8. Joy Lubritz
9. Adam Rowls
10. Stella Payton
11. Margret Murkwaldar
12. John Jackson
13. Dorian Shoemake
14. Cifford Lockhart
15. Debra Helmintorter
16. Susie Hebert
17. Steve Zary
18. Jocelyn Wiley

Motion:

Made by Commissioner Ray to deny

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			Absent
Michael Dickerson (Online)		X	
Charles Dawe	X		
Michael Pruitt			Absent

Item F:

Major Subdivision Request - Jacob Shemper, owner, requests approval for a preliminary plat for a major subdivision located at 111 Pinehills Drive. The subdivision request is also to alter the platted subdivision known as "Hattiesburg Homestead Survey" to subdivide the property into 5 single-family residential lots. (PPIN 17198, Ward 3, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case in combination with Agenda Item E. Both items were discussed together though the votes were taken individually. This item was not considered when the proceeding item was denied.

Presented by:

1. Jacob Shemper

Proponents:

1. None

Opponents:

1. Joe Wiley
2. Carolyn Moore
3. Kathryn Floyd
4. Alice McCann
5. Betty Ross
6. Willaim Kennedy
7. Renee Megenee
8. Joy Lubritz
9. Adam Rowlis
10. Stella Payton
11. Margret Murkwaldner
12. John Jackson
13. Dorian Shoemake
14. Cifford Lockhart
15. Debra Helmintorter
16. Susie Hebert
17. Steve Zary
18. Jocilyn Wiley

Motion:

No motion made as the Zoning Change was denied.

Second:**Vote:**

Board Member	Yea	Nay	Other
Elayne Lockett			

Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			Absent
Carlos Wilson			Absent
Michael Dickerson (Online)			
Charles Dawe			
Michael Pruitt			Absent

Item G:

Zoning Change Request - Hattiesburg Public School District, owner, and Hunter Andrews, engineer, request approval for rezoning of multiple properties from R-1C (Single-family residential) to B-2 for vacant properties that are bound by South Street to the east, and Stadium Drive to the West. (PPIN 26633, 26636, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Hunter Andrews Spoke on behalf of the case.

Presented by:

1. Hunter Andrews

Proponents:

1. Clifford Lockhart
2. Margret Murkwalter

Opponents:

1. None

Motion:

Made by Commissioner Dawe 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			Absent
Carlos Wilson			Absent
Michael Dickerson (Online)	X		

Charles Dawe	X		
Michael Pruitt			Absent

A motion was made by Chair Hinton seconded by Commissioner Ray and voted in favor by all present to recess the meeting to Wednesday, June 12, 2024.

Wednesday, June 12, 2024, the members present declared the Hattiesburg Planning Commission meeting open and in session at 1:30 p.m.

Item H:

Request to modify a platted subdivision - Stephen Ward, owner, requests approval to alter the platted subdivision known as “Hawkins and Thompson Subdivision” to subdivide the properties located at 145 W 5th Street and 116 Columbia Street to create two separate single-family residential lots (PPIN 17253 and 17254, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Steven Ward spoke on behalf of the property.

Presented by:

1. Steven Ward

Proponents:

1. Ophellia Jenkins

Opponents:

1. None

Motion:

Made by Commissioner Hinton to approve

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		

Michael Pruitt	X		
----------------	---	--	--

Item I:

Major Subdivision Request – Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative, request approval for a preliminary plat for a major subdivision for a property located on Shadow Ridge Drive. The proposed subdivision will be Phase III of the Shadow Ridge Subdivision (Lamar County, Ward 3, PPIN 24500).

Discussion and Vote:

The Planning Staff introduced the case. Mr. John Anglin spoke on behalf of the development.

Presented by:

1. John Anglin

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Dawe to approve with the condition that the land-locked common area in the rear of lots 30-41 be corrected through the dissolution of the common area into the surrounding lots, to create access to the road, to be combined with the golf course, or some combination of these recommendations.

Second:

Made by Commissioner Hinton

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Item K:

Land Development Code Text Amendment Request - The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 12. More specifically, the changes are concerning subdivision regulations and bond requirements for new subdivisions. 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. Discussions around the types of bonds and the penalties came to the forefront. The item was tabled and a committee was formed to provide a recommendation to the Planning Commission. The committee consisted of Commissioners:

1. Dawe
2. Dickerson
3. Ray

Presented by:

1. Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Pickett to table the case and form a committee to review for further recommendations.

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Item L:

Land Development Code Text Amendment Request – (Tabled from May 2024): 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. Discussions occurred around flood zones, citywide impacts, and the Community Ratings System (CRS) program.

Presented by:

1. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

1. Lisa Collins

Motion:

Made by Commissioner Pickett to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

No other business came before the board.

Adjournment:

The meeting was adjourned at 3:00 p.m.

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Amy Hinton, Vice Chair

Cory Long, AICP, Planning Division Manager

Prepared by: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403-1898
(601)545-4550

Return to: City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, MS 39403
(601)545-4550

INDEXING INSTRUCTIONS:

**ORDINANCE NUMBER _____
OF THE
CITY OF HATTIESBURG, MISSISSIPPI**

**AN ORDINANCE AMENDING THE LAND DEVELOPMENT CODE,
ORDINANCE NUMBER 3209, AS AMENDED, SECTION 4, ZONING DISTRICTS
ESTABLISHED, MAP AND CONDITIONS, SECTION 6, DIMENSIONAL STANDARDS AND
MEASUREMENTS
FOR THE CITY OF HATTIESBURG, MISSISSIPPI.**

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

SECTION 1. That the Land Development Code, Ordinance Number 3209, as amended, of the City of Hattiesburg, Mississippi, be further amended as follows:

That Section 4.20.1 A be added to read "A-1 zoned properties that overlap with the regulatory flood zones as defined in the Flood Damage Prevention ordinance (Ordinance No. 3294, as amended), shall have a minimum lot size requirement of 5 acres (217,800ft²). The total allowable developable lot area within the regulatory floodplain shall not exceed 10% of the area within the regulatory floodplain."

That Section 6.1.1 be added to read "Please reference section 4.20.1 A for dimensional standards for development in a regulatory floodway in zone A-1"

SECTION 2. Except as hereby expressly changed and amended, the aforesaid Land Development Code, Ordinance Number 3209, adopted February 21, 2017, as amended, of said City of Hattiesburg, Mississippi, shall be and remain in full force and form as adopted.

SECTION 3. That this Ordinance take effect and be in force thirty (30) days from and after

passage as provided by law.

The foregoing Ordinance having been reduced to writing, the same was introduced by Councilmember _____, seconded by Councilmember _____, and was adopted by the following vote to-wit:

YEAS:

NAYS:

THE President thereby declared the motion carried and the foregoing Ordinance adopted and approved, this the _____ day of _____ A.D., 2024.

(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Ordinance having been submitted to and approved by the Mayor, this the _____ day of _____ A.D., 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director, Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, July 2, 2024

Re: Approve a request to alter a platted subdivision known as “Hawkins and Thompson Subdivision” to subdivide the properties located at 145 W 5th Street and 116 Columbia Street to create two separate single-family residential lots. The request is by owner Stephen Ward. The Planning Commission recommended approval.
File Number: 2024-178
Minute Book #

Summary

Request to modify a platted subdivision - Stephen Ward, owner, requests approval to alter the platted subdivision known as “Hawkins and Thompson Subdivision” to subdivide the properties located at 145 W 5th Street and 116 Columbia Street to create two separate single-family residential lots (PPIN 17253 and 17254, Ward 2, Forrest County).

Recommendation Statement

The planning commission recommended approval.

Please place this on the July 2, 2024 City Council meeting for consideration.

June HPC Item: H
Stephen Ward, owner
Request for: **Modification to a Platted Subdivision**



**Planning Commission
Case Fact Sheet**

Names of Petitioner: Stephen Ward, owner

Address of Property:	County:	PPIN:	Ward:
145 W 5 th Street 116 Columbia Street	Forrest	17253, 17254	2

Request: **Modification to a Platted Subdivision**

Purpose of Request: Stephen Ward, owner, requests approval to alter the platted subdivision known as "Hawkins and Thompson Subdivision" to subdivide the properties located at 145 W 5th Street and 116 Columbia Street to create two separate single-family residential lots (PPIN 17253 and 17254, Ward 2, Forrest County).

History / Background:

The applicant met with staff in a pre-application meeting to discuss changing the current property and lot boundaries at 145 W 5th Street and 116 Columbia Street. Both addresses, 145 W 5th Street and 116 Columbia Street, are on the same parcel (PPIN 17254) and are considered a legal non-conforming use, with two single-family homes on the same lot. The adjacent parcel to the east (PPIN 17253) is vacant. Both parcels currently have frontages on both Columbia and W 5th Street, and the applicant proposes changing the dividing boundary from a north/south orientation to an east/west orientation. The proposed change would create two legally conforming lots, each with only one single-family structure and a large side yard. This would also prohibit any new single-family structures from being constructed on the currently vacant lot with the current zoning regulations. The newly created lots would conform to the dimensional standards of the R-1B zoning district.

These properties are located within the North Main Historic District, so any changes to the exterior would be subject to review by the Hattiesburg Historic Conservation Commission. The tenant of 145 W 5th Street initially met with planning staff to discuss adding a parking area into the adjacent vacant lot, with the intent to purchase a portion of the lot and 145 W 5th Street. Following this discussion, the applicant was directed to pursue a subdivision modification request after staff reviewed the proposal.

By definition, this is considered a minor subdivision, which only requires staff-level approval through the site plan review committee. However, the proposed division is in the platted subdivision known as the "Hawkins and Thompson Subdivision." Platted subdivisions are subject to state requirements for alteration as recorded. State law provides two routes to pursue alteration of a subdivision, under Miss. Code Ann. § 17-1-23 or Miss. Code Ann. § 19-27-31. The applicant is pursuing a modification following Miss. Code Ann. § 17-1-23, which allows a request to be

June HPC Item: H
Stephen Ward, owner
Request for: **Modification to a Platted Subdivision**

petitioned to the city council for modification. This is why a minor subdivision is being presented in a public hearing to the Planning Commission for approval.

Applicable Regulations:

SECTION 4 - Zoning Districts Established

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

SECTION 6 - 6.1 District Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			
R-1B	7,500/ 50	1 per lot	-	25	-	10	25	35 feet or 3 stories	50%	-

SECTION 12 – Processes

June HPC Item: H
Stephen Ward, owner
Request for: **Modification to a Platted Subdivision**

12.5 Administrative Development Approvals; Process.

12.5.1 Subdivisions.

12.5.1.1 Minor Subdivision Approval.

i. Approval Criteria.

- Conformance with the Comprehensive Plan.
- Conformance with the standards of the zoning district.
- Conformance with other standards and requirements of this Code and other City policies and regulations that apply.
- Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision 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.

12.5.1.3 Recording. In order to be an official and legal plat, final approved plats must be recorded with the Chancery Clerk of Forrest or Lamar County, as appropriate. The Director shall ensure that the City records this information in a timely fashion.

SECTION 13 – DEFINITIONS

Plat: A complete and exact map representing a tract of land, showing the boundaries and location of individual lots, easements, and streets, which has been approved by the planning commission and recorded in the office of the county clerk. Includes a replat.

Preliminary Plat: The preliminary drawing or drawings, described in this ordinance, indicating the proposed manner or layout of the subdivision to be submitted to the appropriate official for city approval.

Subdivision: The division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale, lease, or building development by means of an appropriately recorded legal document.

Subdivision, Minor: Any subdivision (lot split) containing not more than three lots fronting on an existing street that does not result in the creation of any new street, the extension of municipal utilities, or the need for additional public improvements. A series of related minor subdivisions on contiguous land cumulatively totaling four or more lots shall be construed to create a major subdivision.

Miss. Code Ann. § 17-1-23 – Subdivision Regulation

Section 4 –

(4) If the owner of any land which shall have been laid off, mapped or platted as a city, town or village, or addition thereto, or subdivision thereof, or other platted area, whether inside or outside a municipality, desires to alter or vacate such map or plat, or any part thereof, he may petition the board of supervisors of the county or the governing authorities of the municipality for relief in the premises, setting forth the particular circumstances of the case and giving an accurate description of the property, the map or plat of which is to be vacated or altered and the names of the persons to be adversely affected thereby or directly interested therein. However, before taking such action, the parties named shall be made aware of the action and must agree in writing to the vacation or

June HPC Item: H
Stephen Ward, owner
Request for: **Modification to a Platted Subdivision**

alteration. Failure to gain approval from the parties named shall prohibit the board of supervisors or governing authorities from altering or vacating the map or plat, or any part thereof. Any alterations of a plat or map must be recorded in the appropriate location and a note shall be placed on the original plat denoting the altered or revised plat. No land shall be subdivided nor shall the map or plat of any land be altered or vacated in violation of any duly recorded covenant running with the land. Any municipality which shall approve such a vacation or alteration pursuant to this section shall be exempt from the sale of surplus real property provisions as set forth in Section 21-17-1.

Present Zoning:

The parcel is currently zoned R-1B Single-Family Residential

Present Use:

Future Land Use:

Neighborhood Conservation District 1

Surrounding Zoning:

North: R-1B Single-Family Residential
South: R-1B Single-Family Residential
East: R-1B Single-Family Residential
West: R-1B Single-Family Residential

Letters or Concerns stated:

The Planning Division has received several phone calls from nearby residents asking for clarify on the request. No letters of opposition have been received.

Option:

Recommend **approval or denial** of the request to alter the platted subdivision as requested by the applicant.

SUBJECT PARCEL

145 W 5th Street / 116 Columbia Street

Request to Modify Platted Subdivision

Stephen Ward, owner, requests approval to alter the platted subdivision known as “Hawkins and Thompson Subdivision” to subdivide the properties located at 145 W 5th Street and 116 Columbia Street to create two separate single-family residential lots (PPIN 17253 and 17254, Ward 2, Forrest County).





**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'W 31°20'1"N



145 W 5th Street and
116 Columbia St
Zoned R-1B
PPIN: 17253; 17254
Flood Zone: X
Ward 4, Forrest County

Zoning Map

- R-1A
- R-1B
- R-1C
- R-2
- B-2
- I-1

 Subject Property

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



Zoning Map

-  Neighborhood Business
-  Neighborhood Conservation District 1
-  Subject Property

145 W 5th Street and
116 Columbia St
Zoned R-1B
PPIN: 17253; 17254
Flood Zone: X
Ward 4, Forrest County

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



**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'W 31°20'1"N

Site Aerial

Subject parcels being proposed for modification outlined in yellow



Surrounding Area



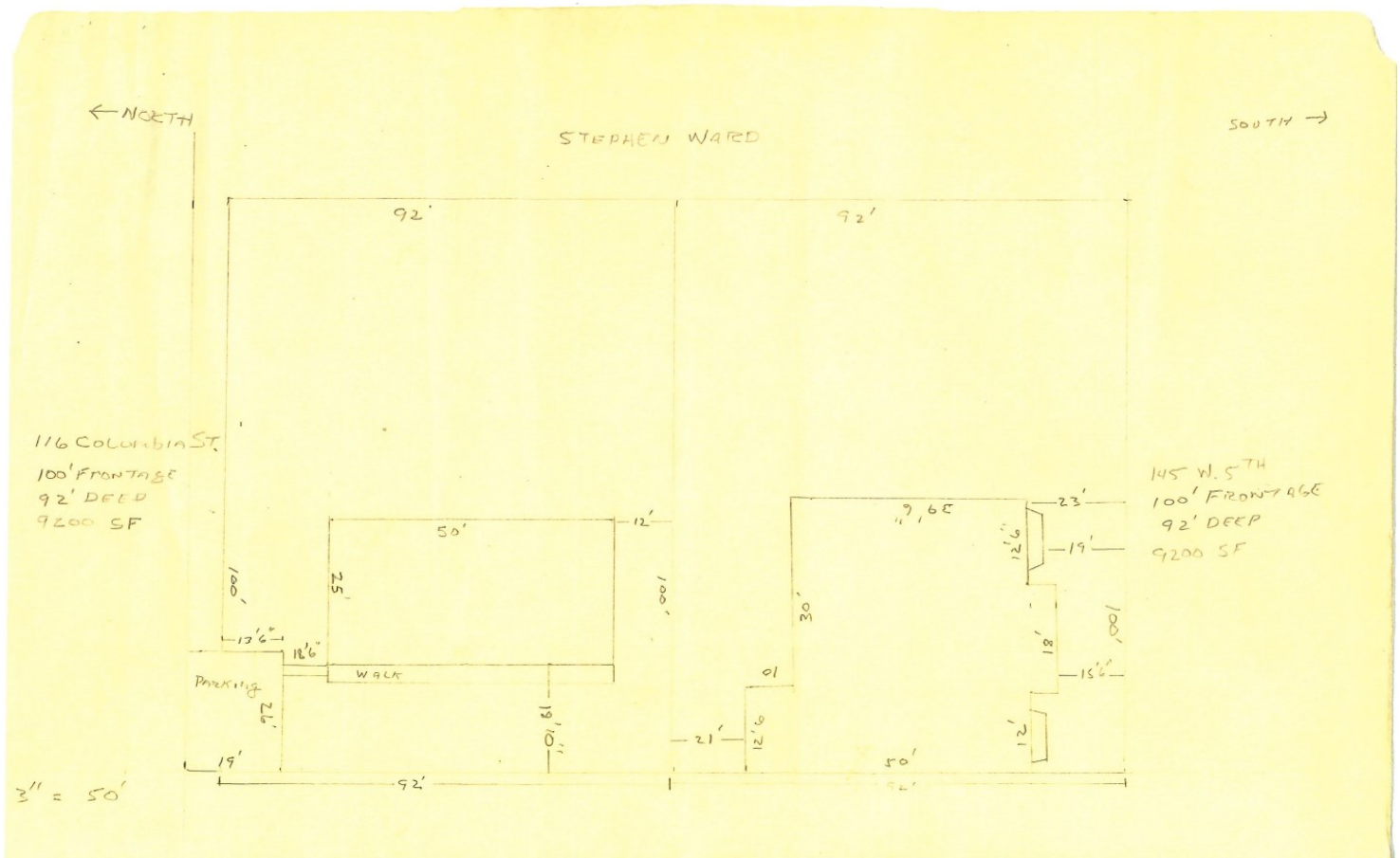
Surrounding Area



Above: 116 Columbia Street

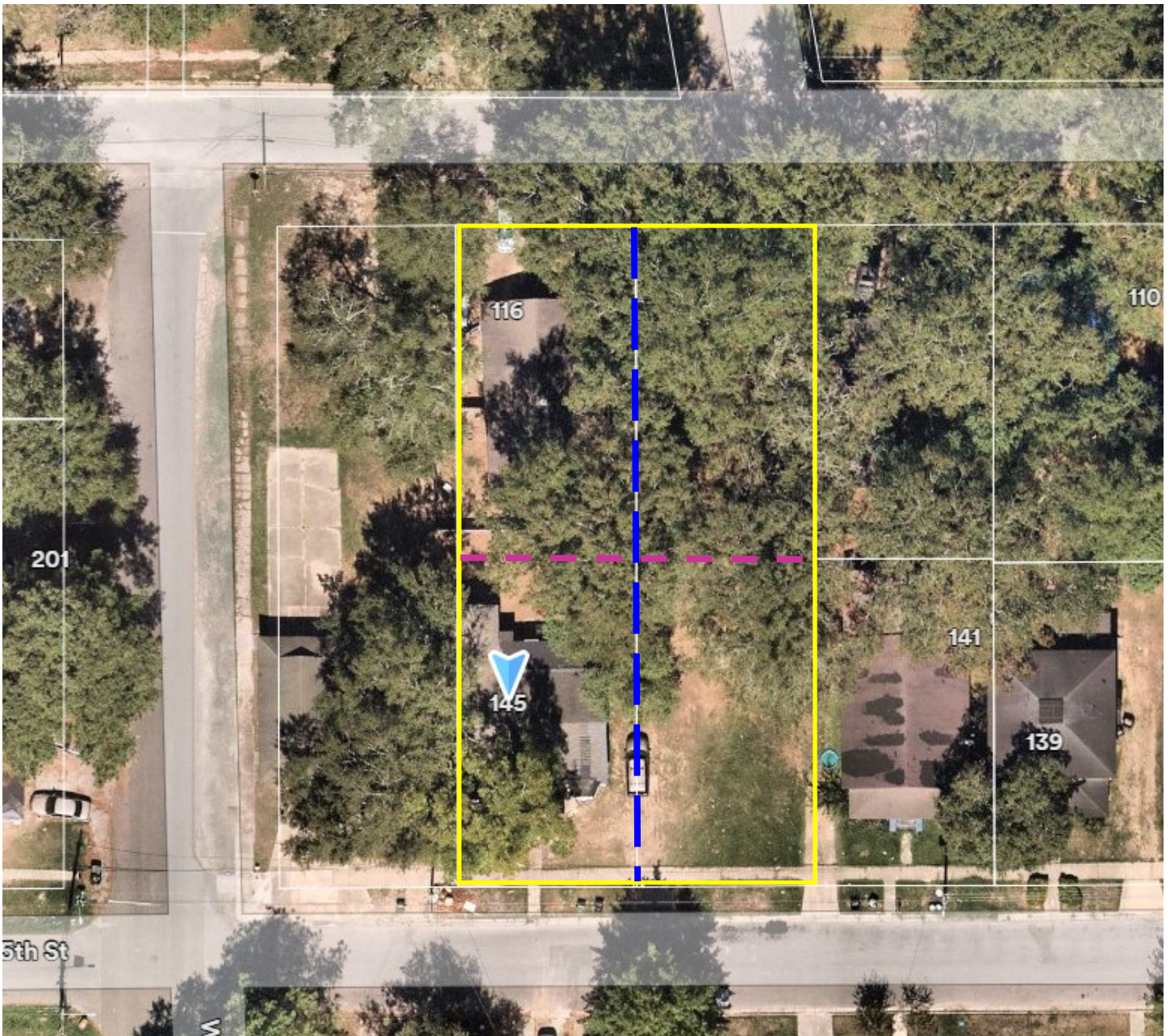


Preliminary Plat



Subject parcels being proposed for modification outlined in yellow

- — — Current property boundary separating PPIN 17253 and 17254
- - - Proposed boundary separating 145 W 5th Street and 116 Columbia Street



Newly proposed property boundaries shown in yellow





URBAN DEVELOPMENT PLANNING DIVISION

RECEIVED
APR 25 2024

BY: [Signature]
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: STEPHEN WARD
Project Name: MINOR SUBDIVISION
Proposed Use(s): YARD FOR EXISTING HOUSES
Project Street Address: ~~143~~ 145 W. 5TH STREET, 116 COLUMBIA ST
PPIN Number(s) (if unknown, can be found on tax receipt): 17253 & 17254

Application for (check all appropriate types):

- | | |
|--|--|
| ☐ Variance (see below) | ☐ Conditional Use (see below) |
| ☒ Subdividing of Lot, Parcel, or Tract (see p. 12) | ☐ Re-Zoning (see below) |
| ☐ Street or Alley Renaming (see pp. 13-14) | ☐ Overlay District |
| ☐ Vacating Street or Alley (see pp. 13-14) | ☐ Planned Mixed-Use District |

For Variance Only (check all appropriate variance types), see pp. 7 & 8:

- | | | |
|---------------------------------------|---|---|
| ☐ Sign | ☐ Setback (front, side, or rear _____) | ☐ Off-Site Parking |
| ☐ Lot Width | ☐ Lot Coverage Area | ☐ Buffer |
| ☐ Open Space | | |
| ☐ Other: _____ | | |

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- | | |
|---|---|
| ☐ Automotive Filling Station | ☐ Telecommunications |
| ☐ Digital Billboard, New | ☐ Digital Billboard, Replacement |
| ☐ Restaurant | ☐ Solar Farm |
| ☐ Other: _____ | |

For Re-Zoning Only, see p. 11:

Existing Zoning: _____
Proposed Zoning: _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____	Planner: _____
Parcel Number(s): _____	Historic District(s): _____
Flood Zone(s): _____	Zoning District(s): _____
Project No.: _____	
Code Sections:	
LDC Section No. _____	
Section No. _____	
Section No. _____	
Section No. _____	
Section No. _____	

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: <u>STEPHEN WARD</u>		
☐ Applicant	☒ Property Owner	☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer
☐ Other (please specify): _____		
Phone: <u>601-913-2462</u>	Fax: _____	Email: <u>STEVEWARD195123</u>
Mailing Address: <u>58 ARROWHEAD DRIVE</u>		<u>@GMAIL.COM</u>
<u>PETA, MS. 39465</u>		

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

116 Columbia WITNESS THE SIGNATURES of the OWNER(s) of the subject property located at
145 W 5TH ST. HATTIESBURG, MS. 39401
Street Address City State
on this the 25th day of April, 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.

Stephen Ward
on this the _____ day of _____, 20____.

STEPHEN WARD
Property Owner (print)

Stephen Ward
Property Owner (signature)

STATE OF MS
COUNTY OF Forrest

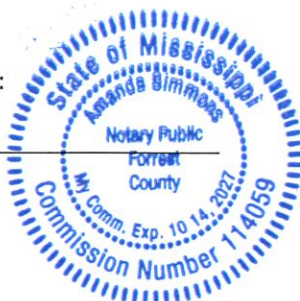
Personally came and appeared before me, the within named
Stephen Ward
who signed and delivered the above and foregoing instrument as and for their free act and deed on
the day and year therein mentioned, and who acknowledge to me that they are the owner(s) of the
subject property as described in this Public Hearing Application.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 25th day of
April, 2024.

ASimmons
NOTARY PUBLIC

My Commission Expires:

10/14/27



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 145 W. 5TH ST.
116 COLUMBIA ST HATTIESBURG MS
Street Address City State
on this the 25 day of APRIL, 2024

STEPHEN WARD
Applicant (print)

Stephen Ward
Applicant (signature)

STATE OF Mississippi
COUNTY OF Follett

Personally came and appeared before me, the within named Stephen Ward, 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 25th day of April, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:

Sept. 13, 2027



PLANNING COMMISSION & BOARD OF ADJUSTMENT – PETITIONER

REQUIRED SUBMITTAL INFORMATION

Deadline for applicant to file petition: April 29th 5:00pm (End of business day)
Hattiesburg Planning Commission Meeting Date: June 5th 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): June 17th Time: 4:00pm
City Council Meeting (Vote) Date – (you or your representative may attend): June 18th Time: 5:00pm

There is an additional 10-day appeal period, required by State Law, after City Council Meeting, for all Variances and Conditional Use Permit which ends _____ and a 30-day wait period for Zoning or Street closing/re-naming, PMUs, PRDs, PUDs which ends _____. So, if approved by the City, no final site plan review approvals or building permits could be issued prior to these dates.

****Dates and times are subject to change****

If an appeal is filed or the petition is tabled for any reason at any stage, the above listed dates would need to be revised.

The following paperwork MUST be attached to this application:

✓ X Site Diagram (11" x 17" preferred size): Drawing to scale prepared by professional engineer/surveyor showing lot dimensions, existing/proposed building, signs, parking areas, etc. (Different standard may be accepted only per approval from staff)

____ Site & Design Review Committee, if needed.

✓ X Copy of entire Warranty Deed (filed and recorded at courthouse) with legal description granting title to current owner. (If the Warranty Deed covers a larger piece of property than the current project, a legal description for this project site only may also be required)

✓ X Electronic/Digital copy of legal description REQUIRED for all public notices, saved as Word or text document OR emailed to planning@hattiesburgms.com

X An affidavit (pages 3 & 4) attesting that the applicant or representing party (if other than the owner) is acting on behalf of the owner(s) of record. The affidavit must be sworn to before a notary public or other appropriate official. (Included in owners signature page, or may be a separate document)

____ Variance application only: A letter of approval/denial from all adjoining property owners must be obtained and submitted with application.

____ Other documents needed (per Planning Division):

____ Maps of digital billboard removal sites ____ Maps of digital billboard replacement sites
____ Documentation on measurements ____ Other: _____

____ Payment to the City of Hattiesburg for filing application in the amount of \$ ____.

**You may be responsible for posting a sign (prepared by Planning Division staff)
a minimum of fifteen (15) days prior to the hearing date.**

You will be responsible for maintaining the sign for the duration of the public hearing process.

Required Fees

All fees adopted by Ordinance No. 2977, adopted January 22, 2008, as amended. This is an excerpt from that ordinance:

Public Hearing Fees:

Variance (includes Concept Site Plan Review) -----	\$175.00 per application and one Variance request; plus \$50.00 for each additional variance request within same application
Street/Alley Naming or Re-Naming-----	\$300.00 per application, plus \$100.00 per required street name sign if approved* (*Fees for replacement street signs shall be paid after City Council approval, but prior to effective date.)
Street/Alley Closing -----	\$300.00 per application
(Conditional) Use Permit -----	\$200.00 per application
Zoning Change -----	\$400.00 per application* (*see PUD or PRD & zoning package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD), & (Planned Mixed-Use District PMU) -----	\$400.00 per application (*see PUD or PRD zoning package rate) or (**see PUD or PRD & Subdivision of Land package rate)
Planned Unit Development (PUD) or Planned Residential Development (PRD) with zoning change package -----	\$600.00 per package application
Subdivision of Land (Preliminary Plats) -----	\$225.00 per application, plus \$10.00 for each created lot (** see PUD or PRD & Subdivision of Land package rate) Note: Final Plats should be submitted to the governing body for approval within 12 months of approval of preliminary plats.
Planned Unit Development (PUD) or Planned Residential Development with Subdivision of Land Package** -----	\$500.00 per application, plus \$10.00 for each created lot (**see PUD or PRD & Subdivision of Land package rate)
Change in Land Development Code Text -----	\$200.00 per application
Appeal Fees for Proponent or Opponent appeals to City Council -----	\$50.00 per appeal Exempt from fees – Established Neighborhood Associations
Cancellation/Re-notification fee on any public hearing process (Planning Commission or City Council) that is tabled or cancelled at the owner/developer's Request -----	\$50.00 (per each 100 mailing labels)

OTHER PROCESSES MAY HAVE ADDITIONAL FEES

Make all checks payable to the City of Hattiesburg

FOR VARIANCE APPLICANTS:

The Board of Adjustment has the responsibility to hear and make recommendation on requests for variances to the requirements of this Code (per Section 11.4). **Section 12.4.1** Variances are departures from the standards of the Land Development Code, except land use, which will not be contrary to the public interest and where, owing to conditions peculiar to the property and not as a result of the action of the applicant, a literal enforcement of this Code would result in unnecessary and undue hardship.

The following conditions must be met before a variance can be recommended. Not all criteria must be met. However, a strong application will meet multiple criteria.

Approval Criteria.

A variance is not a right, but a privilege that property owners meeting the following criteria may request. These criteria are to be used to consider all variance requests. It shall be the burden of the applicant to prove that the request meets these criteria. Use this worksheet or format your own to demonstrate the following criteria.

1. **Hardship.** (a) the hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant. (b) There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

3. **Literal Interpretation.** The literal interpretation of the provision of the regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

6. **Conformance with Purpose of this Code.** The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

2. Describe the effects the proposed use of utilities and facilities will have on the community.

3. Describe how the size of the site is appropriate for the proposed use.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

6. What is the expected number of customers/employees per day?

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

8. Parking requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and _____ ADA vehicles; with _____ loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

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

Detailed explanation of condition(s) most applicable to your request:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Subdividing of Lot, Parcel or Tract Information

1. Property data: LOT 4, 9200 SF
 Parent Parcel / Existing lot/parcel/tract contains LOT 5, 9200 Square Footage/Acres
 Lot Area Requirement: _____
 Lot Frontage Requirement: _____
 Existing use of lot/parcel/tract LOT 4 IS VACANT
LOT 5 HAS 2 HOUSES
 To be subdivided into 2 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.	9200	100'	NO	WEST 5 TH ST.		
2.	9200	100'	NO	COLUMBIA ST.		
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	9200 9200	50' 50'	NO	WEST 5 TH ST COLUMBIA ST.		
	18,400	Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:
 Water/Sewer X Gas _____ Electric X Telephone X Cable X Streets X

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)

RETURN
TO: M. RONALD DOLEAC
ATTORNEY AT LAW
P. O. BOX 655
HATTIESBURG, MS 39403

STATE OF MISSISSIPPI
FORREST COUNTY
I CERTIFY THIS INSTRUMENT
WAS FILED AND RECORDED

79333
2002 NOV 22 P 2:01

IN REC. BK. AND PAGE OR U.C.L.
FILE NO. AS SHOWN
WITNESS MY HAND AND SEAL

Jimmy C. Harrell
CHANCERY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

WARRANTY DEED

OK
SSP *LSO*

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, WILLIAM EVERETT WARD, JR. and wife, MARLENE S. WARD, Grantors, do hereby grant, bargain, sell, convey and warrant unto STEPHEN R. WARD, Grantee, the following described property lying and being situate in the city of Hattiesburg, County of Forrest, State of Mississippi, and being more particularly described as follows, to-wit:

Lot Five (5) in Block One (1) of the Hawkins and Thompson Subdivision of the North half of Lot Two (2) in Block One Hundred Seventy (170) of the Crittenden Survey of the City of Hattiesburg, Forrest County, Mississippi, as per the map or Plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements and appurtenances thereunto belonging.

The warranty of this conveyance is subject to any and all valid and outstanding oil, gas and/or mineral leases, exceptions, reservations, interests and/or conveyances made by and/or to predecessors in the chain of title and subject to easements and/or rights of way for road and/or utility purposes as presently laid out, constructed and/or in use.

The Grantors herein represent that none of the property conveyed hereby constitutes any part of their homestead, nor is it adjacent or contiguous thereto.

All 2002 municipal, county and state ad valorem taxes levied and assessed against the herein described property shall be pro-rated by and between Grantors and Grantee as of the date of this conveyance.

WITNESS OUR SIGNATURES on this 20th day of November,

A.D., 2002.

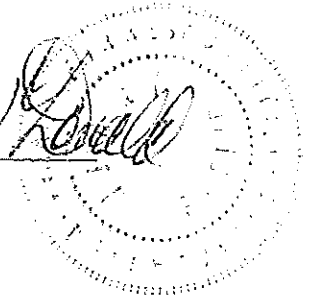

William Everett Ward, Grantor


Marlene S. Ward, Grantor

STATE OF MISSISSIPPI
COUNTY OF FORREST

PERSONALLY came and appeared before me, the undersigned authority in and for said County and State, on this 20th day of November, 2002, within my jurisdiction, the within named William Everett Ward and wife, Marlene S. Ward, who acknowledged that they signed, executed and delivered the above and foregoing instrument.


NOTARY PUBLIC



MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 28, 2006
BONDED THRU STEGALL NOTARY SERVICE

MY COMMISSION EXPIRES: _____

Grantors:
Mr. and Mrs. William Everett Ward
529 Old Richton Road
Petal, MS 39465
Phone: (601) 582-0725

Grantee:
Mr. Stephen R. Ward
147 Walters Road
Petal, MS 39465
Phone: (601) 582-9100

INDEX: Lot 5 in Block 1, Hawkins and Thompson Subdivision of North ½ of Lot 2 in Block 170 of the Crittenden Survey, City of Hattiesburg, Forrest County, Mississippi

LETTER OF APPROVAL/DENIAL OF ADJOINING OWNERS AND NEIGHBORS

Name OPHELIA JENKINS

Address 114 COLUMBIA ST.

Phone 601-287-3677

I understand that this proposal would combine the south half of 143 West 5th and The south half of 145 West 5th Street into one lot giving 145 West 5th 100' of frontage and 92' in depth and the north half of 114 Columbia would be combined with the north half of 116 Columbia Street making it into one lot. 116 would have 100' of frontage and 92' in depth. Both lots would have 9200 square feet each.

☒ accept
☐ deny

Signature Ophelia Jenkins
Date 4/16/24



DEED

Bk:1381 Page:417-419

RCD: 11/22/2021 @ 2:59:02:PM

FORREST COUNTY, MS

LANCE C. REID CHANCERY CLERK

THIS INSTRUMENT PREPARED BY:
PAUL DAVID WALLEY
POST OFFICE BOX 183
NEW AUGUSTA, MS 39462
(601) 964-7878, MS Bar #105531

RETURN TO:
STEPHEN R. WARD
58 ARROWHEAD DR
PETAL, MS 39465
601-583-2205

Indexing Instructions: Lot 4, Block 1, Hawkins and Thompson Sub Record, Section 4, Township 4 North, Range 13 West, Forrest County, Mississippi.

STATE OF MISSISSIPPI
COUNTY OF FORREST

COVER SHEET FOR FILING COURT ORDER

STEPHEN R. WARD, as Plaintiff in Forrest County Chancery Court Cause No. 21-CV-00471-S, Grantor
58 Arrowhead Dr
Petal, MS 39465
601-583-2205

By virtue of a Court Order, specifically a Judgment Confirming Tax Sale does bequest and devise unto:

STEPHEN R. WARD, Grantee,
58 Arrowhead Dr
Petal, MS 39465
601-583-2205

By virtue of the cause of action mentioned above. This Order is further being filed pursuant the court order in Forrest County Chancery Court Cause No. 21-CV-00471-S, *Stephen R. Ward vs. State of Mississippi, and All Other Persons or Parties Unknown Claiming and Right, Title, Estate, Lien, or Interest in Certain Real Estate.*

IN THE CHANCERY COURT OF FORREST COUNTY, MISSISSIPPI

STEPHEN R. WARD

PLAINTIFF

VS.

CAUSE NO. 21-CV-00471-S

**STATE OF MISSISSIPPI, and ALL OTHER
PERSONS OR PARTIES UNKNOWN CLAIMING
ANY RIGHT, TITLE, ESTATE, LIEN, OR INTEREST
IN CERTAIN REAL ESTATE**

DEFENDANTS

JUDGMENT CONFIRMING TAX TITLE

This action came on for hearing on the motion of Plaintiff, STEPHEN R. WARD, pursuant to Rule 55(b) of the Mississippi Rules of Civil Procedure, for a default judgment against the Defendants, specifically, anyone who would claim interest in the property described in this action. Each of the Defendants having been either duly served with personal Summons or summons via publication or service attempted upon an out of state resident and being further unable to be located after a diligent search and inquiry, and none of the Defendants being an infant or an unrepresented incompetent person and each Defendant, aside from the State of Mississippi, having failed to plead or otherwise defend. Further, default having been duly entered, and the Defendants having taken no action since such default was entered.

That Attorney General, Hon. Lynn Fitch, has been served and answered the Complaint and did not deny the allegations of the Complaint. Further, Attorney General Lynn Fitch consented to the Plaintiff's requested relief being heard at any time.

Finally, the Plaintiff has further published notice under Rule 4(c)(4)(A) of the Mississippi Rules of Civil Procedure for anyone claiming an interest in the subject property, and no person or entity having filed a response or answer.

IT IS, THEREFORE, ORDERED

WARD, is awarded a judgment confirming Plaintiff's

Tax Parcel #227-0336-00100600, and PPIN# 17253 and

land and property which is situated in the County of Forrest

follows, to-wit:

FORREST COUNTY, MISSISSIPPI
TOWNSHIP 4 NORTH, RANGE 13 WEST

Block 1: Lot 4 Block 1 Hawkins and Thompson Sub Record #13486
 PPIN #17253 Parcel #227-0336-00100600
 Section 4, Township 4 North, Range 13 West
 Parcel/PPIN: 227033600100600
 Forrest County, Mississippi.

IT IS, FURTHER, ORDERED AND ADJUDGED that the Plaintiff, STEPHEN R. WARD, is hereby vested with a good and sufficient title in said land and this judgment shall be conclusive evidence that title to said land is vested in Plaintiff, as against all persons claiming same under the title existing prior to said sale for taxes, as well as by any and all ownership interest that may have vested via heirship prior.

ORDERED AND ADJUDGED, this the 16th day of November, 2021.



CHANCELLOR

PREPARED BY:
Paul David Walley, Jr.
Walley & Montgomery, PLLC
PO Box 183
New Augusta, MS 39462
MS Bar No. 105531

LETTER OF APPROVAL/DENIAL OF ADJOINING OWNERS AND NEIGHBORS

Name Charles Carley
Address 31 Archie Smith Rd
Phone 601 582 1715

I understand that this proposal would combine the south half of 143 West 5th and The south half of 145 West 5th Street into one lot giving 145 West 5th 100' of frontage and 92' in depth and the north half of 114 Columbia would be combined with the north half of 116 Columbia Street making it into one lot. 116 would have 100' of frontage and 92' in depth. Both lots would have 9200 square feet each.

☒ accept
☐ deny

Signature Charles Carley
Date 4/25/24

LETTER OF APPROVAL/DENIAL OF ADJOINING OWNERS AND NEIGHBORS

Name MATTIE EARL

Address 139 W 5TH ST.

Phone _____

I understand that this proposal would combine the south half of 143 West 5th and The south half of 145 West 5th Street into one lot giving 145 West 5th 100' of frontage and 92' in depth and the north half of 114 Columbia would be combined with the north half of 116 Columbia Street making it into one lot. 116 would have 100' of frontage and 92' in depth. Both lots would have 9200 square feet each.

☒ accept
☐ deny

Signature Mattie Earl
Date 4/24/24

LETTER OF APPROVAL/DENIAL OF ADJOINING OWNERS AND NEIGHBORS

Name Rony Salvador Lopez

Address 316 JC Kilinsworth Dr

Phone 601 2998651

I understand that this proposal would combine the south half of 143 West 5th and The south half of 145 West 5th Street into one lot giving 145 West 5th 100' of frontage and 92' in depth and the north half of 114 Columbia would be combined with the north half of 116 Columbia Street making it into one lot. 116 would have 100' of frontage and 92' in depth. Both lots would have 9200 square feet each.

Expt ☒ accept
 deny

Signature Rony Salvador

Date 4-18-24

LETTER OF APPROVAL/DENIAL OF ADJOINING OWNERS AND NEIGHBORS

Name Rudy López Matiaz

Address 316 5c Kilingsworth Dr

Phone 601 447 0075

I understand that this proposal would combine the south half of 143 West 5th and The south half of 145 West 5th Street into one lot giving 145 West 5th 100' of frontage and 92' in depth and the north half of 114 Columbia would be combined with the north half of 116 Columbia Street making it into one lot. 116 would have 100' of frontage and 92' in depth. Both lots would have 9200 square feet each.

☒ accept
☐ deny

Signature Rudy López Matiaz
Date 4-15-24

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 5th, 2024**

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. Carlos Wilson
7. Charles Dawe
8. Michael Dickerson (Virtual)

Members Absent:

1. Lee Anne Venable
2. Michale Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, Esq.
4. Jim Gladden, Esq.
5. Kevin Bates, Building Official
6. Wiley Quinn, Director of Urban Development
7. Meridian McDaniel, Planner I

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:03 p.m.

AGENDA REVIEW

Commissioner Pickett made a motion to accept the agenda, seconded by Commissioner Wilson.

Motion:

Made by Commissioner Pickett to approve the agenda

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			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Conville made a motion to approve the May 1st minutes, and Commissioner Lockett seconded this motion.

Motion:

Made by Commissioner Conville 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			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for May 2024.

PLANNING REPORT

The Planning Division opted to skip this presentation for time purposes with the lengthy agenda.

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:

Mississippi Tank Company, applicant, Bobby Threath, applicant, and Chris Bowen, representative, request approval for rezoning from R-3 (Multi-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:

Staff introduced the case. Chris Bowen presented on the case and answered questions from the commissioners. After some discussion, the commission reopened the public hearing portion to speak to Mr. Bowen again.

Presented by:

1. Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Dawe

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	X		
Michael Pruitt			ABSENT

Item B:

Richard Hiatt, owner, request approval for a preliminary plat for a major subdivision for a property located on North 30th Avenue, and North 31st Avenue. The proposed subdivision is for single-family residential structures (PPIN 47255, 47277 Ward 1, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Richard Hiatt appeared to speak on behalf of his case and answered questions from commissioners.

Presented by:

1. Richard Hiatt

Proponents:

1. None

Opponents:

1. Helen Lambert

Motion:

Made by Commissioner Dawe

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	X		
Michael Pruitt			ABSENT

Item C:

Zoning Change Request - Clifford Lockhart, representative, and Matthew H. Bailey, owner, and Jackie. D. Baily, owner, request approval for rezoning from R-1C (Single-family residential) to R-3 (Multi-family residential) for properties located at 102 South Street. (PPIN 19729, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Clifford Lockhart spoke on behalf of the case and answered questions from the Commissioners. After discussions, the commission reopened the public portion to speak with Mr. Lockhart again.

Presented by:

1. Clifford Lockhart

Proponents:

1. Stella Payton

Opponents:

1. Letter Exhibit

Motion:

Made by Commissioner Conville to deny

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			Abstain
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			Absent

Item D:

Request to modify a platted subdivision - Tripperlee, LLC. owner, request approval to alter the platted subdivision known as "Sutherland and Reeves Survey" to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures (PPIN 24175, Ward 4, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Tripp spoke on behalf of his case answering questions from the commissioners.

Presented by:

1. Steven Tripp

Proponents:

1. None

Opponents:

1. Laurne McClain

Motion:

Made by Commissioner Ray to deny

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	X		
Michael Pruitt			Absent

Item E:

Zoning Change Request - Jacob Shemper, owner, requests approval for rezoning from A-2 (Agricultural Residential) to R-1A (Single-family residential) for a property located at 111 Pinehills Drive. (PPIN 17198, Ward 3, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Shemper came up and spoke on behalf of the development. The applicant decided not to refute the opposition of the neighborhood.

Presented by:

1. Jacob Shemper

Proponents:

1. None

Opponents:

1. Joe Wiley
2. Carolyn Moore
3. Kathryn Floyd
4. Alice McCann
5. Betty Ross
6. Willaim Kennedy
7. Renee Megeneee
8. Joy Lubritz
9. Adam Rowls
10. Stella Payton
11. Margret Murkwaldar
12. John Jackson
13. Dorian Shoemake
14. Cifford Lockhart
15. Debra Helmintorter
16. Susie Hebert
17. Steve Zary
18. Jocelyn Wiley

Motion:

Made by Commissioner Ray to deny

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			Absent
Michael Dickerson (Online)		X	
Charles Dawe	X		
Michael Pruitt			Absent

Item F:

Major Subdivision Request - Jacob Shemper, owner, requests approval for a preliminary plat for a major subdivision located at 111 Pinehills Drive. The subdivision request is also to alter the platted subdivision known as “Hattiesburg Homestead Survey” to subdivide the property into 5 single-family residential lots. (PPIN 17198, Ward 3, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case in combination with Agenda Item E. Both items were discussed together though the votes were taken individually. This item was not considered when the proceeding item was denied.

Presented by:

1. Jacob Shemper

Proponents:

1. None

Opponents:

1. Joe Wiley
2. Carolyn Moore
3. Kathryn Floyd
4. Alice McCann
5. Betty Ross
6. Willaim Kennedy
7. Renee Megene
8. Joy Lubritz
9. Adam Rowls
10. Stella Payton
11. Margret Murkwald
12. John Jackson
13. Dorian Shoemaker
14. Clifford Lockhart
15. Debra Helms
16. Susie Hebert
17. Steve Zary
18. Jocelyn Wiley

Motion:

No motion made as the Zoning Change was denied.

Second:**Vote:**

Board Member	Yea	Nay	Other
Elayne Lockett			

Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			Absent
Carlos Wilson			Absent
Michael Dickerson (Online)			
Charles Dawe			
Michael Pruitt			Absent

Item G:

Zoning Change Request - Hattiesburg Public School District, owner, and Hunter Andrews, engineer, request approval for rezoning of multiple properties from R-1C (Single-family residential) to B-2 for vacant properties that are bound by South Street to the east, and Stadium Drive to the West. (PPIN 26633, 26636, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Hunter Andrews Spoke on behalf of the case.

Presented by:

1. Hunter Andrews

Proponents:

1. Clifford Lockhart
2. Margret Murkwalter

Opponents:

1. None

Motion:

Made by Commissioner Dawe 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			Absent
Carlos Wilson			Absent
Michael Dickerson (Online)	X		

Charles Dawe	X		
Michael Pruitt			Absent

A motion was made by Chair Hinton seconded by Commissioner Ray and voted in favor by all present to recess the meeting to Wednesday, June 12, 2024.

Wednesday, June 12, 2024, the members present declared the Hattiesburg Planning Commission meeting open and in session at 1:30 p.m.

Item H:

Request to modify a platted subdivision - Stephen Ward, owner, requests approval to alter the platted subdivision known as “Hawkins and Thompson Subdivision” to subdivide the properties located at 145 W 5th Street and 116 Columbia Street to create two separate single-family residential lots (PPIN 17253 and 17254, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Steven Ward spoke on behalf of the property.

Presented by:

1. Steven Ward

Proponents:

1. Ophellia Jenkins

Opponents:

1. None

Motion:

Made by Commissioner Hinton to approve

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		

Michael Pruitt	X		
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Item I:

Major Subdivision Request – Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative, request approval for a preliminary plat for a major subdivision for a property located on Shadow Ridge Drive. The proposed subdivision will be Phase III of the Shadow Ridge Subdivision (Lamar County, Ward 3, PPIN 24500).

Discussion and Vote:

The Planning Staff introduced the case. Mr. John Anglin spoke on behalf of the development.

Presented by:

1. John Anglin

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Dawe to approve with the condition that the land-locked common area in the rear of lots 30-41 be corrected through the dissolution of the common area into the surrounding lots, to create access to the road, to be combined with the golf course, or some combination of these recommendations.

Second:

Made by Commissioner Hinton

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Item K:

Land Development Code Text Amendment Request - The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 12. More specifically, the changes are concerning subdivision regulations and bond requirements for new subdivisions. 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. Discussions around the types of bonds and the penalties came to the forefront. The item was tabled and a committee was formed to provide a recommendation to the Planning Commission. The committee consisted of Commissioners:

1. Dawe
2. Dickerson
3. Ray

Presented by:

1. Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Pickett to table the case and form a committee to review for further recommendations.

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Item L:

Land Development Code Text Amendment Request – (Tabled from May 2024): 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. Discussions occurred around flood zones, citywide impacts, and the Community Ratings System (CRS) program.

Presented by:

1. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

1. Lisa Collins

Motion:

Made by Commissioner Pickett to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

No other business came before the board.

Adjournment:

The meeting was adjourned at 3:00 p.m.

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Amy Hinton, Vice Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director, Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, July 2, 2024

Re: Approve a preliminary plat for a major subdivision requested by Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative, for a property located on Shadow Ridge Drive. The proposed subdivision will be Phase III of the Shadow Ridge Subdivision. The planning commission recommended approval with conditions.
File Number: 2024-179
Minute Book #

Summary

Major Subdivision Request – Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative, request approval for a preliminary plat for a major subdivision for a property located on Shadow Ridge Drive. The proposed subdivision will be Phase III of the Shadow Ridge Subdivision (Lamar County, Ward 3, PPIN 24500).

Recommendation Statement

The planning commission recommended to approve.

Please place this on the July 2, 2024 City Council meeting for consideration.

June 2024 HPC Item: I
Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative
Preliminary Plat Approval for Major Subdivision



**Planning Commission
Case Fact Sheet**

Names of Petitioners:

Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative

Address of Property:

Shadow Ridge Drive

County:

Lamar

PPIN:

24500

Ward:

3

Request:

Preliminary Plat Approval for Major Subdivision

Purpose of Request:

Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative, request approval for a preliminary plat for a major subdivision for a property located on Shadow Ridge Drive. The proposed subdivision will be Phase III of the Shadow Ridge Subdivision (Lamar County, Ward 3, PPIN 24500).

Applicant Summary:

* See Attached *

History / Background:

The petitioner met with staff in Pre-Application to discuss the expansion of the existing subdivision known as "Shadow Ridge" for Phase 3, which includes 51 lots for development, 6 common areas, and 2 detention areas, for a total of 60 parcels. Phase III is 22.7 Acres and is an expansion of the existing Shadow Ridge Subdivision, where Phases I/II have already been platted and filed. New infrastructure will be required for roads, water, sewer, and sidewalks.

The proposed layout for the subdivision will also require a variance for the maximum block length of 800' to instead allow for 1600'.

Phase I was approved in June 1998, prior to annexation into the City of Hattiesburg. Phase II was approved in April of 2017, prior to the adoption of our current Land Development Code (September 2017) and would not have been held to the same standards as of today. The zoning of the proposed phase III of the subdivision (R-2) does allow for a few additional housing types that are not permitted in R-1 districts, such as duplexes. Private covenants can establish additional requirements or restrictions on structures in this subdivision but would be outside of the purview of the city to enforce.

Applicable Regulations:

SECTION 4 Zoning Districts Established

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

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-2	4,000/ 40	2 per lot	-	20	-	10	20	35 feet or 3 stories	50%	-

SECTION 11 Administration and Enforcement

11.10.1.8 Subdivision Violations. The owner of a subdivision shall not transfer title to any lot in such subdivision until such time as the final plat has been approved by the appropriate authority as outlined in this Code and duly recorded in the office of the Chancery Clerk of Forrest County or Lamar County, Mississippi. Transfers prior to such approval and recording shall be deemed a violation of this Code and shall be subject to any and all remedies available to the City.

11.10.1.9 Recording Violations.

The Chancery Clerks of Forrest County and Lamar County, Mississippi shall not receive, file or record a plat of a subdivision within the jurisdiction of this Land Development Code without prior approval of the appropriate authority as outlined in this Code. Plats recorded prior to such approval shall be deemed unlawful and invalid

SECTION 12 Process and Procedures

Categories of Development Approvals

12.3.2 Preliminary Plat Approval for Major Subdivisions

12.3.2.1 Approval Criteria.

- Conformance with the Hattiesburg Comprehensive Plan.
- Conformance with the standards of the zoning district.
- Conformance with other standards and requirements of this Code and other City policies and regulations.
- Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision.
- Determination that the project will have little or no adverse or negative impacts upon the

June 2024 HPC Item: I
Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative
Preliminary Plat Approval for Major Subdivision

natural environment.

12.3.2.4 Final Plat.

- i. No Significant Change. Final plats of major subdivisions that are substantially the same as the approved preliminary plat, as determined by the Site and Design Review Committee, shall be approved administratively.
- ii. Significant Change. Final plats that exhibit any significant deviation from the approved preliminary plat, as determined by the Site Plan Review Committee, shall require approval by the Planning Commission.

12.3.2.5 Recording.

In order to be an official and legal plat, the final approved plat must be recorded along with all applicable covenants, deed restrictions and property owners' association documents with the Chancery Clerk of Forrest or Lamar County, as appropriate. The City Engineer shall ensure that the City records this information in a timely fashion.

Present Zoning: The undeveloped parcels are currently zoned R-1A Single-Family Residential

Present Use: Vacant / Undeveloped

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use:

North: R-1A Single Family Residential
South: R-1A Single Family Residential
East: R-1A Single Family Residential
West: R-1A Single Family Residential

Letters or Concerns stated:

The Planning Division Office has not received any letters or other written communications relative to this case as of May 29th, 2024.

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.

June 2024 HPC Item: I

Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative

Preliminary Plat Approval for Major Subdivision

v. Determination that the project will have little or no adverse or negative impacts upon the natural environment.

Additional 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.

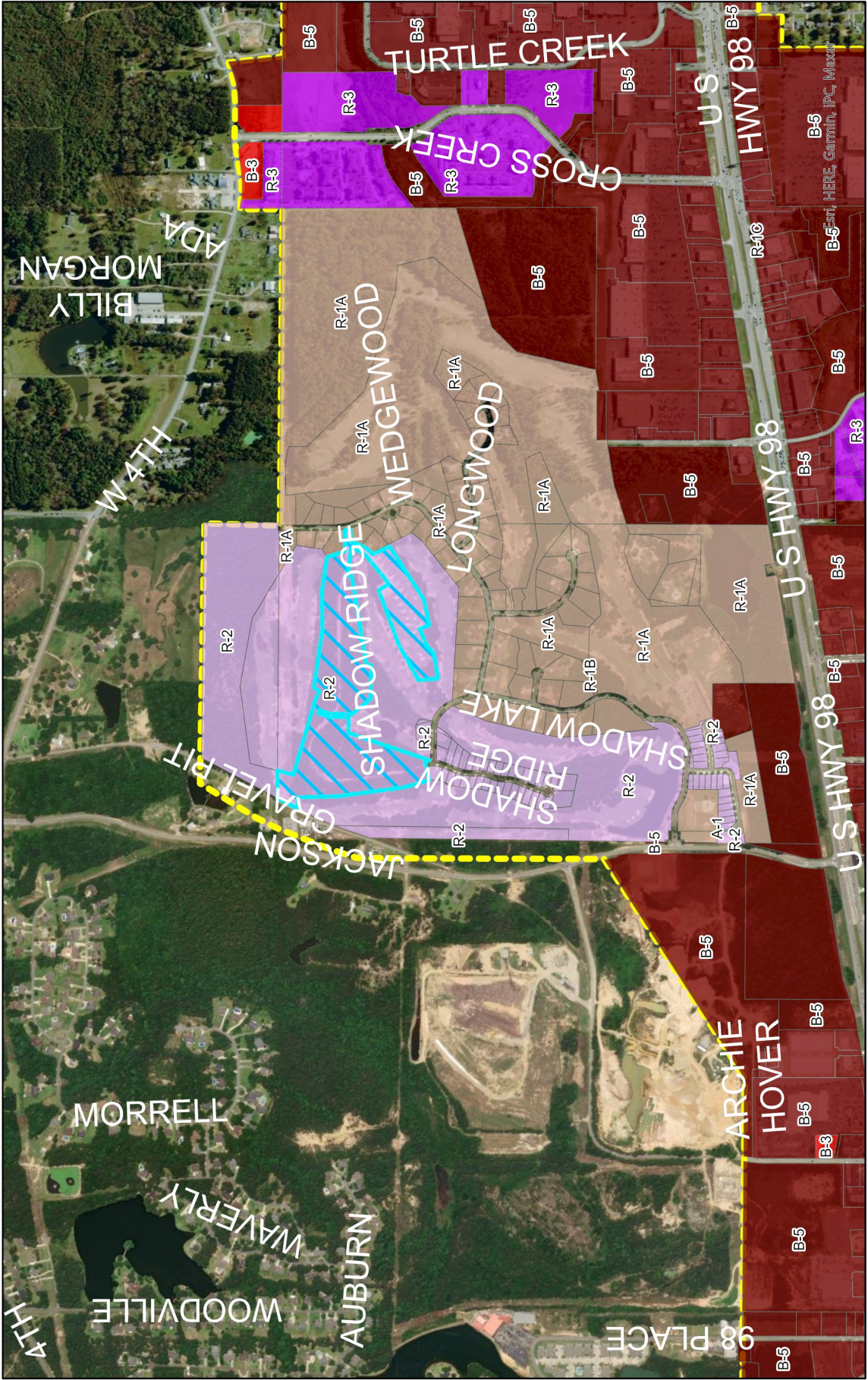
SUBJECT PARCEL

Shadow Ridge Phase III

Josh Morris, owner, John Anglin, engineer, and Craig Flanagan,
representative

Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative,
request approval for a preliminary plat for a major subdivision for a property
located on Shadow Ridge Drive. The proposed subdivision will be Phase III of the





Zoning Map - Legend

- A-1
- R-1A
- R-1B
- R-1C
- R-2
- R-3
- B-3
- B-5

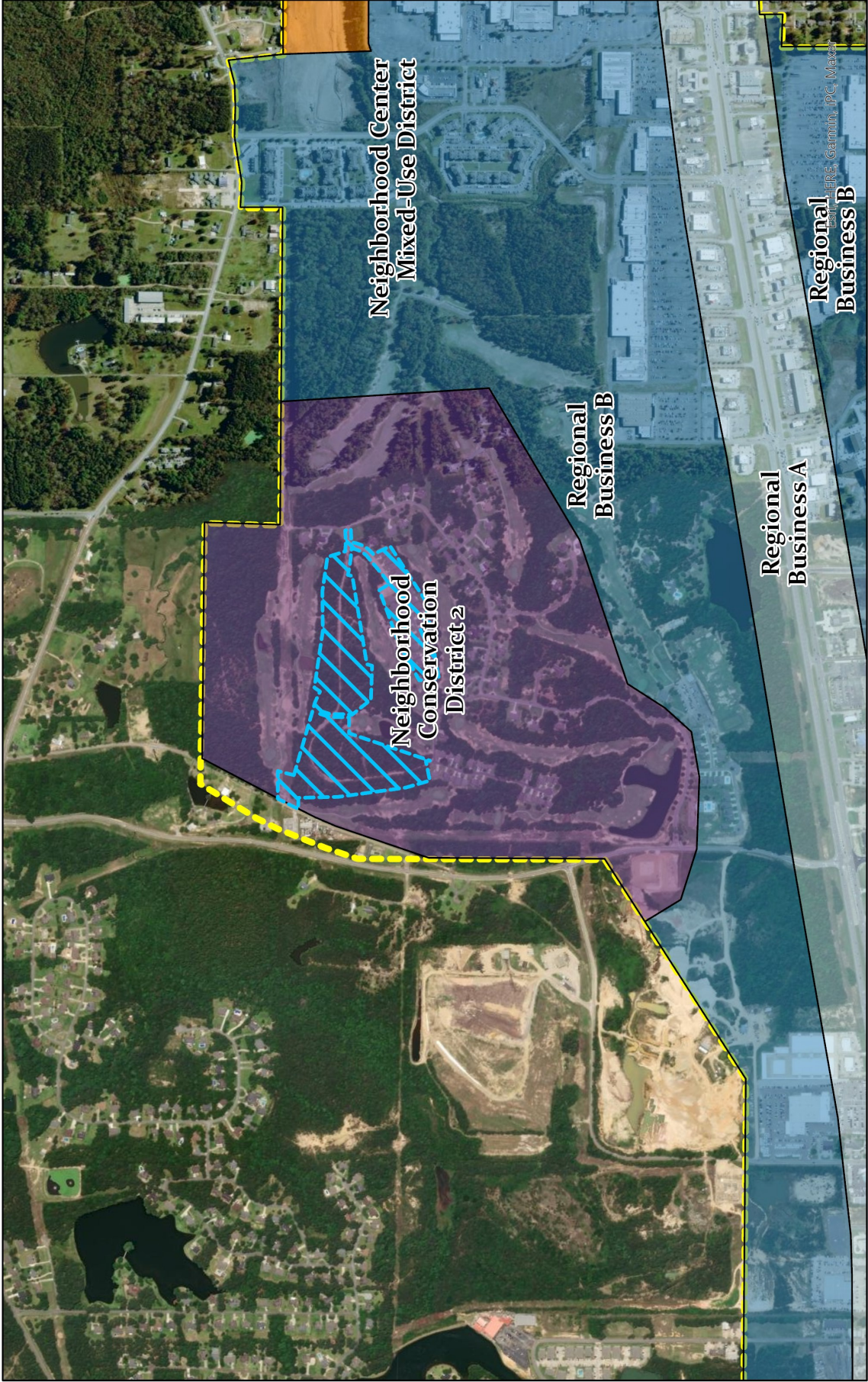
- I-1
- Subject Property

Preliminary Approval for a
Major Subdivision
Shadow ridge, Phase III
PPIN: 24500
Ward 3, Lamar County



**URBAN
DEVELOPMENT**
PLANNING DIVISION
Center: 89°23'42"W 31°19'42"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 5/17/2024 3:50 PM



Future Land Use Map - Legend

- Neighborhood Center Mixed-Use District
- Neighborhood Conservation District 2
- Regional Business A
- Regional Business B
- Subject Property

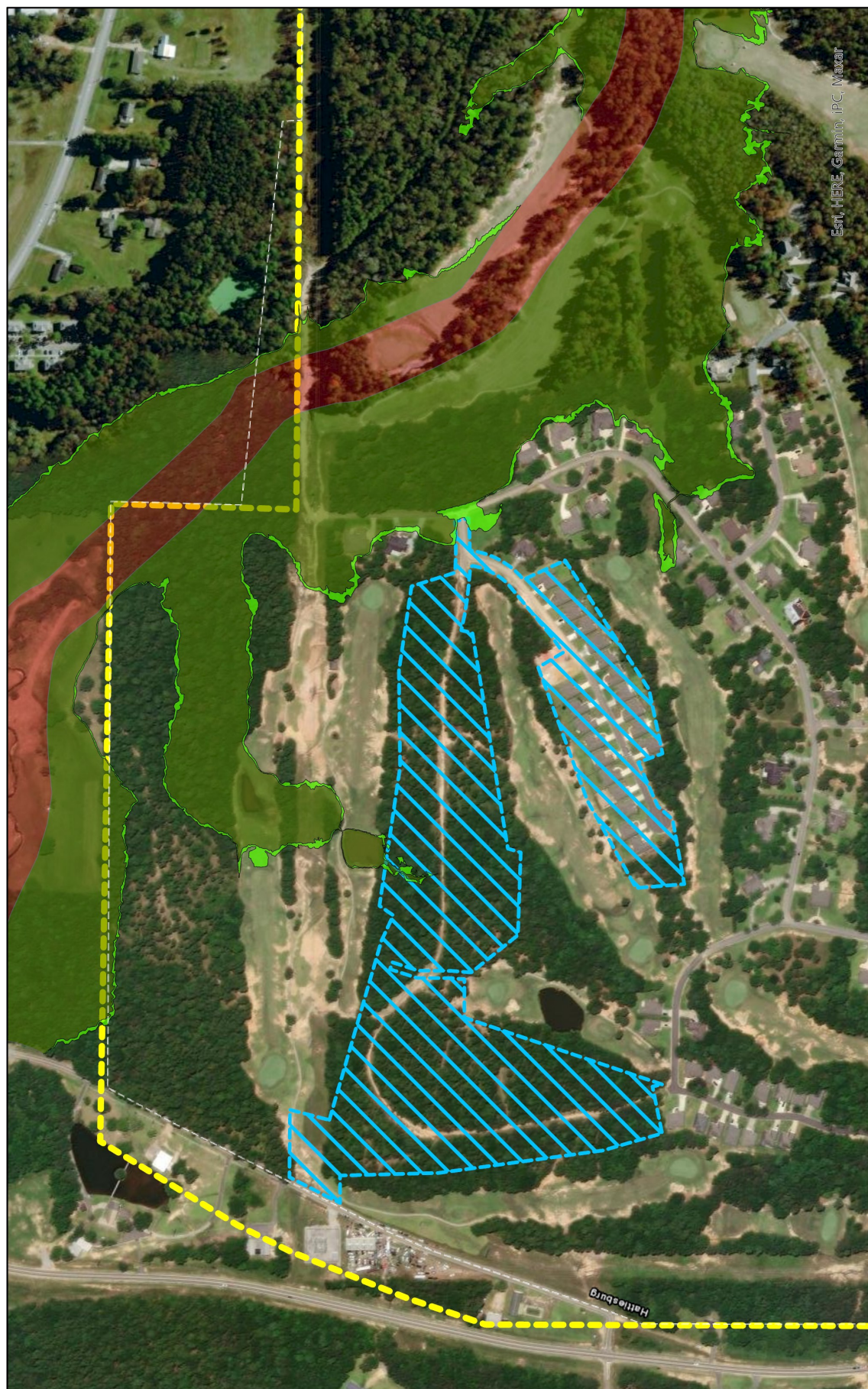
Preliminary Approval for a
Major Subdivision
Shadow ridge, Phase III
PPIN: 24500
Ward 3, Lamar County



**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°23'42"W 31°19'42"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice. Map Exported on: 5/17/2024 3:50 PM



Flood Risk Map

- █ FLOODWAY AREA IN ZONE AE
- █ ZONE A (100 yr flood - no elevation)
- █ ZONE AE (100 yr flood w / elevation)
- █ ZONE SX (500 yr flood)
- █ City Boundaries
- █ Subject Property

Preliminary Approval for a
Major Subdivision
Shadow ridge, Phase III
PPIN: 24500
Ward 3, Lamar County

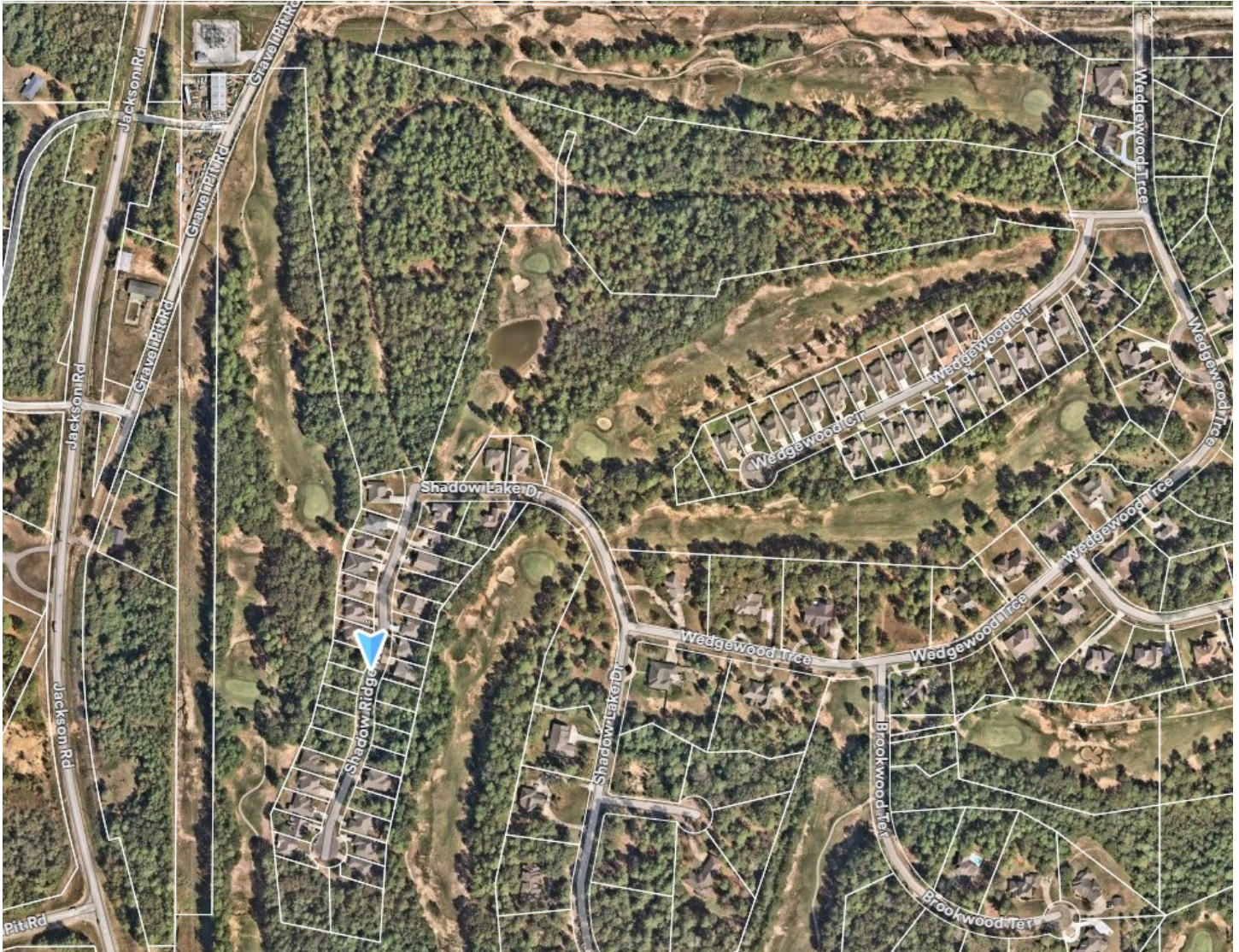
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**URBAN
DEVELOPMENT
PLANNING DIVISION**

Center: 89°23'33"W 31°19'50"N

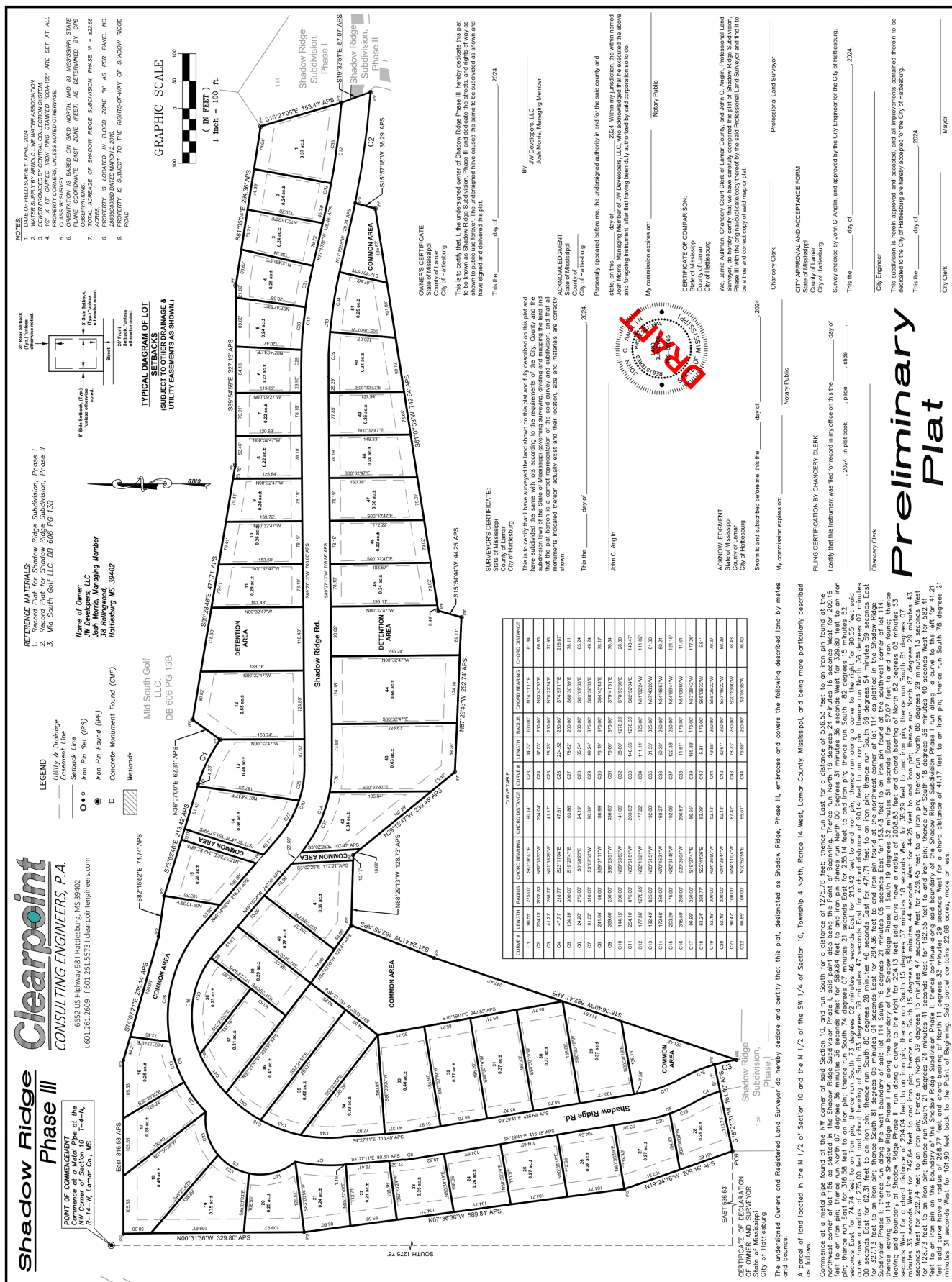
Site Aerial



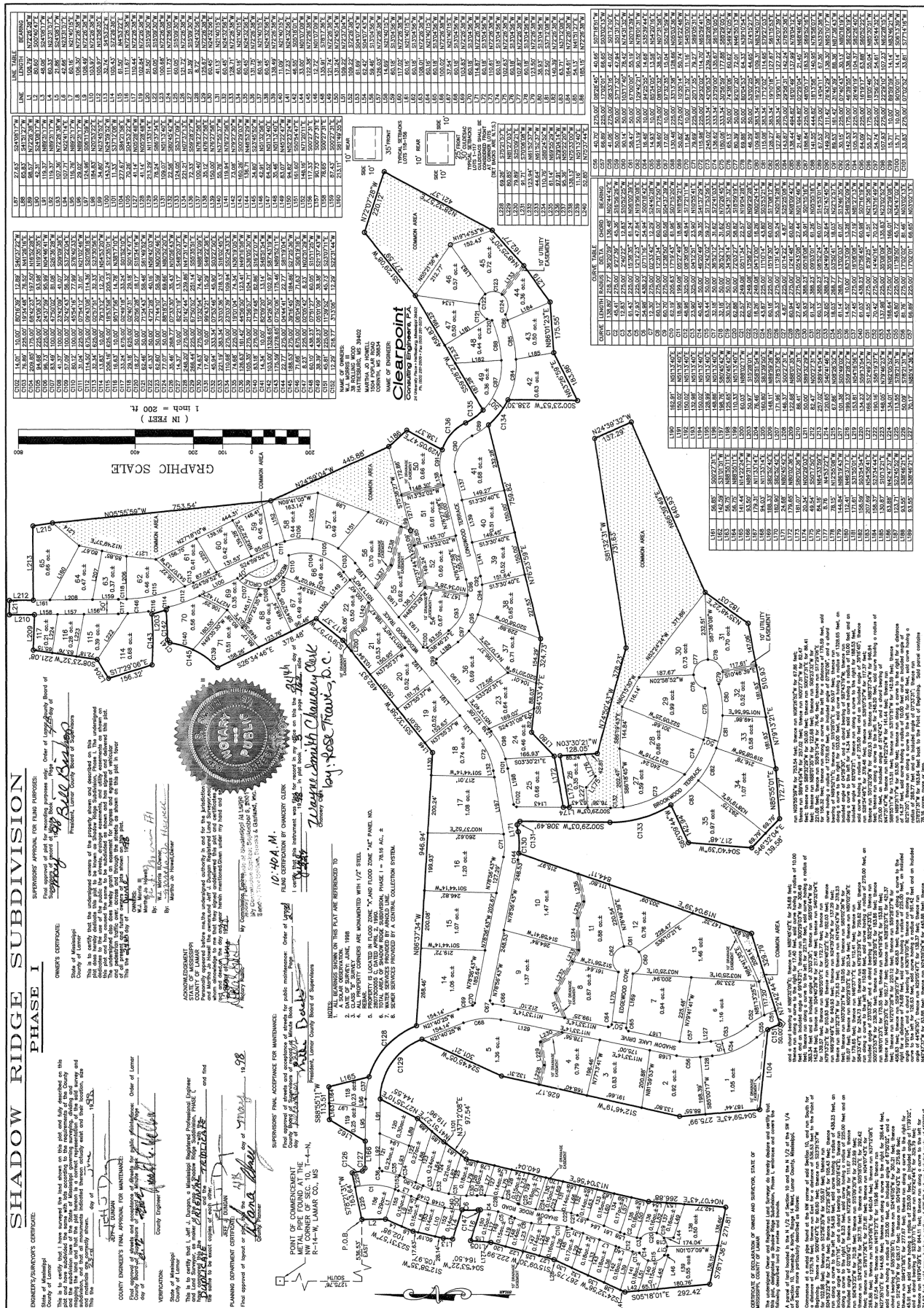
Photos of Subdivision



Preliminary Plat for Phase III



Phase 1—Approved in 1998





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: Josh Morris

Project Name: Shadow Ridge Phase 3

Proposed Use(s): Subdivision - New phase of residential lots

Project Street Address: Shadow Ridge Dr, Hattiesburg, MS 39402

PPIN Number(s) (if unknown, can be found on tax receipt): 24500

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: 800 ft block length

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- | | |
|---|---|
| ☐ Automotive Filling Station | ☐ Telecommunications |
| ☐ Digital Billboard, New | ☐ Digital Billboard, Replacement |
| ☐ Restaurant | ☐ Solar Farm |
| ☐ Other: _____ | |

For Re-Zoning Only, see p. 11:

Existing Zoning: _____

Proposed Zoning: _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

Parcel Number(s): _____ Historic District(s): _____

Flood Zone(s): _____ Zoning District(s): _____

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: <u>John Anglin - Clearpoint Engineers</u>
☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☒ Engineer
☐ Other (please specify): _____
Phone: <u>601-261-2609</u> Fax: _____ Email: <u>johna@clearpointengineers.com</u>
Mailing Address: <u>6652 Hwy 98 West, Hattiesburg, MS 39402</u>

Secondary:

Name: <u>Craig Flanagan - Flanagan Construction</u>
☐ Applicant ☐ Property Owner ☒ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer
☐ Other (please specify): _____
Phone: <u>601-264-3682</u> Fax: _____ Email: <u>craig@flanaganconstruction.com</u>
Mailing Address: <u>36 Power Lane, Hattiesburg, MS 39402</u>

Other(s):

Name: <u>N/A</u>
☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer
☐ Other (please specify): _____
Phone: _____ Fax: _____ Email: _____
Mailing Address: _____

Name: <u>N/A</u>
☐ 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
Shadow Ridge Drive Northumbria Ms.
Street Address City State
on this the 24th day of April, 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.

Craig Flanagan, John Anglin
on this the 24th day of April, 2024.

Josh Morris
Property Owner (print)

[Signature]
Property Owner (signature)

STATE OF Ms

COUNTY OF Lamar

Personally came and appeared before me, the within named

Josh Morris
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 24th day of April, 2024.

Marsha Lynn Lott
NOTARY PUBLIC

My Commission Expires ID # 112918



Last updated 7/31/2023

Page 3 of 14

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 _____
Street Address City State
on this the 24th day of April, 2024.

Josh Morris
Applicant (print)
[Signature]
Applicant (signature)

STATE OF Lamar Mo.
COUNTY OF Lamar

Personally came and appeared before me, the within named Josh Morris,
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 24th day of April, 2024.

Marsha Lynn Lott
NOTARY PUBLIC

My Commission Expires _____



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.

The size and shape of the subject parcel was established in approximately 1997, well before the property was annexed by the City of Hattiesburg. The parcel is surrounded by the Shadow Ridge Golf Course, and the intent has always been to develop the the property into a residential development. The developer had a masterplan of the subject parcel when the area was annexed into the city. The current proposed project follows that plan, with road location and development intent. The requirement of an 800' Block length is impossible to obtain on the parcel due to the shape and surroundings of the subject parcel. This requirement creates quite a hardship on the landowner.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

No special privilege will be granted to the parcel with the granting of this variance. Due to the specific size, shape and surrounding property ownership, the variance request is site specific based on these unique circumstances.

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.

If the literal interpretation of the code is enforced, the property owner cannot use his property for the intended and best use for additional residential lots. The property cannot be developed into residential lots that meet the existing 800' block length requirement.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance. Based on the 800' Block length requirement, the subject property cannot be developed into residential lots and the applicant cannot make reasonable use of the subject property. A masterplan of the subject property has existed since 1997 prior to City Annexation. The main road that will be used to access the proposed lots was installed in approximately 1997 for the future phase of the subdivision. The base location of this road will be used for the proposed development and is the reasonable access point for the proposed lots. The applicant does not own adjacent property that could be developed into residential lots thus no intersecting streets can be constructed to meet the 800' block length requirement.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure. N/A

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.

The granting of this variance will not conflict with the purposes and intent implied in the LDC. The intent of the 800' block length requirement was to ensure new developments have intersecting streets at intervals.

Shadow Ridge subdivision is an existing master-planned subdivision with the Shadow Ridge Golf Course surrounding the parcel. The development will have access points on both ends of the development and will meet the purpose of the LDC.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

2. Describe the effects the proposed use of utilities and facilities will have on the community.

3. Describe how the size of the site is appropriate for the proposed use.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

6. What is the expected number of customers/employees per day?

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

8. Parking requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and _____ ADA vehicles; with _____ loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

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

Detailed explanation of condition(s) most applicable to your request:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 22.7 Square-Footage/Acres

Lot Area Requirement: 4000 sq ft

Lot Frontage Requirement: 40 ft at setback

Existing use of lot/parcel/tract Undeveloped

To be subdivided into 54 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.		SEE ATTACHED PLAT				
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)

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 22.7 Square-Footage/Acres

Lot Area Requirement: 4000 sq ft

Lot Frontage Requirement: 40 ft at setback

Existing use of lot/parcel/tract Undeveloped

To be subdivided into 60 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.		SEE ATTACHED PLAT				
2.						
3. 51	Lots					
4. 6	Common Area					
5. 2	Detention Area					
6.						
7. 60	Total					
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	22.7 Ac.					
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric _____ Telephone _____ Cable _____ Streets _____

Satcher, Nathaniel

From: John Anglin <johna@clearpointengineers.com>
Sent: Tuesday, June 4, 2024 10:54 AM
To: Satcher, Nathaniel
Subject: FW: [EXTERNAL]Shadow Ridge
Attachments: Craig.pdf

Nathan,

Attached is the master plan from the late 90's that shows the proposed phase at Shadow Ridge. Note that this property is between Golf holes 13 to the east, 16 to the west, and 14 to the north...

Thanks
JCA



JOHN ANGLIN, P.E. P.L.S

Principal

 (601) 261-2609

 clearpointengineers.com

 6652 US Highway 98,
Hattiesburg, MS 39402

From: John Anglin
Sent: Thursday, August 24, 2023 4:29 PM
To: Craig Flanagan
<craig@flanaganconstruction.com>;

Ronnie Blackwell <ronnie@clearpointengineers.com>

Cc: ingramfamily1@bellsouth.net

Subject: RE: [EXTERNAL]Shadow Ridge

Craig,

There is about 22.4 Acres as shown on the attached. As you can see, the road near the middle would divide up into about 11 acres each side. The sketch I show does not include the narrow areas west of holes 14 and 15 and east of Gravel pit Road, but I can add that if you want.

I also found a drawing that shows a lot layout of that area. Let me know if you need anything else....

Thanks,

John C. Anglin, P.E. P.L.S.
Clearpoint Consulting Engineers, P.A.
6652 US Hwy 98
Hattiesburg, MS 39402
Phone: 601-261-2609
Fax: 601-261-5573

From: Craig Flanagan <craig@flanaganconstruction.com>

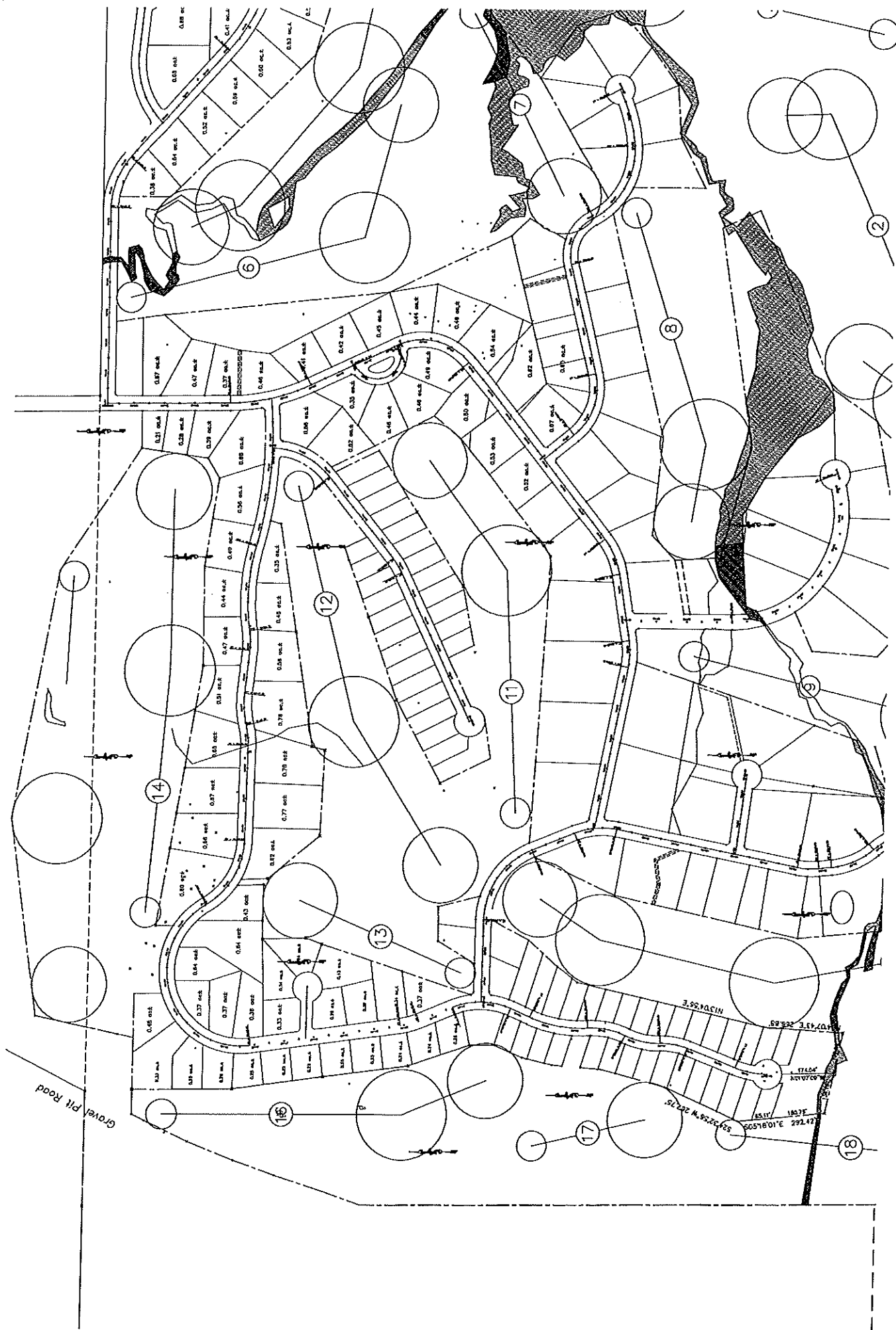
Sent: Thursday, August 24, 2023 2:03 PM

To: John Anglin <johna@clearpointengineers.com>; Ronnie Blackwell <ronnie@clearpointengineers.com>

Cc: ingramfamily1@bellsouth.net

Subject: [EXTERNAL]Shadow Ridge

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Satcher, Nathaniel

From: John Anglin <johna@clearpointengineers.com>
Sent: Wednesday, June 5, 2024 8:44 AM
To: Satcher, Nathaniel
Subject: FW: [EXTERNAL]100% approval of POA board

Nathan,
See below from Christy Morris, she finally got in touch with the remaining Shadow Ridge Homeowners Association Board members last night and they all gave her their approval of the proposed project....

Thanks
JCA

JOHN ANGLIN, P.E. P.L.S
Principal

(601) 261-2609

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fclearpointengineers.com&c=E,1,8BrOzWr4IJ_DU5qvWkbF3HFSwitkROITJNfyBjqJ06Lu5e5SG00K07IPOvWNijKaAvLxWezjZdjqt5nH9MfhpZbA5JttpxZT7prH2WAz3XVMA,,&typo=1

6652 US Highway 98, Hattiesburg, MS 39402

-----Original Message-----

From: Christy Morris <christymorris1968@gmail.com>
Sent: Tuesday, June 4, 2024 9:10 PM
To: John Anglin <johna@clearpointengineers.com>
Subject: [EXTERNAL]100% approval of POA board

This Message Is From an External Sender
This message came from outside your organization.

Got the emails I was hoping for you can report tomorrow 100% in favor Sent from my iPad



TO: Whom it may concern:

RE: Shadow Ridge Phase III

April 25, 2024

Mid – South Golf dba Shadow Ridge Golf is not in opposition to Phase III of Shadow Ridge.

Christy Morris

Mid-South Golf



April 4, 2024

To: City Of Hattiesburg

From: Shadow Ridge Property Owners Association

Re: Future Development

Morris & Flanagan have the full support of the board of directors of the Shadow Ridge Home Owner's Association.

Christy Morris

Treasurer

On behalf of the Board of Directors

To: Whom it May Concern

Re: Shadow Ridge Phase III

April 25, 2024

Eugene and Aisha Stubbs are not in opposition to Phase III of Shadow Ridge

A handwritten signature in black ink, appearing to be "E. Stubbs" or similar, with a long horizontal flourish extending to the right.

Attached you will find the letter emailed, as well as hand delivered to Ms. Erin M Deroche, 102 Shadow Ridge Road.

As of June 4, 2024, no response has been received.

Christy Morris

April 25, 2024

Erin M Deroche
102 Shadow Ridge Road
Hattiesburg, MS 39402

You are one of the two property owners whose property is adjacent to the property owned by the developer of Shadow Ridge, Josh Morris. Mr. Morris is in the planning stages of phase III of the neighborhood. Because you own property that will be adjacent to the new road a letter is needed from you stating that you are not in opposition, in order to be in compliance with the city requirements,

I am attaching the plat so you can see where the road will be. Your home is circled. The road will come in where the dirt road is adjacent to your home. It is easier to see on the email I sent yesterday.

If you would simply sign the enclosed statement that you are not in opposition to the new development we can proceed with the city. You can either drop it off at the golf pro shop or I would be more than happy to come and pick it up

Thank you in advance, if you have any questions please contact me

Christy morris
Christymorris1968@gmail.com
601-270-9592





Shadow Ridge

A Residential Golf Community
Hattiesburg, Mississippi

Congratulations on the purchase of property in the Shadow Ridge community and your membership in our Property Owners Association (POA). You should have received copies of the covenants when you purchased your property, if not you can obtain them from the Association. The covenants contain valuable information that homeowners should be familiar with.

Upon becoming a member of our Association you are responsible for payment of the annual dues and assessments associated with your property. Dues are currently \$500.00 annually. Dues include but are not limited to the maintenance of common areas as well as the pool, clubhouse and contribute to neighborhood events. You will receive invoices for billings and your cooperation in timely paying will contribute to the proper functioning of the Association.

The operations of the Association are conducted by the Board of Directors. The Board primarily uses email to communicate with the property owners. Please send an email to poaofsr@gmail.com with names and contact information for all persons living in the home. Please make note of the following information for your association.

Board of Directors

Lauren Rosengrant - President

Brian Morrison - Vice President

Christy Morris - Treasurer

Noah Bryant - Board Member

Ron Rueban -Board Member

**If you have any questions please email the Board at
poaofsr@gmail.com**

**Declaration of Rights,
Covenants,
Restrictions,
Affirmative Obligations
and Conditions
Applicable to
SHADOW RIDGE,
A SUB-DIVISION**

STATE OF MISSISSIPPI

COUNTY OF LAMAR

FILED

'98 JUN 24 AM 10 41

WAYNE SMITH
CHANCERY CLERK

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**DECLARATION OF RIGHTS, COVENANTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS
AND CONDITIONS APPLICABLE TO SHADOW RIDGE, A SUBDIVISION**

THIS DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO SHADOW RIDGE, A SUBDIVISION ("Declaration") is hereby made this 24 day of JUNE 1998 by JMJ PROPERTIES, a Mississippi general partnership ("Developer"), applicable to Shadow Ridge, a subdivision ("Subdivision").

WHEREAS, the Developer owns that certain real property located in Lamar County, Mississippi as shown on the Subdivision Plat of Shadow Ridge, recorded in Plat Book 3, at page 112, in the land records of the office of the Chancery Clerk of Lamar County, Mississippi ("Property"); and Slide 227

WHEREAS, the Developer desires to provide for the preservation of the value of the Subdivision and for the maintenance of the common properties; and to this end, the Developer has consented to subject the Property to the covenants, restrictions, easements, affirmative obligations and conditions hereinafter set forth ("Covenants"), all of which are hereby declared to be for the benefit of the Property and every owner of any and all parts thereof.

WITNESSETH:

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied and used subject to these Covenants. These Covenants, the benefits of these Covenants and the affirmative and negative burdens of these Covenants shall touch and concern and run with the Property.

**ARTICLE I
[Definitions]**

In this Declaration, the following words shall have the following meanings:

Section 1.01. Association shall mean the Property Owners Association of Shadow Ridge, Inc., an Mississippi nonprofit corporation, its successors and assigns. This is the "Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Shadow Ridge, a Subdivision" to which articles of incorporation and bylaws of the association shall make reference.

Section 1.02. Common Property or Properties or Common Area Property or Properties shall mean that certain real and/or personal property conveyed to the Association by the Developer in accordance with Section 8.01. In addition, the median to any portion of a private or dedicated road or street, within or abutting the Property, shall be included in the Common Area Property unless otherwise provided. The lakes, ponds or wilderness areas shown on the Plat of the Property; the property owned by Mid-South Golf, LLC.;

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and the Shadow Ridge Golf Club and its related facilities and amenities are not part of the Common Area Properties.

Section 1.03. Developer shall mean JMJ Properties, a Mississippi general partnership, its successors in interest and assigns.

Section 1.04. Dwelling unit shall mean that portion of any improved lot intended for use, or being used, as a single-family residential dwelling.

Section 1.05. Enclosed livable area shall mean that area of the dwelling unit that is completely enclosed and protected from the weather (heated and cooled) and intended as the living quarters of the dwelling unit.

Section 1.06. Improved lot shall mean a lot on which is located a building and/or other structure(s) as to which required approvals for use and occupancy have been obtained.

Section 1.07. Institutional mortgagee shall mean any federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust which holds a first mortgage or other first lien or charge upon the Property or portion of the Property or any interest therein which is of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Section 1.08. Lot shall mean any of the numbered lots and delineated parcels shown on the plat, as the same may be amended from time to time, and any additional lots added by Developer pursuant to Section 2.02.

Section 1.09. Members or membership shall mean the Association's members.

Section 1.10. Owner or property owner shall mean the holder of record or fee simple title to any lot. Notwithstanding any applicable legal theory of any mortgagee, "owner" shall not mean or refer to the mortgagee, mortgagee's heirs, successors or assigns, unless such mortgagee has acquired title pursuant to foreclosure or judicial proceeding or deed in lieu of foreclosure; nor shall the term "owner" mean any lessee of any owner; nor shall the term "owner" mean any person holding title merely as security for the payment of a debt. In the event there is of record a deed granting one or more parties a life estate in any lot, the owner of said lot shall be deemed to be the holder or holders of the life estate, regardless of who owns the fee interest.

Section 1.11. Plat or subdivision plat shall mean the subdivision plat of Shadow Ridge, as recorded in Plat Book 3, at page 142, in the office of the Chancery Clerk of Lamar County, Mississippi.

slide 227
Section 1.12. Public records shall mean the records of the office of the Chancery Clerk for Lamar County, Mississippi.

Section 1.13. Subdivision shall mean Shadow Ridge, a subdivision, as shown on the plat of Shadow Ridge as recorded in the public records.

Section 1.14. Unimproved lot shall mean any lot that is not an improved lot.

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Section 1.15. Wilderness areas shall mean those areas designated on the plat of the Subdivision as "wilderness areas."

ARTICLE II

[Future Development and Additions to the Property]

Section 2.01. Future Development. The Developer may develop other property and may as a matter of right, without the consent of the Association or the owners, convey additional parcels to the Association without regard to the location of such parcels of land within the Property. At the time of conveyance to the Association, these properties shall be designated as Common Area Properties. The Developer shall not be required to follow any predetermined sequence, schedule or order of improvements and development; and it may take, subject to this Declaration, additional lands and develop the same before completing the development of the lots and common areas as shown on the plat. Any property conveyed by the Developer to the Association may also be subject to additional covenants and restrictions as specifically set forth in the deed of conveyance.

Section 2.02. Additions and Withdrawals of Property. Additional property may become subject to this Declaration or be withdrawn from this Declaration in the following manner:

A. **Additions.** The Developer shall have the right, without further consent of the Association or the owners, to bring within this Declaration any additional property. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing in the public records a supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property.

Any supplementary Declaration may contain such additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the additional properties.

B. **Withdrawal.** The Developer, without consent from the Association or the owners, shall have the right, at any time or from time to time, to withdraw portions of the Property from this Declaration. The withdrawal authorized by this subsection shall be made by filing in the public records a supplementary Declaration with respect to the property which has been withdrawn.

C. **Mergers.** Upon merger or consolidation of the Association with another association as provided for in the bylaws of the Association, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. In the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the Property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall affect any revocation, change or addition to this Declaration with respect to the property including, without limitation, the maximum limits on assessments of

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the Association, or any other matter substantially affecting the interest of members of the Association.

Section 2.03. Platting and Subdivision of the Property. The Developer, without consent from the Association or the owners, shall be entitled at any time and from time to time to subdivide, plat and/or re-plat all or any portion or part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

ARTICLE III [General Covenants and Restrictions]

Section 3.01. Purposes. The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same is the creation of a subdivision that is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and locations of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these Covenants. In order to implement the purposes of these Covenants, the Developer shall establish and amend from time to time objective guidelines which shall be in addition to these Covenants and shall be called the Shadow Ridge Design Guidelines.

Section 3.02. Lots Limited to Residential Use. All lots shall be used exclusively for single-family residential purposes. No structure, except as hereinafter provided, shall be erected, altered, placed, attached to or permitted to remain on any lot other than those structures and improvements approved for use and occupancy by the Developer in accordance with the Shadow Ridge Design Guidelines published from time to time by the Developer.

Section 3.03. Siting. All dwelling units, buildings and other improvements must be located within the setback lines as shown on the subdivision plat and in accordance with the Shadow Ridge Design Guidelines. All improvements shall be located so that the maximum view and privacy will be available to each dwelling unit, and all improvements will be ideally located with regard to the topography of each lot taking into consideration the location of trees or plants, and other aesthetic and environmental considerations. The Developer reserves unto itself the right to control and to decide solely (so long as (i) Developer's decisions are not arbitrary or capricious and (ii) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any dwelling unit, building, structure or other improvement on any property in the subdivision. The location shall be determined only after reasonable opportunity is afforded to the property owner to recommend a specific site; provided however, that in the event an agreed location is stipulated in writing in the contract of purchase from the Developer, and such location complies with the applicable local city and county land use and subdivision regulations, the Developer shall approve such location for a residence or group of residences.

Section 3.04. Signs. No signs shall be erected or maintained on the Property or on any lot at any time by anyone, including without limitation, a property owner, realtor, contractor or subcontractor, except the following approved signs: (i) one (1) "For Sale" or "For Rent" sign; (ii) one (1) sign for a contractor displayed during construction for a maximum of twelve (12) months or until completion of construction, whichever shall first occur; (iii) a sign which must be posted as a result of legal proceedings pursuant to a statute or court order; or (iv) a sign which has been specifically approved in writing by the Developer. The Developer reserves

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the right to restrict the size, color, content, location, number and method of display of each approved sign. All approved signs shall not exceed three (3) square feet in size and shall have a white background with black lettering. All "For Sale" or "For Rent" signs shall contain only the lot number, real estate company (or individual agent if desired) and telephone number. All contractor signs shall contain only the lot number, name of owner, the general contractor and telephone number. Signs must be placed parallel to the street and may not be displayed from the interior of any dwelling unit, building or other improvement so as to be visible from the exterior.

Section 3.05. Mailboxes. No mailboxes may be erected or maintained on the Property except mailboxes approved by the Developer. The actual cost of providing, erecting and maintaining a mailbox, including Developer approved numbering or lettering, shall be paid by the property owner. The Developer reserves the right to designate the location of all mailboxes.

Section 3.06. Unsightly Conditions. It shall be the responsibility of each property owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their lot either before, during or after construction. Each owner must provide or require an on-site dumpster for trash and litter during construction. It shall also be the responsibility of each property owner and tenant thereof to prevent accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 3.07. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the Developer. Neither these nor any other illumination devices located anywhere on the structures or grounds of any dwelling unit shall be located, directed, or of such intensity as to affect adversely the enjoyment of any adjacent property owner.

Section 3.08. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one dwelling unit, provided said pets must be secured by a leash or lead, under the control of a responsible person and obedient to that person's command at any time they are permitted outside a dwelling unit. Any areas located on a lot for the maintenance or confinement of pets are subject to prior approval by the Developer.

Section 3.09. Sewage. Prior to the occupancy of a dwelling unit, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains. No sewage or other waste material shall be emptied or discharged except into the sanitary sewer system.

Section 3.10. Water. Shallow private water wells used for nonhousehold purposes only may be drilled or maintained on any lot or any other portion of the Property with the approval of the Developer.

Section 3.11. Repairs and Hazards. Any building or other improvement attached thereto on any lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land on which it was located restored to an orderly and attractive condition. Any damage which causes a dangerous or unsafe condition to persons or which is unsightly and which is not repaired within a reasonable time (in no event longer than sixty (60) days) following notice, may be repaired or removed at the direction of the Association or the Developer, and the cost of such repairs or removal shall

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become a lien against the pertinent lot and become the personal obligation of the owner of such lot. Any entry upon a lot to effect such emergency repairs or removal shall not be deemed a trespass.

Section 3.12. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot or any other portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. The Developer shall have the express right, in its sole discretion, to publish rules from time to time to prohibit, regulate or otherwise deal with activities which violate this Section.

Section 3.13. Utilities. All electrical, cable and telecommunication lines located upon the Property, other than those existing on the date of this Declaration, shall be installed and maintained underground unless the Developer specifically approves above ground installation of such lines.

Section 3.14. Antennas. No television antenna, receiving "dish" (over 2 feet in diameter), radio receiver or sender or other similar device shall be attached to or installed on any lot or structure within the Subdivision without the prior written consent of the Developer. Neither shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any building, dwelling unit, lot or any other portion of the Property which may unreasonably interfere with the reception of television or radio signals upon any other part of the Property. However, the provisions of this Section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within the Subdivision.

Section 3.15. Trespass. Whenever the Developer is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any of the Property or on the easement areas adjacent thereto, entering such Property and taking such action shall not be deemed a trespass.

Section 3.16. Parcels. No lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Developer. However, the Developer hereby expressly reserves to itself the right to replat any lot and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of any lot or easements, walkways, tunnels, rights-of-way, roadways and recreational facilities. The provisions of this Section shall also not prohibit the combining of two (2) or more contiguous lots into one (1) large lot. Three (3) lots may be divided into two (2) lots with approval by the Developer.

Section 3.17. Ingress and Egress. The property owner, in accepting title to property conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such property owner and successors in title) and agrees that such ingress and egress to the owner's lot may be limited to roadways built or approved by the Developer. The Developer and its agents, employees and licensees, expressly reserve a right of ingress and egress upon and through any and all roads, roadways, bridges and any other designated access routes in the Subdivision to any portion or part of the Subdivision or Property. Nothing in this Section shall be construed as placing an affirmative obligation on the Developer to provide or construct any road, bridge, or other means of ingress and egress to or within the Subdivision.

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Section 3.18. Firearms. No hunting by any means or discharge of firearms of any type shall be allowed on the Property.

Section 3.19. Bridges. The Developer expressly reserves to itself and its agents, employees and licensees, any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, tunnels or fixed spans across any or all natural or man-made waters, canals, creeks, paths or lagoons in the Subdivision. Nothing in this Section shall be construed as placing an affirmative obligation on the Developer to provide or construct any such improvement.

Section 3.20. Landscaping. No weeds, underbrush or other unsightly growth which would unreasonably interfere with the enjoyment of adjacent property owners shall be permitted to grow or remain upon any part of a lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of a lot, including vacant parcels, Common Areas or road rights-of-way. All landscaping of any lot shall be completed within ninety (90) days from the completion of construction of the improvements. These provisions shall not apply to the Developer until the last lot is sold to an owner other than the Developer.

Section 3.21. Temporary Structures. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. No storage building of any type shall be permitted unless such building is designed as part of the main dwelling unit and approved by the Developer. There shall be no occupancy of any dwelling unit until the interior and exterior of the dwelling unit are completed and a certificate of occupancy or other satisfactory evidence of completion is received and approved by the Developer.

Section 3.22. Fences and Hedges. All fences, hedges and similar improvements must be constructed, installed and maintained in accordance with the Shadow Ridge Design Guidelines. Chain link or any other wire fences shall not be used. A wooden, brick, stucco, wrought iron or similar approved fence or privacy screen may be used if constructed and placed in accordance with the Shadow Ridge Design Guidelines.

Section 3.23. Garages. All dwelling units, at a minimum, must have a two (2) vehicle, enclosed garage and which must meet the requirements of the Shadow Ridge Design Guidelines. No carports will be allowed. Garage openings may not be constructed on the front of dwelling units unless specifically approved by the Developer in those limited instances when it is unavoidable. In all cases, electric automatic garage door openers/closers shall be installed and used. Any garages visible from the street must be kept closed when not in use.

Section 3.24. Recreational Vehicles and Boats. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home, unmaintained cars, trucks or any similar items shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours, unless housed in an enclosed garage or parked or stored in an area of the Property specifically designated for such use by the Developer.

Section 3.25. Remedies for Vehicle and Recreational Equipment Violations. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association or the Developer, at the sole expense of the owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) hours. The Association or the Developer shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such

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towing, and neither its removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 3.26. Approved Builder's List. All improvements constructed on any lot shall be made by a builder or contractor approved by the Developer. No owner may act as a general contractor for the construction of a dwelling unit or other improvements on his own lot, except that an approved builder or contractor may build improvements on a lot owned by such approved builder or contractor. A list of all approved builders and contractors, as amended from time to time, shall be maintained by the Developer or Architectural Review Board.

Section 3.27. Golf or Other Recreational Facilities. Other property located adjacent to or near the Subdivision (not being a portion of the Property referenced herein) may be used for a public, private, or semi-private country club, golf course and/or other recreational use, and will be independent and separate from the recreational facilities in the Subdivision. No owner shall have any right or interest in, or use of any such country club, golf club, golf course or other recreational facilities other than any membership or use for which an owner may qualify and purchase from the owner or operator of such facilities. Persons playing golf on the golf course located near or adjacent to the Subdivision shall have an easement and license to go upon an owner's lot located adjacent to the golf course to retrieve errant golf balls, so long as such person does not damage an owner's property while accomplishing such retrieval. Any golfer causing damage by an errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner or operator of the golf course shall not be responsible therefor. The present or future use of any property located adjacent to the Subdivision as a golf course may be discontinued or suspended at any time by the owner of such golf course.

Section 3.28. Leasing Restrictions. No dwelling unit or other structure shall be leased by the property owner for a lease term of less than six (6) months, and only one primary family per dwelling unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

Section 3.29. Parking. Each owner shall provide sufficient space, off Subdivision roadways, for the parking of approved vehicles for use by the owner, his family and guests in accordance with reasonable standards established by the Developer. Parking on the paved portion of any roadway not identified as parking areas within the Subdivision shall be prohibited at all times. Any vehicle violating this restriction may be removed by the Developer or its designated agent, and the owner of the vehicle shall be responsible for all charges for towing and storing the vehicle.

ARTICLE IV [Easements]

Section 4.0. Developer Easements. The Developer reserves unto itself and its contractors, licensees and agents a perpetual, alienable and releasable easement and right on, over and under the ground of the Property (including each lot) to erect, maintain and use electric, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of the Property as may be reasonably required for any purposes, and to grant access easements or relocate any existing access easements in, on, or over any portion of the Property as the Developer shall deem necessary or desirable for the proper operation and

**AMENDMENT TO ARTICLE III OF THE DECLARATION OF RIGHTS,
COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND
CONDITION APPLICABLE TO SHADOW RIDGE, A SUBDIVISION**

**IN ACCORDANCE WITH ARTICLE XIV SECTION 14.02 THE FOLLOWING
AMENDMENT IS MADE:**

**ARTICLE 3 SECTION 28 SHALL BE AMENDED TO READ THE
FOLLOWING:**

Section 3.28 LEASING RESTRICTIONS. No dwelling unit or other structure shall be leased by the property owner for a lease term of less than twelve (12) months, and only one primary family per dwelling unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

All potential lessees must submit a lease agreement including each member residing on the property to the Board of Directors for approval and may be subject to a meeting with the Board

Property owners must reside full time in a home for at least one year before leasing a property, and owners must be financially current with the Property Owner's Association before any lease will be considered.

A rental cap of no more than 10% of the homes in Shadow Ridge may be leased at one time.

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maintenance of the Property, or any portion thereof; or for the reason of carrying out the purposes of this Declaration; provided, however, that no such easement shall be applicable to any portion of the Property as may (i) have been used prior to the installation of such utilities for construction of a building or structure whose plans were approved pursuant to this Declaration by the Developer, or (ii) such portion of the Property as may be designated as the site for a building or structure on a site plan or for erection of a building or structure which has been filed with the Developer and which has been approved in writing by the Developer. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any property owner caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Developer, or prompt and reasonable remuneration for such repairs shall be made to such property owner by the Developer.

Section 4.02. Utility and Governmental Services and Private Easements. All lots within the Subdivision shall be subject to utility, governmental services and private drainage easements as shown on the face of the recorded plat and all rights of ingress, egress and access for persons and equipment associated therewith. In addition to the foregoing, the Developer reserves unto itself and its contractors, licensees and agents a perpetual, alienable and releasable easement and right on, over and under the ground located ten (10) feet along both sides of all roads and rights-of-way and ten (10) feet along the side and rear lines of each lot.

ARTICLE V

[Architectural and Design Review]

Section 5.01. Purpose. In order to preserve the natural beauty of Shadow Ridge and its setting, to maintain Shadow Ridge as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, to provide for the community's organized development, and to protect and promote the value of property, no building, fence, paving materials of any kind, screen enclosures, sewer drains, disposal systems, landscaping, or any other structure or improvement of any nature or any future addition or improvement shall be erected, placed, attached to or altered unless and until the proposed plans, design, specifications, exterior color or finish, plot plan (showing the proposed location of such building structure, drives and parking areas), building height, landscape plan, size and construction schedule shall have been approved in writing by the Developer prior to commencement of construction and a permit shall have been issued authorizing the structure or improvement in accordance with the Shadow Ridge Design Guidelines, as amended or modified from time to time.

Section 5.02. Objectives. Architectural and design review shall be directed toward attaining the following:

- A. Preventing excessive or unsightly grading, indiscriminate earth moving, clearing of Property, or removal of trees and vegetation which could cause disruption of natural water courses or scar natural landforms;
- B. Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the lots, with surrounding lots and structures, and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

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- C. Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Subdivision's overall appearance, with the surrounding development, with natural landforms and native vegetation, and with development plans officially approved by the Developer, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;
 - D. Ensuring the plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots and blend harmoniously with the natural landscape;
 - E. Ensuring that any development, structure, building or landscaping complies with the provisions of these Covenants; and
 - F. Promoting building design and construction techniques that respond to energy consumption and environment quality considerations such as heat loss, air emissions and run-off water quality.

Section 5.03. Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans. Two copies of all plans and related data shall be submitted to the Developer prior to any improvements or modifications of any kind being made to any lot. The Developer shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate for the retainer of any consulting architect, landscape architect, urban designer or attorney. The fee initially established by these Covenants shall be Two Hundred And No/100 Dollars (\$200.00) for each submission. The Developer shall have the right to increase this amount not more than once in any subsequent twelve (12) month period. Approvals shall be dated and shall not be effective for construction commenced more than nine (9) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Developer of the written request for approval, the provisions of this Section shall be thereby waived. Refusal or approval of plans, site location, building height or specifications may be based by the Developer upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

Section 5.04. Architectural and Design Guidelines. The Developer will publish Shadow Ridge Design Guidelines, as amended, from time to time which will set forth minimum criteria and controls for construction of improvements on the Property. In order to further carry out the objectives set forth in this Section, the Shadow Ridge Design Guidelines will provide for lot line setbacks, lot coverage and clearing limitations, landscaping, construction schedules, types of materials approved for incorporation in the exterior construction of structures and other requirements relating to the development of the Subdivision. All improvements or modifications to the Property shall meet and comply with the Shadow Ridge Design Guidelines, as amended or modified from time to time. All plans submitted to the Developer must incorporate the provisions of these Guidelines prior to the Developer becoming obligated to review the plans, and the failure by the Developer to review non-conforming plans shall not be deemed a waiver of any of the provisions of this Section. The Shadow Ridge Design Guidelines, as amended from time to time, are by reference hereby incorporated into these Covenants.

Section 5.05. Approval Not a Guarantee or Representation of Proper Design or Good Workmanship. No approval of plans, location or specifications, and no publication of Shadow Ridge Design

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Guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that it will comply with applicable federal, state or local governmental regulations. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The Developer, its agents and assigns, shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The property owner shall have sole responsibility for compliance with approved plans and does hereby hold the Developer, its agents or assigns, harmless for any failure thereof caused by the property owner's architect or builder. The Developer reserves the right to prohibit the property owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans by the Developer, in its sole discretion, is intentional or due to gross negligence.

ARTICLE VI

[Dwelling Units]

Section 6.01. Building Height. No dwelling unit shall be constructed on a lot which has a height exceeding two and one-half habitable stories, excluding basements. The height of any structure, including all dwelling units, within the Property shall be subject to the prior review and approval in writing by the Developer and shall be subject to all applicable guidelines of the Shadow Ridge Design Guidelines and approvals of the Developer.

Section 6.02. Building Size. All dwelling units shall comply with all applicable guidelines and approvals of the Developer, the Shadow Ridge Design Guidelines and be designed and constructed in an architecturally aesthetic manner to carry out the objectives set forth in Section 5.02 of this Declaration.

Section 6.03. Setback and Side Line Requirements. All buildings built on any lot shall comply with the setback and side lines restrictions as required upon such lot as set forth in the applicable Shadow Ridge Design Guidelines and the recorded plat. Such setback restrictions shall be a covenant running with the land.

Section 6.04. Completion of Construction. Dwelling units may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction, the property owner shall require the contractor to maintain the lot in a clean and uncluttered condition. Upon completion of construction, the property owner shall cause the contractor to immediately remove all equipment, tools, construction material and other debris from the lot. Any damage to roadways, paths, Common Area Properties or any other property owned by any person or entity caused by the property owner's contractor or other parties providing labor or services to the property owner shall be repaired by the property owner, or by the Developer at the property owner's expense.

Section 6.05. Service Yard. Each property owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, electric meters, air conditioning equipment and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. No window air conditioning units may be installed or used on any lot. No clothes lines are allowed on any lot.

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Section 6.06. Governmental Approval. All construction and alterations shall also be subject to applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

ARTICLE VII

[Additional Restrictions to Implement Effective Environmental Controls]

Section 7.01. Purpose. To protect the natural beauty of the vegetation, topography and other natural features of all properties within the Subdivision and in furtherance of the safe and aesthetic enjoyment of the Subdivision, the following environmental controls and restrictions are hereby established.

Section 7.02. Topography and Vegetation. Written approval of the Developer is hereby required for the removal, reduction, cutting down, excavation, filling or alteration of any topographic, vegetative or woodland feature of the Subdivision. Written approval will be granted for the amount of earth movement required in plans and specifications approved pursuant to the provisions of Section 5.03.

Section 7.03. Tree or Underbrush Removal. Prior to approval of a property owner's final drawings or plans by the Developer, no trees or underbrush may be removed without the written consent of the Developer.

ARTICLE VIII

[Provisions Relating to Common Property]

Section 8.01. Common Property. The Developer intends to convey by statutory warranty deed to the Association as Common Property the following, subject to all restrictions, reservations and encumbrances and limitations of record and to all additional restrictions and covenants as set forth in the deed of conveyance:

- A. Those certain Common Property areas as shown on the plat as such, and
- B. Any other property located within or without the Subdivision that the Developer elects in its sole discretion to become Common Property.

Section 8.02. Erosion Control. The Developer shall have the right, but not the obligation, to protect from erosion any property in the Subdivision including the Common Property by planting trees, plants and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Developer. The right is likewise reserved to the Developer to take steps necessary to provide and ensure adequate drainage ways, to remove diseased, dead or dangerous trees or underbrush, and to carry out other similar activities.

Section 8.03. Reservation of Easements. The Developer reserves unto itself and its licensees, contractors and agents a perpetual, alienable and releasable easement to go on, over and under the Common Properties to erect, maintain and use electrical, community antenna television, telephone poles, wires, cables, conduit, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of

electricity, telephone and television equipment, gas, sewer, water, drainage, or other public conveniences or utilities in the Common Properties. These reservations and rights expressly include the right to cut trees, bushes or shrubbery as is reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee or assignee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

Section 8.04. Public Rights Limited. The granting of the easement in Common Properties in this part in no way grants to the public or to the owners of any land outside of the Subdivision the right to enter such Common Properties or use the roadways or designated access routes located on the Common Properties without the express permission of the Developer or the Association after the Common Properties are conveyed to the Association by the Developer.

Section 8.05. Reservations. The Developer expressly reserves to itself and its licensees and agents every reasonable use and enjoyment of said Common Properties, in a manner not inconsistent with the provisions of this Declaration, including but not limited to the use of the roadways and designated access routes located in the Common Properties.

Section 8.06. Developer Actions. Where the Developer is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any property, entering the any property and taking such action shall not be deemed a trespass or breach of these Covenants.

Section 8.07. No Obligation on Developer. It is expressly understood and agreed that the granting of the easements set out in this Article in no way places a burden of affirmative action on the Developer.

Section 8.08. Wilderness Areas. Those areas designated on the Subdivision plat as "Wilderness Areas" shall be owned by the Developer and may be conveyed to the Association in the Developer's sole discretion.

ARTICLE IX [Membership in the Association]

Section 9.01. Formation of Association. The Developer has formed or will cause to be formed The Property Owners Association of Shadow Ridge Subdivision.

Section 9.02. Membership. Every owner, including the Developer, shall automatically, and by virtue of such status as an owner, be a member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any lot. Transfer of record of the ownership of any lot shall automatically transfer membership in the Association.

Section 9.03. Voting Rights and Governance of the Association. Voting rights of members are as follows:

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- A. Class "A" members, consisting of all members other than the Developer, shall be entitled to cast one (1) vote for each improved or unimproved lot owned in all matters in which membership voting is authorized in the Declaration, the Articles of Incorporation, the Bylaws or any other rules and regulations binding upon the Association, except as specifically provided herein.
 - B. Class "B" member, being the Developer, shall be entitled to cast five (5) votes for each improved or unimproved lot owned by the Developer in all matters in which membership voting is authorized in the Declaration, the Articles of Incorporation, the Bylaws or any other rules and regulations binding upon the Association. So long as there is a Class B member of the Association, the Class B member shall be entitled to elect a majority of the members of the Board of Directors of the Association.
 - C. Notwithstanding any provision herein to the contrary, no amendment to the Declaration or to the Articles of Incorporation of the Association shall be effective without the written consent of the Class B member, so long as there is a Class B member of the Association, that is, until the Developer has sold or otherwise conveyed all of the lots it owns.
 - D. Notwithstanding the preceding paragraphs, if any assessment required to be paid by a member is past due as of the time a vote is being taken, such member shall not be entitled to cast any vote at such time with respect to the lot on which the assessment is past due.
 - E. A member entitled to more than one (1) vote must vote all of the member's votes for or against a matter submitted to the members for a vote, or such member may abstain from voting entirely, i.e., a member entitled to more than one (1) vote may not split or fragment such member's votes, but must vote (or abstain from voting) as a single unit.
 - F. When any lot, entitling the owner thereof to membership in the Association, is owned by corporations, trusts or partnerships, or where two (2) or more persons or entities are owners, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, one (1) officer, trustee, person or entity shall be designated the voting member for all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Association prior to the exercise of a vote by such owner.

ARTICLE X

[Members' Rights in the Common Properties]

Section 10.01. Members' Easements of Enjoyment in Common Properties. Subject to the provisions of this Declaration, the rules and regulations of the Association and any fees or charges established by the Association, every member and every guest or lessee of such member shall have an easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot. A member's or lessee's spouse and children who reside with such member or lessee on the property shall have the same easement of enjoyment hereunder as a member. The easement of enjoyment herein shall pass from a member to a lessee during the lease term; provided, however, that the Association may adopt

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additional restrictions to its rules and regulations limiting the easement of enjoyment of guests and lessees, including but not limited to the specification of minimum lease terms, the number of guests allowed or the prohibition or use by lessees or guests of specific Association properties.

Section 10.02. Title to Common Properties. The Developer has or will convey the Common Properties by statutory warranty deed to the Association in accord with Section 8.01 herein. The Association shall be required to accept such conveyance of the Common Properties and shall, after such conveyance, immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors, subject to this Declaration. The Common Properties shall also be conveyed subject to all easements and restrictive covenants of record at the time of conveyance and the rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

Section 10.03. Extent of Members' Easements. The easements of enjoyment created hereby shall be subject to the following:

- A. The right of the Association, in accordance with its bylaws, to place mortgages or other encumbrances on the Common Properties as security for borrowings by the Association;
- B. The right of the Association, in accordance with its bylaws, to take such steps as are reasonably necessary to protect Common Properties against foreclosure;
- C. The right of the Association, in accordance with its bylaws, to suspend the voting rights and easements of enjoyment of any member, lessee or guest of any member for any period during which the payment of any assessment against the property owned by such member is delinquent, and for any infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay such assessment, and provided that the Association shall not suspend the right to use any roadways belonging to the Association, if any, although such use shall be subject to the rules and regulations established by the Association for such use;
- D. The right of the Association, in accordance with its bylaws, to charge reasonable user, admission or other fees for the use of the Common Properties and any facilities included therein, it being understood that this right of the Association allows it to have fees and charges apply to any member, guest or lessee;
- E. The right of the Association, in accordance with its bylaws and subject to these Covenants, to place any reasonable restrictions upon the use of the Common Properties shown on the plat as being within the Subdivision, subject to an owner's or lessee's right of ingress and egress, including, but not limited to, the types and sizes of the vehicles permitted to use the pathways and access routes, the maximum and minimum speeds of vehicles using said routes, and all necessary traffic and parking regulations; and the fact that such restrictions on the use of the access routes shall be more restrictive than the laws of a state or local government shall not make such restrictions unreasonable;

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- F. The right of the Association, in accordance with its bylaws, to adopt and publish rules and regulations governing the use of the Common Properties, and the conduct of Members, their lessees or guests, and to establish penalties for the infraction of such rules and regulations;
 - G. The right of the Developer or the Association in accordance with its bylaws to dedicate or transfer to any public or private utility company, utility or drainage easements on, over or under any part of the Common Properties;
 - H. The right of the Association, in accordance with its bylaws, to give or sell all or any part of the Common Properties including a leasehold interest, to any public agency, public authority, public service district, utility company or private concern for such purposes and subject to such conditions as may be agreed to by the members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such gift, sale or determination as to purposes and conditions shall be authorized by the affirmative vote of at least two-thirds (2/3) of the total number of votes which may be voted by all the members regardless of class, present or represented by proxy, at a meeting called for such purposes, with a quorum being present; and notwithstanding the foregoing, such a vote to give or sell as contemplated by this paragraph shall not be effective without the written consent of the Class B member, so long as there is a Class B member with voting rights, as set forth herein;
 - I. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument or dedication or transfer affecting the Common Properties prior to the recording thereof; and such certificate shall be conclusive evidence of authorization by the members of the Association;
 - J. Restrictions and limitations affecting all property of the Subdivision as set forth in these Covenants; and
 - K. The rights that others may have, as referred to in Section 10.01 to use certain Common Properties.

Section 10.04. Easements of Joint Owners. In those instances where a lot or dwelling unit is owned by two (2) or more entities or persons (who do not have the relationship of spouse, parent or minor child, one to the other) or by a trust, corporation, partnership or any other form of legal entity, such owners, trust, corporation or partnership or other entity shall annually appoint by written designation one (1) person as the "primary member." Such primary member shall have the same easement of enjoyment of Common Properties as members who own or occupy such property singularly. The remaining members, fiduciaries, beneficiaries, officers or partners (in a number not to exceed six (6)) shall be entitled an easement of enjoyment subject to the limitations set forth in this Declaration in the Common Properties, by each paying to the Association annually an amount equal to ten percent (10%) of the annual assessment charged against the property owned by such persons, trusts, partnership, corporation or entity. This provision shall not apply to primary family members (husband, wife, son, stepson, daughter or step-daughter), subject to a maximum of two (2) primary families per dwelling unit or lot.

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ARTICLE XI
[Covenants for Assessments]

Section 11.01. Creation of the Lien and Personal Obligations for Assessments. Each owner, except the Developer, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Developer or the Association as provided below the following:

- A. Annual assessments or charges; and
- B. Special assessments or charges for the purposes set forth in this Article.

Both of these assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with interest thereon at a rate per annum equal to ten percent (10%) from the date of delinquency until collected (unless waived by the Board), and the costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the owner of such real property at the time when the assessment first becomes due and payable. In the case of co-ownership of a lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment, interest, penalties and costs of collection. If an assessment is not paid within forty-five (45) days after the due date, such assessment shall then be delinquent and interest shall be added to the amount as provided herein and a penalty in an amount to be determined annually by the Board of Directors of the Association and consistently applied shall be added to such assessment, and further, the Association may bring an action at law against the owner personally, and there shall be added to the amount of such assessment the Association's actual attorneys' fees and disbursements related to such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and such actual attorneys' fees and disbursements together with the costs of the action. Unless otherwise provided by the Board of Directors, annual assessments shall be due and payable on or before the first day of the calendar year for which the assessment is due.

Section 11.02. Purpose of the Assessments and Payment to Developer. Notwithstanding any provision contained herein, until such time that the Developer has in fact conveyed to the Association all of the Common Properties, all assessments of any nature provided for herein shall be due and payable to the Developer and all rights hereby established on behalf of the Association, including all remedies in event of default by an owner, shall accrue to the benefit of the Developer. The assessments levied by the Association or the Developer shall be used exclusively for the improvement, landscaping, replacement, maintenance, repair, enhancement, enlargement and operation of the recreational amenities, roadways, paths, tunnels, boardwalks, bridges, security systems, patrols and gates, insect control, vegetation control, drainage systems and similar purposes which are for the benefit of property owners, including Common Properties, and to provide all services which the Developer or Association is authorized to provide hereunder, including, but not limited to, payment of taxes and insurance, cost of labor and equipment, erosion control devices, materials, management supervision, accounting and property owner information services, repayment of loans and such other action as is necessary to carry out its authorized functions. Such assessments shall not be used to maintain or repair any property not belonging to the Association comprising a portion of the Common Properties.

Section 11.03. Application of "Maximum" Assessment. The annual assessments, as set forth in the schedule hereinbelow, and as annually increased pursuant to the provisions of subparagraph C below,

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shall be levied by the Association or by the Developer pursuant to Section 11.01. If; however, the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by annual assessments less than those set out below, it may levy such lesser assessments. However, so long as the Developer is engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce annual assessments below those set out in subparagraph A below without prior written consent of the Developer. The levy of annual assessments less than the maximum regular annual assessments in one year shall not affect the Board of Director's right to levy the maximum regular annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum regular annual assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the important and essential functions of the Association cannot be funded by such lesser assessments, the Board may, by majority vote, levy supplemental assessments.

- A. The maximum regular annual assessment shall be the sum determined by the Board of Directors of the Association. The regular annual assessment for the year ending December 31, 1998 is Four Hundred and No/100 Dollars (\$400 .00), payable annually. Upon the purchase of any lot in the Subdivision, such assessment shall be prorated as of the time of such purchase based on the calendar year.
- B. All assessments charged by the Association shall be rounded to the nearest dollar.
- C. From and after January 1, 1999, the maximum regular annual assessment for improved lots and for unimproved lots may be increased, adjusted or reduced from year to year by the Board of Directors of the Association as the needs of the property, in the Board of Director's sole judgment, may require.

A Twenty-five and No/100 Dollars (\$25.00) late charge shall be added to any such assessment if the annual payment is more than forty-five (45) days delinquent.

Section 11.04. Special Assessments for Improvements and Additions. In addition to the maximum regular annual assessment authorized by Section 11.03 hereof, the Association may also levy special assessments against the property owners for the following purposes:

- A. Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto;
- B. Additions to the Common Properties;
- C. Facilities and equipment required to offer the services authorized herein; and
- D. Repayment of any loan made by the Association to enable it to perform the duties and functions authorized herein.

The proportion of each special assessment to be paid by the owners of the assessable property shall be equal to their respective proportions of the annual assessments made for the assessment year during which such special assessments are levied.

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Section 11.05. Reserve Funds. The Association may establish reserve funds from its annual assessments to be held in reserve in an interest bearing account or in obligations of the United States, State of Mississippi or any agency of either, or in Triple-A debt, or in prime commercial paper with a maturity of not more than nine (9) months, as a reserve for (i) major rehabilitation or major repairs, (ii) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (iii) recurring periodic maintenance, and (iv) initial costs of any new service to be performed by the Association.

Section 11.06. Date of Commencement of Annual Assessments. Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence effective January 01, 1998. The annual assessment for the remainder of the year 1998 shall be due and payable on the date the lot is purchased.

Section 11.07. Duties of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot, in accordance with the assessment schedule as provided hereinabove, and shall at that time direct the preparation of an index of the properties and assessments applicable thereto which shall be sent promptly to every member subject thereto.

The Association shall upon written demand from any owner at any time furnish to such owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the owner of payment of any assessment therein stated to have been paid.

Section 11.08. Subordination of the Lien of Mortgage or Deed of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments occurring subsequent to the date such mortgage or deed of trust becomes of record and, provided further, that upon a sale or transfer of such property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure, the title acquired by the purchaser of such property shall be subject to the lien of such subsequent assessments.

Section 11.09. Exempt Property. The following property, individuals, partnerships, or corporations subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- A. The Developer and any lot(s) owned by the Developer;
- B. The grantee in conveyances made for the purpose of granting utility and drainage easements;
- C. The Common Properties;
- D. Property which is used in the maintenance and service of facilities within Common Properties, or by nonprofit, governmental or charitable institutions; and
- E. Lots owned by approved builders and contractors, as designated by the Developer in accordance with Section 3.26 of the Declaration, during the calendar year 1998 only.

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Section 11.10. Annual Statements. The President, Treasurer or such other officer of the Association as may have custody of the funds of the Association, within ninety (90) days after the close of each fiscal year of the Association, shall prepare and execute general itemized statements as of the close of such fiscal year showing the actual assets and liabilities of the Association, and a statement of revenues, costs and expenses. The name of any creditor to which an amount of more than Two Hundred Fifty and No/100 Dollars (\$250.00) is owed by the Association shall be set out in such statement. The Association shall furnish to each member of the Association who may make a request therefor in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copies may be furnished to the member either in person or by mail.

Section 11.11. Annual Budget. The Board of Directors of the Association shall cause to be prepared and make available to all members at the office of the Association at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for such fiscal year. The financial books of the Association shall be available for inspection by all members at the office of the Association at all reasonable times.

ARTICLE XII [Functions of Association]

Section 12.01. Ownership and Maintenance of Common Properties. The Association shall be authorized to own and/or operate and maintain Common Properties and equipment, furnishings, and improvements devoted thereto. Land included in Common Properties shall be used in the manner set forth by the Developer and/or the Association.

Section 12.02. Services. The Association shall be authorized, but not required, to provide the following services:

- A. Employment of a manager, an independent contractor or such other employees as are necessary to perform services for the Association;
- B. Cleanup and maintenance of all roadways, road medians and Common Properties within the Property and also all public properties which are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole;
- C. Landscaping and landscape maintenance of roadways, sidewalks, walking and bicycle paths, access routes and any Common Properties;
- D. Lighting of roadways, sidewalks and paths through the Property;
- E. Insect and pest control to the extent that it is necessary and desirable in the judgment of the Board of Directors of the Association;
- F. Legal and scientific resources for the improvement of air and water quality within the Property;

- G. Construction of improvements on Common Properties as may be required to provide the services and equipment as authorized in this Article;
- H. Administrative services including but not limited to legal, accounting and financial services, and communication services informing members of activities, notice of meetings, referenda and other matters incident to the above listed services;
- I. Liability and hazard insurance covering improvements and activities on the Common Properties;
- J. Water, sewage and any necessary utility services not provided by a public body, private utility or the Developer;
- K. Exercise of any rights reserved by the Developer and transferred by the Developer to the Association, including but not limited to all rights and functions of the Developer under the General Covenants; and
- L. Taking of any and all actions necessary in the discretion of the Board of Directors of the Association to enforce this Declaration and all other covenants and restrictions affecting the properties of the Association and to perform any of the functions or services delegated to the Association in this Declaration or other covenants or restrictions or authorized by the Board of Directors.

Section 12.03. Reduction of Services. The Board of Directors of the Association shall periodically define and list a minimum level of services of the sort described in Section 12.02 to be furnished by the Association in any given year.

Section 12.04. Obligations of the Association. The Association shall not be obligated to carry out or offer any of the functions or services specified by the provisions of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association or set forth in the bylaws, taking into consideration the funds available to the Association and the needs of the members of the Association.

Section 12.05. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association to perform its authorized functions. The Developer may make loans to the Association, subject to approval by the Developer of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the maximum regular annual assessments at any time there are outstanding any amounts owing the Developer from loans made by the Developer to the Association.

Section 12.06. Transfer of Authority. This Declaration provides the Developer with various controls and rights, to be exercised (if at all) at the discretion of the Developer. This Declaration further provides that any of the Developer's rights and powers set forth herein may be specifically assigned to the Association. In the event that such powers are assigned of record to the Association, the Association shall

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promptly provide for appropriate procedures to perform its obligations pursuant to the powers transferred to it.

ARTICLE XIII

[Architectural Control by Association]

Section 13.01. Board. Upon assignment of the architectural control function by the Developer to the Association, the Association shall appoint an Architectural Review Board composed of three (3) people, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) member of the Association other than the officers, employees or agents of the Developer shall be a member of the Architectural Review Board. The Board of Directors of the Association may establish the rules of procedure for the Architectural Review Board in connection with the General Covenants.

Section 13.02. Architectural Review and Approval for the Property. Upon assignment by the Developer of architectural control functions to the Association with respect to any lot within the Subdivision, the Architectural Review Board shall function to ensure compliance with the restrictions set forth herein and shall in all respects with regard to such lot succeed to the powers of the Developer with respect to architectural review and approval. The Architectural Review Board shall have the general rights of enforcement as set forth in this Declaration, including without limitation the right to enjoin violations.

Section 13.03. Transfer of Architectural Review and Approval for the Property. The Developer may assign its architectural control functions as provided in this Declaration, including those set forth in Article V, at any time. The Association shall be required to accept such assignment and comply with the provisions contained in this Declaration. Thereafter, all architectural control functions of the Developer as provided in this Declaration shall be performed by the Association.

ARTICLE XIV

[Amendment of Declaration]

Section 14.01. Amendment by Developer. The Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto; provided, however, that this right of unilateral amendment shall expire after all lots included herein or hereafter added by Developer pursuant to Section 2.02 have been sold to owners other than the Developer, or fifteen (15) years from the date of the recording of this Declaration, whichever shall first occur, after which time this Declaration may be amended only in the manner set forth in Section 14.02 below.

Section 14.02. Amendment by Association. After the expiration of the right of the Developer to unilaterally amend this Declaration as provided in Section 14.01 above, amendments to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by an affirmative vote of members of the Association entitled to vote not less than a majority of the votes entitled to be cast by all members, regardless of class, as provided in the Declaration, the Association's Articles of Incorporation and Bylaws, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Declaration being proposed by the said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the

Association or, in the absence of the President, such other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary of the Association to give each member written or printed notice of such special meeting, stating the time and place thereof; and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than fifty (50) days before the date set for such special meeting. Such notice shall be given to any institutional mortgagee of record who requests such notices and provides an address therefor to the Association. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at the member's mailing address as it appears on the records of the Association, the postage thereon being prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such special meeting, the amendment or amendments proposed must be approved by the affirmative vote of members of the Association entitled to vote by not less than two-thirds (2/3) of the total number of votes which may be voted by all of the members, regardless of class, present or represented by proxy at a meeting called for such purposes, with a quorum being present. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the office of the Chancery Clerk of Lamar County Mississippi, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the owners, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. The written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

ARTICLE XV [General Provisions]

Section 15.01. Duration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors in interest and assigns, if any, of the Developer for a period of thirty (30) years from the execution date of the Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years each, unless changed in whole or in part by an instrument approved by the affirmative vote by members, regardless of class, present or represented by proxy at a meeting called for such purposes in accord with Article XIV.

Section 15.02. Enforcement. This Declaration shall be enforceable by the Association, the Developer, the Architectural Review Board, or any member of the Association by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation of or to recover damages, and to enforce any lien created by this Declaration. Failure by the Association or any member or the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter.

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Section 15.03. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and the determination of the Board of Directors shall be final and binding.

Section 15.04. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof; such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 15.05. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association in the manner provided for in the Articles of Incorporation and Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 15.06. Notice. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address of such member appearing on the Association's membership list not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered. Notice to one or more co-owners or cotenants of a lot shall be considered notice to all co-owners or cotenants. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a member following the first day of the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to the member's predecessor in title.

Section 15.07. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer contemplated under this Declaration, the Developer shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent, or required approval, whether given, granted, or withheld.

Section 15.08. Termination of Association. In the event that this Declaration is declared to be void, invalid, illegal or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the members of the Association should vote not to renew and extend this Declaration as provided for herein, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Chancery Court of Lamar County, Mississippi, which Trustee shall own and operate said Common Properties for the use and benefit of owners within the Property as set forth below:

- A. Each owner of any lot shall be subject to an annual assessment which shall be paid by the owner to the Trustee. The amount of such annual assessment and its due date shall be determined by the Trustee, in accordance with the provisions of Article XI.
- B. The Trustee shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties as provided in this

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Declaration. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for the operation, maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessments have been exhausted.

Section 15.09. Other Property Not Subject to Declaration. This Declaration shall not apply to or affect any other property owned by the Developer or located adjacent to or contiguous to the property which is not specifically subjected to this Declaration by the Developer by written instrument recorded in the public records.

Section 15.10. Additional Restrictions. The Developer hereby reserves the right to add additional restrictive covenants in the future which may apply to any portion of the property which has not been conveyed by the Developer to any grantee.

Section 15.11. Successors to Developer. The Developer reserves the right to assign to the Association or to any other entity any of its rights or functions reserved in these Covenants including, but not limited to, its rights to approve (or disapprove) plans and specifications of proposed improvements, its right to amend this Declaration and its rights of enforcement.

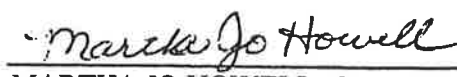
Section 15.12. Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above written.

JMJ PROPERTIES, a Mississippi general partnership



JOSH MORRIS, General Partner



MARTHA JO HOWELL, General Partner

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STATE OF MISSISSIPPI

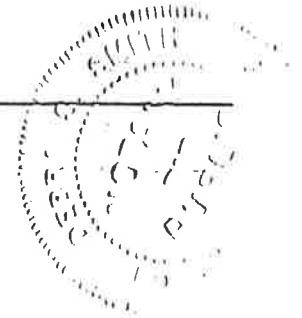
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the above county and state, on this 28th day of June 1998, within my jurisdiction, the within named **JOSH MORRIS and MARTHA JO HOWELL**, who acknowledged that they executed the above and foregoing instrument in their individual capacities and as all the partners of the JMJ PROPERTIES, a Mississippi general partnership.

My commission expires:

[Signature]
Notary Public

[affix seal]



Notary Public State of Mississippi At Large
My Commission Expires: September 8, 2001
Bonded Thru Helden, Brooks & Garland, Inc.

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI - LAMAR COUNTY
WAYNE SMITH, CHANCERY CLERK
Land Deed BOOK 134 PAGE 617
INDEXED ✓ RECORDED ✓ ABSTRACTED ✓
Rose Train D.C.

Shadow Ridge

Golf Community

Design

Guidelines

Shadow Ridge Golf Community

DESIGN GUIDELINES

ADOPTED FEBRUARY .2004

APPROVED: _____

SHADOW RIDGE POA PRESIDENT

SECTION ONE
Introduction

SHADOW RIDGE SUBDIVISION DESIGN GUIDELINES

Shadow Ridge Design Guidelines are intended to *serve* as the reference for design concepts for all improvements, structures and landscapes proposed and/or constructed within Shadow Ridge. In order for the community to reach its full potential, all property owners and their contractors and builders are required to adhere to the provisions and restrictions set forth in the Shadow Ridge Restrictive Covenants and these Guidelines.

The purpose of Shadow Ridge Design Guidelines:

- To create and maintain value of properties and improvements within the neighborhood
- To establish and maintain commonality among neighboring home sites within the neighborhood
- To maintain continuity in design, construction methods and quality of materials applied to improvements within the neighborhood
- To preserve the natural contour of the land as well as the canopy of existing trees within the neighborhood
- To provide for the organized development of the neighborhood
- To establish and maintain environmental safeguards

SECTION TWO

Architectural Review Process

An architectural review board (ARB) has been established to evaluate all proposed structures and landscapes to be constructed within Shadow Ridge. The Architectural Review Board shall review all proposed projects for approval or rejection pursuant to these Guidelines, Shadow Ridge Restrictive Covenants and other applicable rules and regulations.

CONCEPTUAL SKETCH REVIEW

A sketch or rendering illustrating the design concept for the proposed structure(s) and landscape should be submitted to the ARB. This initial review process provides opportunity to evaluate general plans, design concepts and site preparation before significant expense for architectural plans, surveys, etc. is incurred.

APPROVAL PROCESS:

1. SUBMIT NON-REFUNDABLE APPLICATION FEE.
2. REVIEW THE SHADOW RIDGE DESIGN GUIDELINES AND SHADOW RIDGE RESTRICTIVE COVENANTS.
3. SELECT DESIGN CONSULTANTS / GENERAL CONTRACTOR
4. OBTAIN A SURVEY

Unless fully or partially waived by the ARB, Owners are required to employ a registered surveyor to obtain a complete survey showing:

Existing roads, utilities, and other improvements.

Location and width of easements and setback lines, if applicable.

Existing topographic contours at 1'0" interval indicating elevation above sea level.

Location and type of all existing trees larger than 3" in diameter at 4' 0" above grade.
Trees to be removed marked with optic orange tape.

Property lines with bearings and distances and locations of corner markers.

Existing ditches, streams, drainage ways and drainage structures.

North arrow and architectural scale.

Title with name of legal owners, seal and surveyor's number.

5. SITE EVALUATION

To preserve existing trees and landscape elements which are complimentary to the structures proposed?

To accommodate necessary drainage swales or ditches requiring unimpeded flow.

To locate driveways and walks to preserve trees and other natural features.

To locate utility corridor.

6. PRELIMINARY ARCHITECTURAL REVIEW AND APPROVAL:

Schematic drawings of the design will be submitted to the Review Board. This allows the Board to make recommendations without final Working Drawing revisions.

- a. Specify the proposed siding material, roof material, exterior paint or stain (type and color) for all exterior surfaces;
- b. Schematic Drawings.

(1) Site plan showing:

- * North arrow.
- * Property lines with dimensions and bearings.
- * Existing and proposed contours.
- * Location of all trees over 3" in diameter at 4' 0" height from grade. Trees to be removed shall be so noted.
- * Location of dwelling upon lot showing exterior walls, roof lines and deck lines.
- * First floor elevation (FFE) indicated.
- * Construction limits shown.
- * Structure(s) positioned within property lines as proposed.

- * Drives and walks proposed.
- (2) Floor plan at minimum $1/8" = 1'0"$ scale with:
 - * Room use labeled.
- (3) Elevations at $1/8" = 1'0"$ scale:
 - Show all elevations from grade.
 - Show proposed siding material, doors, windows,
 - Show proposed screens, walls, fences, etc. indicating type and location.

Note: At the time of preliminary submission, the corners of all structures should be staked on the lot in the proposed locations. Trees to be removed should be flagged with optic orange surveyor's tape.

7. **FINAL REVIEW AND APPROVAL:**

Submit two (2) copies of construction Documents and Specifications for final review. These drawings should verify that the Preliminary Design and recommendations by the Board have been followed and conform to the restrictive Covenants.

- a. Site Plan revised as required by preliminary review showing:
 - * Water service.
 - * Sewer service.
 - * Location, dimension, and materials for walks and driveways.
 - * Limits of construction activity (no grading, construction, traffic or storage of materials will be permitted beyond these limits).
 - * Exterior light location and type (no flood, bug lights or spotlights are allowed that create a noise or sight nuisance to adjacent property owners).
 - * Location of HVAC unit and trash receptacles with screening location for each.
 - * Utility meter location(s).

b. Planting Plan:

- * At 1" = 20' scale.
- * Planting beds showing variety, size, location, and quantity of plant materials.
- * Type and limits of sodden areas.
- * Irrigation Plan
- * Plant list with botanical name, quantity, common name, size, and specifications.

c. Foundation Plan:

- * At 1/4" = 1' 0" scale.
- * Footing details.
- * Framing details.

d. Floor Plan(s): At 1/4" = 1' 0" scale.

- * Room use labeled
- * All windows and doors with swings shown.
- * All overhangs of floors or roofs above shown as dashed lines.
- * All fixtures, cabinets, and appliances shown.

e. Elevations:

- * At 1/4" = 1' 0" scale.
- * Revised as required by preliminary review.
- * Show all elevations from grade.
- * Show siding material, doors, windows, plumbing, electrical elements,

Visible on elevation

- * Show screens, walls, fences, decks, gutters etc. indicating type and location.
- * Indicate overall height from grade to highest Ridge of roof.

f Sections:

- * Typical deck and railing details.
- * Typical fence or screening details at appropriate scale.

g. Roof Plan:

h. Additional Plans:

- * Schedules: moldings, doors, windows and lintels.
- * Electrical plans--include exterior lighting.
- * Plumbing plans
- * Mechanical Plans

8. **BUILDING PERMITS**

After approvals have been given by Shadow Ridge ARB, Plans and Specifications shall be submitted to the proper authorities for the final building permit. Before construction may begin, final building permits must be obtained from the proper authorities.

SECTION THREE
Site Planning, Design and Construction

NATURAL LOT RESTRICTIONS

No removal of trees larger than 3" in diameter at 4' 0" above ground level is permitted without prior approval of the Architectural Review Board.

MINIMUM BUILDING SET-BACKS

Set-Back standards govern both horizontal and vertical construction elements requiring foundations or footings. All building set-back limits are measured from and perpendicular to property lines. Variances from set-back limits may be allowed upon review by the ARB on a case-by-case basis. Consideration may be given to positioning of structures depending upon location of existing trees, topography, natural drainage corridors, and other elements which may be impacted by construction.

- 50' front yard set back
- 50' rear yard set back
- 15' side yard set back (estate lots & lots greater than 120' frontage)
- 10' side yard set back
- 50' side yard set back (street side / corner lots)
- Villa lot set backs established on case-by-case basis

MINIMUM SQUARE FOOTAGE REQUIREMENTS FOR SHADOW RIDGE

Total of all heated and cooled areas shall not be less than the following (numbers in parentheses represent minimum requirements for ground floor):

<u># Stories</u>	<u>Villa Lots</u>	<u>Residential Lots</u>	<u>Estate Lots</u>
1	1700	2000	2600
1.5	1800 (1200)	2200 (1320)	2800 (1689)
2	2000 (1100)	2400 (1440)	3000 (1800)
2.5	N/A	3000 (1500)	3600 (1800)

BUILDING HEIGHT RESTRICTIONS

Structure height is governed by restrictive covenants. In no case shall a single-family home exceed two and one-half (2.5) heated and cooled stories in height above first living floor level or 35' above first living floor level at the maximum. Basements shall not count as a story. (See General Covenants for specific information).

Architectural treatment of the space between grade and the first living floor is discussed in Section Four.

OWNER'S ENCLOSED PARKING

A separate detached garage or utility/storage building will be permitted only if approved by the Architectural Review Board.

A garage is required. Minimum of two (2) cars and a maximum of four (4) cars.

Each garage shall have automatic door openers maintained in a useful working condition and shall be kept closed when not in use.

With the exception of corner lots, garage doors may not face the street unless approved by the ARB on a case-by-case basis.

SITE GRADING

Retaining walls may be constructed if necessary. Such retaining walls must reflect architectural compatibility with primary structure, be well-integrated with the site and be approved by the Architectural Review Board.

Runoff during construction must not cause damage to adjacent properties. If it is determined that erosion or surface runoff poses a problem, then erosion control devices such as temporary silt fences will be required throughout the construction process.

Diversion of runoff into existing natural swales is encouraged.

DETAILS OF EXTERIOR FEATURES

FENCING

Fences may be constructed if approved as to size, location, style and material by the Architectural Review Board.

Attached to a structure, the fence is considered an architectural extension of the primary structure and should be constructed at the same time as the primary structure and with related or identical materials.

Fences adjacent, but not attached, to a primary structure should be constructed of similar, though not identical, materials and may be constructed subsequent to the primary structure.

Generally, fences shall not be greater than forty-two (42) inches in height. Fences for pools, patios or courtyards may be up to six (6) feet in height upon approval by ARB and must be incorporated architecturally with the home and be directly adjacent or attached to the home.

Chain link or any other wire fences shall not be permitted. Wood, brick, stucco, wrought iron or similarly approved fence or privacy screen may be constructed upon approval of the Architectural Review Board.

DRIVEWAYS

All driveways and parking areas shall be surfaced with concrete, brick pavers, or similarly approved material. Asphalt is prohibited. Minimum driveway width shall be twelve (12) feet with minimum depth (thickness) of six (6) inches. All driveways shall be constructed of approved material and reinforcements providing minimum load capacity of 3000 psi. Minimum walkway width shall be four (4) feet with minimum depth (thickness) of four (4) inches. All forming material must be properly removed fully back-filled to prevent erosion and to allow for placement of landscape material level with top of drives and walks. Variances as to size and location of drives and walks are subject to approval of Architectural Review Board.

LIGHTING

Outdoor lighting will be reviewed to assure that neighboring properties are protected from the view of bright light sources. Illumination must be only bright enough to provide for the safe traverse of steps and paths. Whenever possible, functionally required lighting should be integrated into such features as steps, handrails, posts and curbs.

Landscape lights should be unobtrusive in appearance or hidden from view. Lighting along driveways and paths must have a mounting height no greater than three feet and use no more than 60 watt incandescent lamps. Exterior light fixtures on homes must be of a baffled design and not create a nuisance for adjoining property owners. No color lens or lamps will be allowed.

DECKS, PATIOS AND PORCHES

Lawns, gardens and terraces should be designed to be an extension of the architecture.

Paving materials used should be consistent with or complement the architecture of the primary structure. Natural materials such as brick, stone, wood, or concrete are recommended.

Decks having exposed space underneath shall be properly screened with the exterior siding

material approved for the home or other material approved by the ARB.

SWIMMING POOLS

The size, shape, and sitting of swimming pools or other water features is subject to approval by the Architectural Review Board.

Pool and equipment enclosures must be architecturally related to the primary structure in placement, materials and detail.

The form and configuration of pool should reflect the architectural character of the residence.

Due to the potential disruption of natural features, the ARB will review all proposed pools on an individual basis. No above ground pools will be allowed.

GAZEBOS, ARBORS & TRELLISES

The form and configuration of such structures shall reflect the architectural character of the home. Such structures must be constructed and finished with materials compatible with the design of the home.

TRASH RECEPTACLES

Trash / Garbage containers shall be kept in a clean and sanitary condition and screened from view except during refuse collection times.

MAILBOXES

Mailboxes and house numbering graphics will be a standard design throughout the community. Design and location will be provided by the Developer.

SECTION FOUR

Architectural Standards for Design and Construction

The following section outlines architectural features and building materials.

It is desired and intended that all the homes of Shadow Ridge complement each other and meet the standards relating to style, scale, materials, craftsmanship and construction methods conducive to the intents and purposes of these guidelines and covenants.

FOUNDATIONS

No exposed foundation walls or crawl spaces are allowed. Foundations and crawl spaces must be screened from view by the approved finish building materials which shall be taken to finish grade level on all sides.

EXTERIOR WALLS

COLOR

Continuity and consistency of exterior color materials is encouraged. Natural / Earth tones are encouraged. Primary colors are discouraged. No color extremes will be permitted.

MATERIALS

The approved finish building materials shall be applied consistently to all sides of the exteriors of primary structures and approved detached buildings.

Recommended materials are brick, stone, stucco or wood or other material approved in writing by the Architectural Review Board.

Synthetic "stucco" applications or EIFS products are prohibited.

No simulated brick, stucco or stone will be permitted.

No exposed concrete walls or block will be permitted.

No aluminum siding, soffit, or other aluminum exterior cladding will be permitted.

No vinyl siding, soffit, or other vinyl exterior cladding will be permitted.

No unstained or unpainted siding or trim will be permitted.

WINDOWS AND DORMERS

Proper scale and proportion are required.

All windows shall be wood, vinyl-clad wood or aluminum-clad wood windows of character and quality approved by ARB.

Reflective glass is prohibited.

SHUTTERS

Shutters, proportioned to fit windows, which provide protection and control of climatic conditions, are allowed. Vinyl products are prohibited.

DOORS

The following doors are acceptable. Other types shall be approved by the Architectural Review Board.

1. Wood doors with divided glass panels.
2. Wood doors with glass and/or wood panels;
3. Raised wood panel door;
4. Wood door with horizontal louvers;
5. Wood framed solid glass door;
6. Embossed panel insulated metal doors are permitted only if installed out of view and sight from street.

ROOF DESIGN

The following roof designs are permitted:

Hip, gable, and hipped gable.

No flat roofs will be permitted unless approved by the Architectural Review Board.

No "A" frame roofs will be permitted.

No geodesic domes will be permitted.

No inconsistent or random arrangement of roof lines will be permitted.

No towers or turrets will be permitted unless approved by the Architectural Review Board.

Roof pitch is to be subject to approval by Architectural Review Board. Extreme roof pitches are not allowed.

MATERIAL

Roofing may be textured, architectural type asphalt composite shingles, cedar shakes, terra cotta tiles, slate or other natural roofing materials. Materials designed to imitate natural materials may be used if approved by the Architectural Review Board.

Corrugated metal roofs are not permitted.

PENETRATIONS

No roof penetrations, for plumbing or heating vents, fans, etc., shall be placed on the front (entry) side of the roof. A minimum roof penetration is encouraged and all protruding elements shall be painted the same color as the roof covering.

CHIMNEYS

No exposed pre-fabricated chimney flue pipes will be permitted. Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone or stucco. If the fireplace is a metal, (self-insulated) type with a metal spark arrestor at the top of the chimney, it must be enclosed by a material approved in advance by the Architectural Review Board.

MECHANICAL EQUIPMENT

Air conditioning units / mechanical equipment must be screened from view.

No window air conditioning units shall be permitted.

INTERIOR DESIGN AND CONSTRUCTION

All building interiors shall reflect the aesthetic quality and permanence displayed in the architectural character of the exterior design. In its review, the Architectural Review Board shall consider the functional layout of the floor space and the quality of the finish materials and accessories.

Drapes, curtains and shutters or any other similar element seen from the exterior shall be compatible in color and style with the exterior of the building.

PLAY STRUCTURES

All basketball backboards and any other fixed and play structures are subject to approval by Architectural Review Board and shall be located at the side or rear of the building. Tree houses or platforms of a like kind or nature shall not be constructed without prior written approval of the Architectural Review Board.

LAWN ACCESSORIES

No bird baths, frog ponds, flag poles, lawn sculpture, artificial plants, birdhouses, rock gardens or similar accessories or lawn furnishings are permitted in any front lawn and ARB approval is required for placement of such items in side or rear lawn spaces.

SECTION FIVE

Landscaping

Landscaping is required. All landscaping is required to be completed according to approved landscape plans within ninety (90) days of completion of construction of primary structure(s).

PLANTING NEW VEGETATION

PRELIMINARY PLANTING PLAN

A preliminary planting plan shall be prepared and submitted prior to initiation of construction Of primary structure.

The preliminary planting plan should indicate the use of various classifications of plants. These include:

1. Deciduous overstory trees.
2. Evergreen overstory trees.
3. Understory trees that normally form a canopy below the larger trees.
4. Evergreen and deciduous shrubs, of various heights.
5. Groundcover, annuals and perennials.
6. Sodded areas. Immediately after the construction of the primary structure(s) on a lot, all sodded areas of such lot shall be fully grassed by the application of solid sod, and not sprigged or partially sodded.
7. Mulched bed areas.

TREE PRESERVATION

The conservation of existing trees is required. Where necessary to raise the grade around an existing tree, soil should be prevented from coming in contact with the bark. If a tree is to survive, its roots, bark and leaves must be largely undamaged. Preserving trees necessitates preserving existing grade. Cutting within the driplines of the trees should be minimized. When it is necessary to lower the grade adjacent to a tree or group of trees, the cut should occur outside of the dripline.

Although the cost of building around trees may initially be more than on open land, the replacement of vegetation on a site can be costly and never looks quite the same. The Architectural Review Board requires that a landscape plan, incorporating existing trees, be submitted prior to initiation of

construction.

The following proposals will be denied:

1. Unwarranted removal of trees.
2. Intensive use of plants with forms or colors not native to the area.
3. Earth fill that threatens existing trees.

SECTION SIX

Final Considerations

CONSTRUCTION GUIDELINES

GENERAL

In the interest of maintaining an appealing image for residents and visitors, the construction process must be regulated.

Contact the Architectural Review Board for authorization prior to commencing work.

All contractors and contractor personnel are asked to abide by all OSHA rules and regulations

All accidents are to be reported to appropriate authorities as soon as possible after the occurrence.

No fires are allowed; no smoking in restricted areas.

Discharge of firearms and weapons is prohibited.

All construction vehicles must comply with applicable state laws regarding inspections, licensing and authorization for operation.

OTHER SERVICES

Electric, water, gas, telephone, CATV and sewer services are available. Applicable tap fees and monthly billings are charged for these services.

COMPLETION DEADLINE

Construction must be completed within twelve (12) months of initiation of construction. Failure to comply with completion deadline as a result of neglect, procrastination or other circumstances controlled by owner or his contractors will result in assessment of fines in the amount of \$2000 per month.

SITE REGULATIONS

For site protection, the following guidelines are required:

1. Construction must begin within 9 months after plan approval. Approved landscaping must be completed within 90 days of occupancy or completion of construction of

- primary structure
2. All reasonable means shall be taken during and after construction to protect and preserve all existing vegetation.
 3. Construction materials shall not be attached or adhered to trees during construction.
 4. Storage, temporary or otherwise, of equipment or materials is not permitted under the dripline (area on ground equal to limits of vegetation above) of trees. Storage should occur within driveway and parking limits of the site. Small construction trailers must be approved by the ARB.
 5. Sediment and erosion control provisions shall be employed during construction.
 6. All planting, fixtures, fencing and landscaping which is damaged during construction or after, by vehicles, fire or other cause on or off the site, including streets, shoulders and common areas, shall be repaired or replaced by the owner. The owner is responsible for the contractor's actions during construction.
 7. Any clearing, grading or building on the site without approval by the Board or any conduct in violation of law or these Covenants and Design Guidelines will result in suspension of work and denial of Shadow Ridge access to the contractor.
 8. During construction all trash, debris and waste shall be contained daily and kept neat. Burning of debris is not permitted. The Architectural Review Board reserves the right to clean the site as needed due to noncompliance, with the owner being assessed the cost of such work.

CONSTRUCTION REGULATIONS

Signs may be displayed for a period of twelve (12) months or until completion of construction, whichever shall first occur.

Reviews while construction is in progress will be conducted by the Architectural Review Board to ensure conformance with the approved drawings. Any drawings made during construction must receive approval by the Board prior to change. Major changes may require resubmission for final approval. Final inspection will be made after the contractor has completed construction, including all site work and landscaping, cleaned the site of debris, removed contractor signs and any temporary utilities, and notified the Board in advance of finish date.

Shadow Ridge and its agents assume no responsibility for reviewing construction in progress for compliance with any codes or with approved plans. The owner assumes full liability for failures of construction to comply with approved documents.

Contractors are responsible for the actions of their employees while in the Shadow Ridge Community. Harassment of residents and visitors is strictly forbidden.

Construction access will be allowed only between 6:00 am and 7:00 pm Monday through Friday and 8:00 am and 5:00 pm on week-ends.

The contractor must provide toilet facilities for the workers on the job site in a discreet location. Contractors must be properly licensed in the State of Mississippi and City of Hattiesburg and permits must be posted and protected from the weather. Tool and equipment sheds must be approved.

The construction site shall be kept as neat as possible and be cleaned up at the end of each day to prevent accumulation of debris.

Radios and similar devices will not be allowed on the job site or anything which creates possible noise nuisance for adjacent homeowners. The use of intoxicants and drugs is strictly prohibited. Anyone found in violation of same may be ejected from the premises.

Any contractor found to be in obvious nonconformance of these regulations may be denied access and work may be suspended.

The Developer specifically reserves the right to periodically issue such rules and regulations as it deems appropriate.

Note: All contractors shall comply with all applicable rules and regulations.

ARCHITECTURAL REVIEW BOARD

The Architectural Review Board is the point of contact for the property owner who plans to build. It has been established to provide standard review and promotion of quality design in keeping with the special qualities and conditions of Shadow Ridge.

All property owners are bound by the General Covenants. These provide for the preservation of the natural beauty of the property and its setting, maintenance of a pleasant and desirable environment, and establishment and preservation of a harmonious design for the community.

The Covenants provide that no building, fence, swimming pool, garage, paving materials of any nature or addition shall be erected, placed, or altered until the proposed plans, specifications, exterior color and finish, lot plan, building height, landscape plan and construction schedule shall have been approved in writing by the Architectural Review Board.

APPLICATION FORMAT

Each submission must be accompanied by the required information outlined in the "Approval Process" in order to be scheduled for review. The property owner and architect are encouraged to maintain communication with the ARB regarding plans submitted for approval.

APPLICATION FEE

A non-refundable fee of \$200.00 shall be submitted to the ARB with the submission of plans for review by the ARB.

EFFECT OF APPROVAL

Approval from the Architectural Review Board shall be dated and in writing. It shall be effective for commencement of construction for nine (9) months after the approval. If construction is not commenced within nine (9) months of approval, a new submission for final approval is required. In the event that approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Architectural Review Board, said request shall be deemed approved without further action of the Board.

REASONS FOR DISAPPROVAL

Plans submitted for review, or any portion thereof, may be disapproved upon any grounds which are consistent with the objectives of the General Covenants and/or the Design Guidelines, including purely aesthetic considerations so long as such grounds are not arbitrary or capricious.

FUTURE IMPROVEMENT REVIEW

No modification of any existing building or landscape improvements may be undertaken without prior review and written approval of the Architectural Review Board. A request for review of the proposed improvements or modifications must contain:

1. Site plan of proposed location of improvements drawn to scale.
2. Letter of intent including description and purpose of improvements.
3. Material and color samples.

DAMAGE CONSTRUCTION

If a building, either under construction or completed, is damaged so that major reconstruction is required, intention for rebuilding should be communicated within 90 days to the Architectural Review Board.

BUILDING INSPECTION DEPARTMENT

This department issues permits for all structures including single family homes. Additionally, this department assigns the minimum building floor elevation, based on the flood insurance rate maps for each individual house. This department must also do periodic inspections during construction to see that the minimum building code standards are being met. Upon completion of construction and a prerequisite to occupancy, a final inspection is made and Certificate of Occupancy is required from this department.

RESTRICTIVE COVENANTS

These are recorded covenants and restrictions which apply specifically to the development of Shadow Ridge and which are designed to protect every property owner. They have been drafted to ensure the highest quality of life by establishing specified development standards for which each lot owner is legally responsible.

PROPERTY OWNERS ASSOCIATIONS

Each property owner is a member of Shadow Ridge Property Owners' Association and is subject to all rules, regulations and assessments of the Association.

ALL APPROVALS FROM THE ARCHITECTURAL REVIEW BOARD SHALL BE IN WRITING.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 5th, 2024**

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. Carlos Wilson
7. Charles Dawe
8. Michael Dickerson (Virtual)

Members Absent:

1. Lee Anne Venable
2. Michale Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, Esq.
4. Jim Gladden, Esq.
5. Kevin Bates, Building Official
6. Wiley Quinn, Director of Urban Development
7. Meridian McDaniel, Planner I

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:03 p.m.

AGENDA REVIEW

Commissioner Pickett made a motion to accept the agenda, seconded by Commissioner Wilson.

Motion:

Made by Commissioner Pickett to approve the agenda

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			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Conville made a motion to approve the May 1st minutes, and Commissioner Lockett seconded this motion.

Motion:

Made by Commissioner Conville 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			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for May 2024.

PLANNING REPORT

The Planning Division opted to skip this presentation for time purposes with the lengthy agenda.

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:

Mississippi Tank Company, applicant, Bobby Threath, applicant, and Chris Bowen, representative, request approval for rezoning from R-3 (Multi-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:

Staff introduced the case. Chris Bowen presented on the case and answered questions from the commissioners. After some discussion, the commission reopened the public hearing portion to speak to Mr. Bowen again.

Presented by:

1. Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Dawe

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	X		
Michael Pruitt			ABSENT

Item B:

Richard Hiatt, owner, request approval for a preliminary plat for a major subdivision for a property located on North 30th Avenue, and North 31st Avenue. The proposed subdivision is for single-family residential structures (PPIN 47255, 47277 Ward 1, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Richard Hiatt appeared to speak on behalf of his case and answered questions from commissioners.

Presented by:

1. Richard Hiatt

Proponents:

1. None

Opponents:

1. Helen Lambert

Motion:

Made by Commissioner Dawe

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	X		
Michael Pruitt			ABSENT

Item C:

Zoning Change Request - Clifford Lockhart, representative, and Matthew H. Bailey, owner, and Jackie. D. Baily, owner, request approval for rezoning from R-1C (Single-family residential) to R-3 (Multi-family residential) for properties located at 102 South Street. (PPIN 19729, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Clifford Lockhart spoke on behalf of the case and answered questions from the Commissioners. After discussions, the commission reopened the public portion to speak with Mr. Lockhart again.

Presented by:

1. Clifford Lockhart

Proponents:

1. Stella Payton

Opponents:

1. Letter Exhibit

Motion:

Made by Commissioner Conville to deny

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			Abstain
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			Absent

Item D:

Request to modify a platted subdivision - Tripperlee, LLC. owner, request approval to alter the platted subdivision known as "Sutherland and Reeves Survey" to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures (PPIN 24175, Ward 4, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Tripp spoke on behalf of his case answering questions from the commissioners.

Presented by:

1. Steven Tripp

Proponents:

1. None

Opponents:

1. Laurne McClain

Motion:

Made by Commissioner Ray to deny

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	X		
Michael Pruitt			Absent

Item E:

Zoning Change Request - Jacob Shemper, owner, requests approval for rezoning from A-2 (Agricultural Residential) to R-1A (Single-family residential) for a property located at 111 Pinehills Drive. (PPIN 17198, Ward 3, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Shemper came up and spoke on behalf of the development. The applicant decided not to refute the opposition of the neighborhood.

Presented by:

1. Jacob Shemper

Proponents:

1. None

Opponents:

1. Joe Wiley
2. Carolyn Moore
3. Kathryn Floyd
4. Alice McCann
5. Betty Ross
6. Willaim Kennedy
7. Renee Megenee
8. Joy Lubritz
9. Adam Rowls
10. Stella Payton
11. Margret Murkwaldar
12. John Jackson
13. Dorian Shoemake
14. Cifford Lockhart
15. Debra Helmintorter
16. Susie Hebert
17. Steve Zary
18. Jocelyn Wiley

Motion:

Made by Commissioner Ray to deny

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			Absent
Michael Dickerson (Online)		X	
Charles Dawe	X		
Michael Pruitt			Absent

Item F:

Major Subdivision Request - Jacob Shemper, owner, requests approval for a preliminary plat for a major subdivision located at 111 Pinehills Drive. The subdivision request is also to alter the platted subdivision known as “Hattiesburg Homestead Survey” to subdivide the property into 5 single-family residential lots. (PPIN 17198, Ward 3, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case in combination with Agenda Item E. Both items were discussed together though the votes were taken individually. This item was not considered when the proceeding item was denied.

Presented by:

1. Jacob Shemper

Proponents:

1. None

Opponents:

1. Joe Wiley
2. Carolyn Moore
3. Kathryn Floyd
4. Alice McCann
5. Betty Ross
6. Willaim Kennedy
7. Renee Megene
8. Joy Lubritz
9. Adam Rowl
10. Stella Payton
11. Margret Murkwald
12. John Jackson
13. Dorian Shoemake
14. Clifford Lockhart
15. Debra Helmentort
16. Susie Hebert
17. Steve Zary
18. Jocilyn Wiley

Motion:

No motion made as the Zoning Change was denied.

Second:**Vote:**

Board Member	Yea	Nay	Other
Elayne Lockett			

Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			Absent
Carlos Wilson			Absent
Michael Dickerson (Online)			
Charles Dawe			
Michael Pruitt			Absent

Item G:

Zoning Change Request - Hattiesburg Public School District, owner, and Hunter Andrews, engineer, request approval for rezoning of multiple properties from R-1C (Single-family residential) to B-2 for vacant properties that are bound by South Street to the east, and Stadium Drive to the West. (PPIN 26633, 26636, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Hunter Andrews Spoke on behalf of the case.

Presented by:

1. Hunter Andrews

Proponents:

1. Clifford Lockhart
2. Margret Murkwalter

Opponents:

1. None

Motion:

Made by Commissioner Dawe 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			Absent
Carlos Wilson			Absent
Michael Dickerson (Online)	X		

Charles Dawe	X		
Michael Pruitt			Absent

A motion was made by Chair Hinton seconded by Commissioner Ray and voted in favor by all present to recess the meeting to Wednesday, June 12, 2024.

Wednesday, June 12, 2024, the members present declared the Hattiesburg Planning Commission meeting open and in session at 1:30 p.m.

Item H:

Request to modify a platted subdivision - Stephen Ward, owner, requests approval to alter the platted subdivision known as “Hawkins and Thompson Subdivision” to subdivide the properties located at 145 W 5th Street and 116 Columbia Street to create two separate single-family residential lots (PPIN 17253 and 17254, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Steven Ward spoke on behalf of the property.

Presented by:

1. Steven Ward

Proponents:

1. Ophellia Jenkins

Opponents:

1. None

Motion:

Made by Commissioner Hinton to approve

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		

Michael Pruitt	X		
----------------	---	--	--

Item I:

Major Subdivision Request – Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative, request approval for a preliminary plat for a major subdivision for a property located on Shadow Ridge Drive. The proposed subdivision will be Phase III of the Shadow Ridge Subdivision (Lamar County, Ward 3, PPIN 24500).

Discussion and Vote:

The Planning Staff introduced the case. Mr. John Anglin spoke on behalf of the development.

Presented by:

1. John Anglin

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Dawe to approve with the condition that the land-locked common area in the rear of lots 30-41 be corrected through the dissolution of the common area into the surrounding lots, to create access to the road, to be combined with the golf course, or some combination of these recommendations.

Second:

Made by Commissioner Hinton

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Item K:

Land Development Code Text Amendment Request - The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 12. More specifically, the changes are concerning subdivision regulations and bond requirements for new subdivisions. 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. Discussions around the types of bonds and the penalties came to the forefront. The item was tabled and a committee was formed to provide a recommendation to the Planning Commission. The committee consisted of Commissioners:

1. Dawe
2. Dickerson
3. Ray

Presented by:

1. Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Pickett to table the case and form a committee to review for further recommendations.

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Item L:

Land Development Code Text Amendment Request – (Tabled from May 2024): 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. Discussions occurred around flood zones, citywide impacts, and the Community Ratings System (CRS) program.

Presented by:

1. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

1. Lisa Collins

Motion:

Made by Commissioner Pickett to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

No other business came before the board.

Adjournment:

The meeting was adjourned at 3:00 p.m.

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Amy Hinton, Vice Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director, Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, July 2, 2024

Re: Approve a block length variance as requested by John Anglin, engineer, and Craig Flanagan, representative, to allow the maximum allowed distance for a local street block length of 800 feet to instead allow for a block length of 1,600 feet. The Board of Adjustment recommended approval.
File Number: 2024-203
Minute Book #

Summary

Block length Variance - John Anglin, engineer, and Craig Flanagan, representative, request a variance from the maximum allowed distance for a local street block length of 800 feet to instead allow for a block length of 1600 feet, for a proposed expansion of the Shadow Ridge Subdivision on a property located on Shadow Ridge Drive (Lamar County, Ward 3, PPIN 24500).

Recommendation Statement

The board of adjustment recommended approval.

Please place this on the July 2, 2024 City Council meeting for consideration.

June 2024 BOA Item: E
Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative
Block length Variance



**Planning Commission
Case Fact Sheet**

Names of Petitioners:

Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative

Address of Property:

Shadow Ridge Drive

County:

Lamar

PPIN:

24500

Ward:

3

Request:

Block length Variance

Purpose of Request:

John Anglin, engineer, and Craig Flanagan, representative, request a variance from the maximum allowed distance for a local street block length of 800 feet to instead allow for a block length of 1600 feet, for a proposed expansion of the Shadow Ridge Subdivision on a property located on Shadow Ridge Drive (Lamar County, Ward 3, PPIN 24500).

Applicant Summary:

* See Attached *

History / Background:

The petitioner met with staff in Pre-Application to discuss the expansion of the existing subdivision known as "Shadow Ridge" for Phase 3, which includes 51 lots for development, 6 common areas, and 2 detention areas, for a total of 60 parcels. Phase III is 22.7 Acres and is an expansion of the existing Shadow Ridge Subdivision, where Phases I/II have already been platted and filed. New infrastructure will be required for roads, water, sewer, and sidewalks.

The proposed layout for the subdivision will require a variance for the maximum block length of 800' to instead allow for 1600'. Block length requirements encourage improved connectivity with intersections. It also creates more intersections that can help with traffic management.

Phase I was approved in June 1998, prior to annexation into the City of Hattiesburg. Phase II was approved in April of 2017, prior to the adoption of our current Land Development Code (September 2017) and would not have been held to the same standards as of today. The current area being platted was part of the original plan to develop and connect to the existing street network.

Applicable Regulations:

June 2024 BOA Item: E
 Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative
Block length Variance

SECTION 4 Zoning Districts Established

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

SECTION 8 INFRASTRUCTURE

Land Development Code

SECTION 8 - INFRASTRUCTURE



Right-of-Way (feet)	50	As the lowest-order street, the access street usually carries no <u>through traffic</u>. With properly designed access streets without through traffic, travel distances from residences to collector streets are short, traffic speeds are low, lane capacity and design speed are not controlling design factors, and minor delays are inconsequential considerations. Drivers and residents expect and accept both brief delays and the need to decrease speed. ADT = 0 - 250
Number of Travel Lanes	2 lanes	
Parking Lane Width (feet)	0'	
Pavement Width (feet)	24 – 32	
Corner Radius	20'	
Centerline Radius	90'	
Block Length (feet)	800'	
Sidewalk width (minimum)	5'	
Planting Strip Required?	Yes	
Bike Lanes Required?	In conformance with Complete Streets Ordinance	
Street Trees Required?	Yes	

Present Zoning: The undeveloped parcels are currently zoned R-1A Single-Family Residential

June 2024 BOA Item: E
Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative
Block length Variance

Present Use: Vacant / Undeveloped

Future Land Use: Neighborhood Conservation District 2

Surrounding Zoning and Land Use:
North: R-1A Single Family Residential
South: R-1A Single Family Residential
East: R-1A Single Family Residential
West: R-1A Single Family Residential

**Letters or
Concerns stated:**

The Planning Division Office has not received any letters or other written communications relative to this case as of May 29th, 2024.

Option:

Basis for Approval (12.4.1.1)

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:

I. Hardship.

- The hardship is unique to the property and is not or will not be caused by the actions or inactions of the applicant.
- There are exceptional conditions creating an undue hardship applicable only to the property involved or the intended use which do not apply generally to the other land areas or uses within the same zoning district.

II. Special Privilege. A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

III. Literal Interpretation. The literal interpretation of the provisions of the regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district and would cause unnecessary and undue hardship on the applicant.

IV. Reasonable Use. The applicant cannot make reasonable use of the property without the requested variance.

V. Minimum Required. The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure.

June 2024 BOA Item: E

Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative

Block length Variance

VI. Conformance with the Purposes of this Code. The granting of a variance will not conflict with the purposes and intent expressed or implied in the Land Development Code.

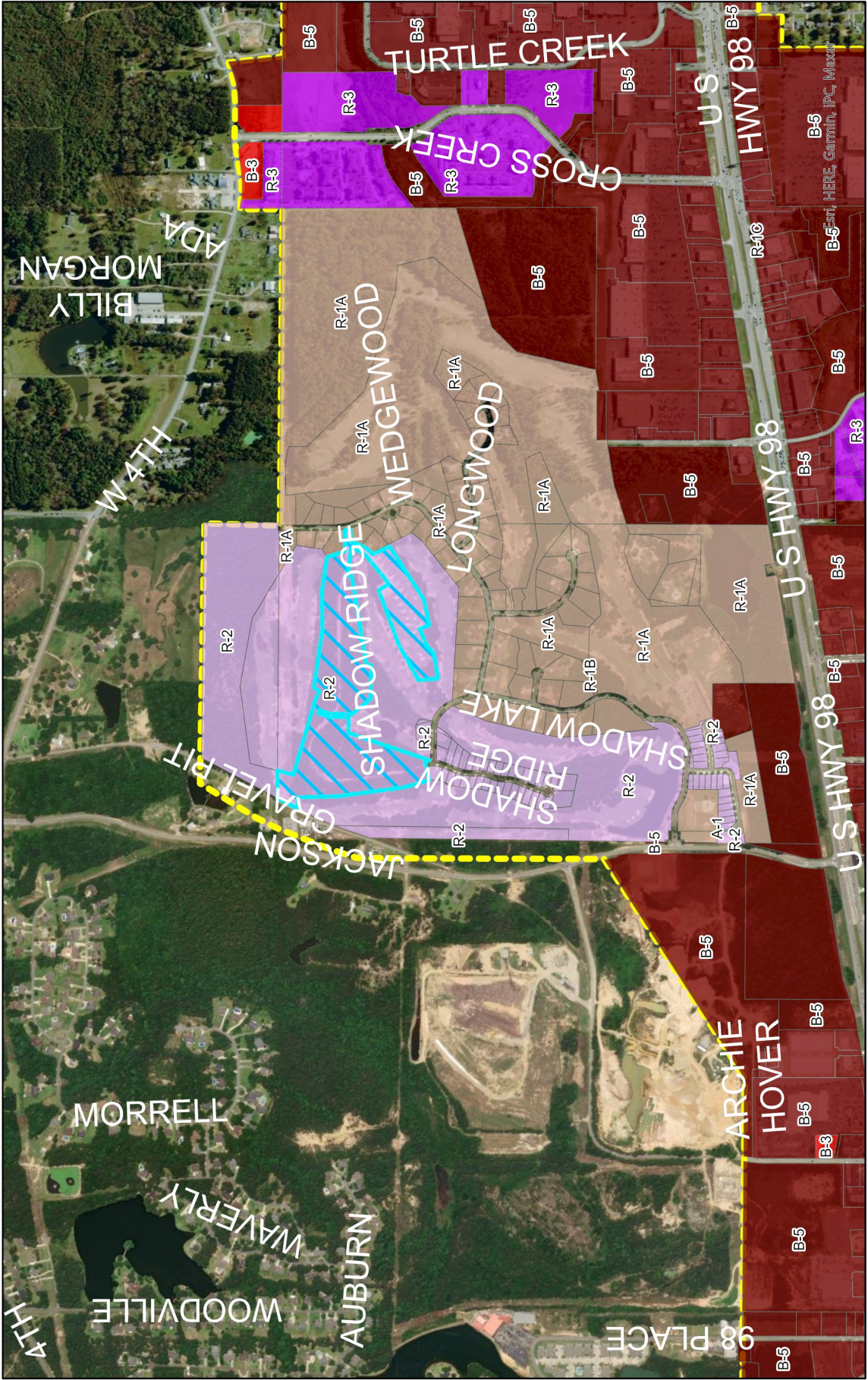
SUBJECT PARCEL

Shadow Ridge Phase III

Josh Morris, owner, John Anglin, engineer, and Craig Flanagan,
representative

John Anglin, engineer, and Craig Flanagan, representative, request a variance from the maximum allowed distance for a local street block length of 800 feet to instead allow for a block length of 1600 feet, for a proposed expansion of the Shadow Ridge Subdivision on a property located on Shadow Ridge Drive (Lamar County, Ward 3, PPIN 24500).





Zoning Map - Legend

- A-1
- R-1A
- R-1B
- R-1C
- R-2
- R-3
- B-3
- B-5

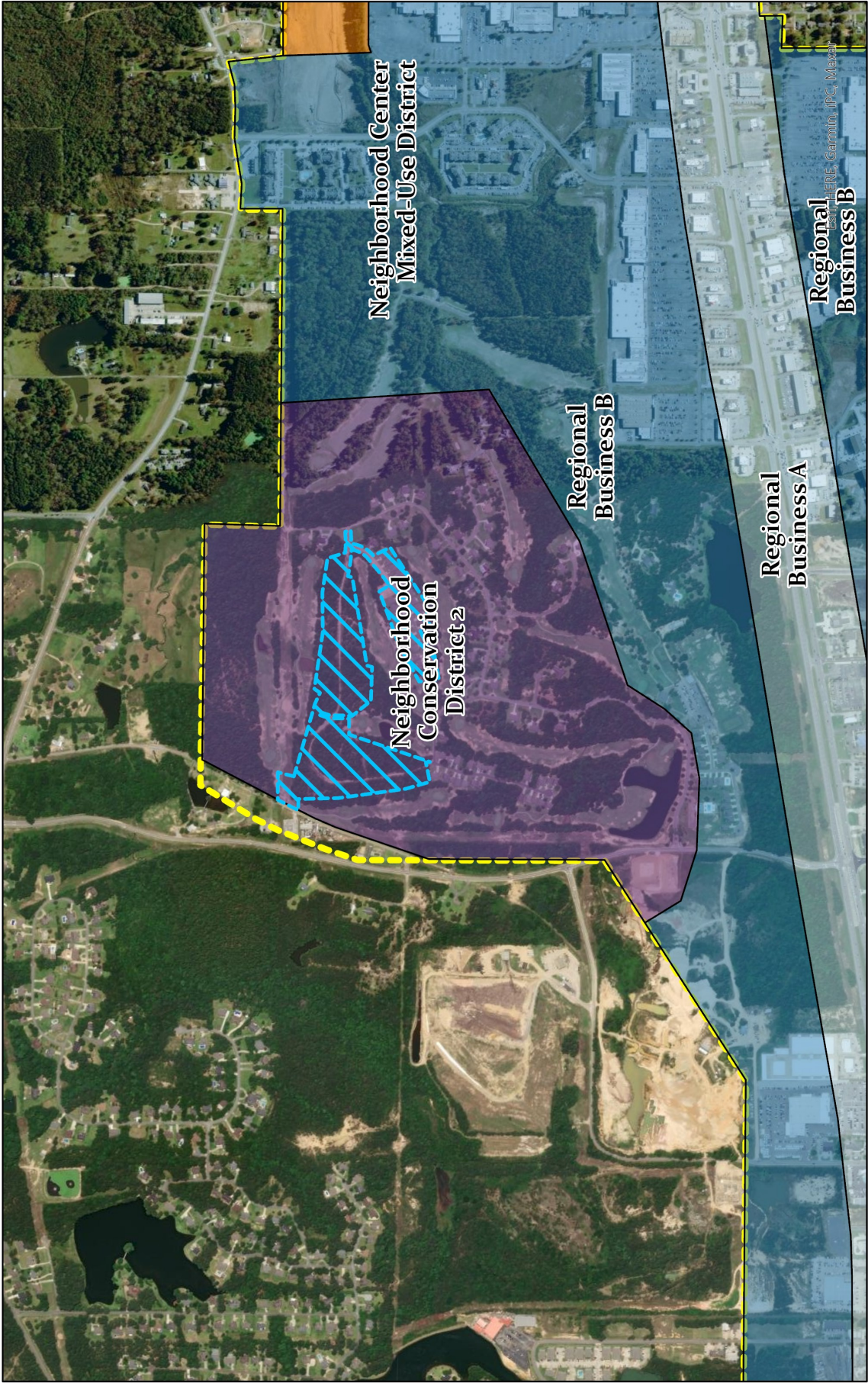
- I-1
- Subject Property

Preliminary Approval for a
Major Subdivision
Shadow ridge, Phase III
PPIN: 24500
Ward 3, Lamar County



**URBAN
DEVELOPMENT**
PLANNING DIVISION
Center: 89°23'42"W 31°19'42"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice.
Map Exported on: 5/17/2024 3:50 PM



Future Land Use Map - Legend

- Neighborhood Center Mixed-Use District
- Neighborhood Conservation District 2
- Regional Business A
- Regional Business B
- Subject Property

Preliminary Approval for a
Major Subdivision
Shadow ridge, Phase III
PPIN: 24500
Ward 3, Lamar County



URBAN DEVELOPMENT
PLANNING DIVISION

Center: 89°23'42"W 31°19'42"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice. Map Exported on: 5/17/2024 3:50 PM



Flood Risk Map

- █ FLOODWAY AREA IN ZONE AE
- █ ZONE A (100 yr flood - no elevation)
- █ ZONE AE (100 yr flood w / elevation)
- █ ZONE SX (500 yr flood)
- █ City Boundaries
- █ Subject Property

Preliminary Approval for a
Major Subdivision
Shadow ridge, Phase III
PPIN: 24500
Ward 3, Lamar County

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice. Map Exported on: 5/17/2024 3:47 PM

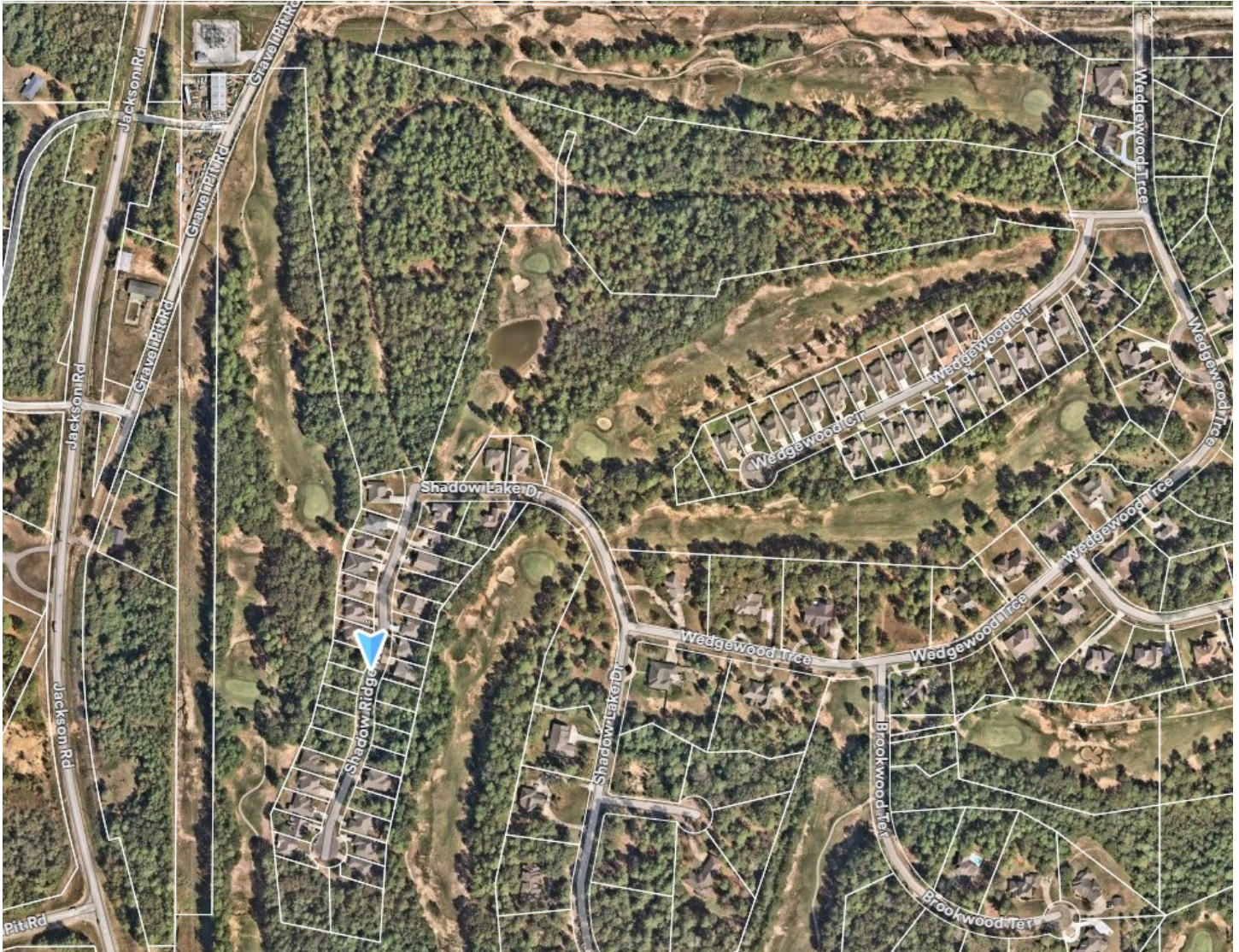


**URBAN
DEVELOPMENT
PLANNING DIVISION**

Center: 89°23'33"W 31°19'50"N



Site Aerial

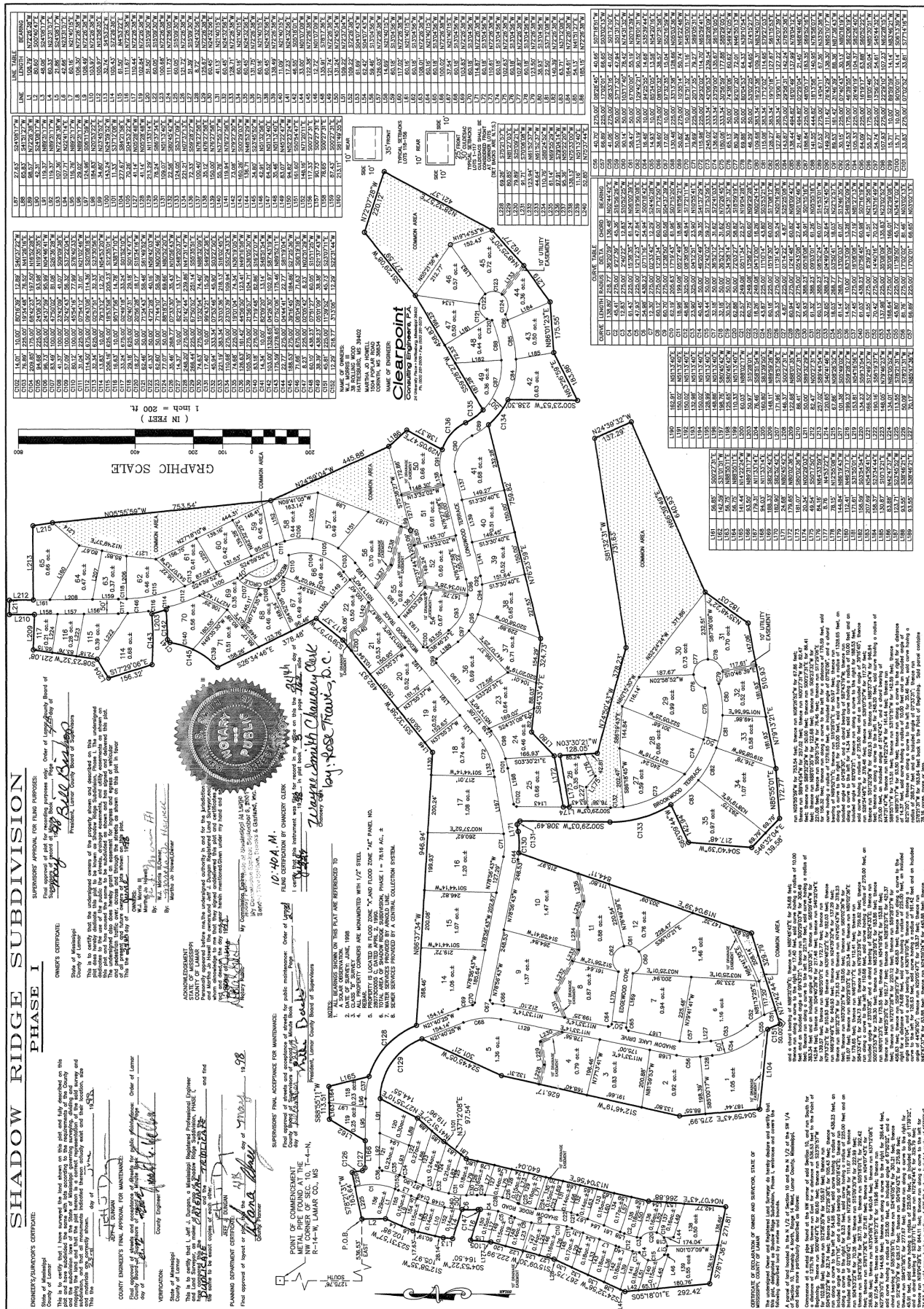


Photos of Subdivision



[illegible]

Phase 1—Approved in 1998





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: Josh Morris

Project Name: Shadow Ridge Phase 3

Proposed Use(s): Subdivision - New phase of residential lots

Project Street Address: Shadow Ridge Dr, Hattiesburg, MS 39402

PPIN Number(s) (if unknown, can be found on tax receipt): 24500

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: 800 ft block length

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- | | |
|---|---|
| ☐ Automotive Filling Station | ☐ Telecommunications |
| ☐ Digital Billboard, New | ☐ Digital Billboard, Replacement |
| ☐ Restaurant | ☐ Solar Farm |
| ☐ Other: _____ | |

For Re-Zoning Only, see p. 11:

Existing Zoning: _____

Proposed Zoning: _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____

Parcel Number(s): _____ Historic District(s): _____

Flood Zone(s): _____ Zoning District(s): _____

Project No.: _____

Code Sections:

LDC Section No. _____

Section No. _____

Section No. _____

Section No. _____

Section No. _____

RECIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: <u>John Anglin - Clearpoint Engineers</u>
☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☒ Engineer
☐ Other (please specify): _____
Phone: <u>601-261-2609</u> Fax: _____ Email: <u>johna@clearpointengineers.com</u>
Mailing Address: <u>6652 Hwy 98 West, Hattiesburg, MS 39402</u>

Secondary:

Name: <u>Craig Flanagan - Flanagan Construction</u>
☐ Applicant ☐ Property Owner ☒ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer
☐ Other (please specify): _____
Phone: <u>601-264-3682</u> Fax: _____ Email: <u>craig@flanaganconstruction.com</u>
Mailing Address: <u>36 Power Lane, Hattiesburg, MS 39402</u>

Other(s):

Name: <u>N/A</u>
☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer
☐ Other (please specify): _____
Phone: _____ Fax: _____ Email: _____
Mailing Address: _____

Name: <u>N/A</u>
☐ 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
Shadow Ridge Drive Northumbria Ms.
Street Address City State
on this the 24th day of April, 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.

Craig Flanagan, John Anglin
on this the 24th day of April, 2024.

Josh Morris
Property Owner (print)

[Signature]
Property Owner (signature)

STATE OF Ms
COUNTY OF Lamar

Personally came and appeared before me, the within named Josh Morris, 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 24th day of April, 2024.

Marsha Lynn Lott
NOTARY PUBLIC

My Commission Expires ID # 112918



Last updated 7/31/2023

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
Shadow Ridge Drive, Hattiesburg, Ms.
Street Address City State
on this the 24th day of April, 2024.

Josh Morris
Applicant (print)

[Signature]
Applicant (signature)

STATE OF Lamar Ms.
COUNTY OF Lamar

Personally came and appeared before me, the within named

Josh Morris
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 24th day of April, 2024.

Marsha Lynn Lott
NOTARY PUBLIC

My Commission Expires



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.

The size and shape of the subject parcel was established in approximately 1997, well before the property was annexed by the City of Hattiesburg. The parcel is surrounded by the Shadow Ridge Golf Course, and the intent has always been to develop the the property into a residential development. The developer had a masterplan of the subject parcel when the area was annexed into the city. The current proposed project follows that plan, with road location and development intent. The requirement of an 800' Block length is impossible to obtain on the parcel due to the shape and surroundings of the subject parcel. This requirement creates quite a hardship on the landowner.

2. **Special Privilege.** A variance shall not confer any special privilege that is denied to other lands or structures in the same zoning district.

No special privilege will be granted to the parcel with the granting of this variance. Due to the specific size, shape and surrounding property ownership, the variance request is site specific based on these unique circumstances.

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.

If the literal interpretation of the code is enforced, the property owner cannot use his property for the intended and best use for additional residential lots. The property cannot be developed into residential lots that meet the existing 800' block length requirement.

4. **Reasonable Use.** The applicant cannot make reasonable use of the property without the requested variance. Based on the 800' Block length requirement, the subject property cannot be developed into residential lots and the applicant cannot make reasonable use of the subject property. A masterplan of the subject property has existed since 1997 prior to City Annexation. The main road that will be used to access the proposed lots was installed in approximately 1997 for the future phase of the subdivision. The base location of this road will be used for the proposed development and is the reasonable access point for the proposed lots. The applicant does not own adjacent property that could be developed into residential lots thus no intersecting streets can be constructed to meet the 800' block length requirement.

5. **Minimum Required.** The granting of a variance is the minimum variance that will make possible the reasonable use of the land or structure. N/A

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.

The granting of this variance will not conflict with the purposes and intent implied in the LDC. The intent of the 800' block length requirement was to ensure new developments have intersecting streets at intervals.

Shadow Ridge subdivision is an existing master-planned subdivision with the Shadow Ridge Golf Course surrounding the parcel. The development will have access points on both ends of the development and will meet the purpose of the LDC.

12.4.1.2 Conditions of Approval. In recommending the granting of a variance, the Board of Adjustment may require appropriate conditions and safeguards in conformity with this Code. Violation of such conditions and safeguards, when made a part of the terms under which a variance is granted, shall be deemed a violation of the Code. The recommendation of the Board Adjustment shall be presented to the City Council for final action.

FOR CONDITIONAL USE APPLICANTS:

Section 12.3.3.1 Compliance Required. Uses requiring Planning Commission approval as noted in the Tables of Uses in Section 5 of this Code, shall be approved subject to this Section. Any application for such use must comply with: all applicable standards that apply to similar uses and properties in the zoning district in general, the specific conditions listed for that use in Section 5, and the following criteria. Where conflicts exist, the Planning Commission shall determine which criteria apply on a case-by-case basis.

1. Does this application meet the conditions set forth in Section 5 of the LDC for the requested use? If yes, please explain:

2. Describe the effects the proposed use of utilities and facilities will have on the community.

3. Describe how the size of the site is appropriate for the proposed use.

4. Will there be any additional pedestrian or vehicular traffic generated by the proposed use? If yes, please explain:

5. Will there be any elevation in the noise level resulting from this proposed use? If yes, please explain:

6. What is the expected number of customers/employees per day?

7. Is proposed use compatible with surrounding uses and design? If yes, please explain:

8. Parking requirements:

Commercial/Industrial: Paved parking will be provided for _____ vehicles, and _____ ADA vehicles; with _____ loading spaces.

For more information, please reference the Land Development Code Section 12.3.3.2.

FOR RE-ZONING APPLICANTS:

As stated in Section 12.3 in the Land Development Code, one of the following conditions must be met before a rezoning can be recommended. Check the condition(s) most applicable to your request and explain in writing.

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

Detailed explanation of condition(s) most applicable to your request:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 22.7 Square-Footage/Acres

Lot Area Requirement: 4000 sq ft

Lot Frontage Requirement: 40 ft at setback

Existing use of lot/parcel/tract Undeveloped

To be subdivided into 54 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.		SEE ATTACHED PLAT				
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)

Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 22.7 Square-Footage/Acres

Lot Area Requirement: 4000 sq ft

Lot Frontage Requirement: 40 ft at setback

Existing use of lot/parcel/tract Undeveloped

To be subdivided into 60 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.		SEE ATTACHED PLAT				
2.						
3. 51	Lots					
4. 6	Common Area					
5. 2	Detention Area					
6.						
7. 60	Total					
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	22.7 Ac.					
		Total square footage of new lots (verify total matches existing parcel prior to splits)				

2. Infrastructure required:

Water/Sewer _____ Gas _____ Electric _____ Telephone _____ Cable _____ Streets _____

Satcher, Nathaniel

From: John Anglin <johna@clearpointengineers.com>
Sent: Tuesday, June 4, 2024 10:54 AM
To: Satcher, Nathaniel
Subject: FW: [EXTERNAL]Shadow Ridge
Attachments: Craig.pdf

Nathan,

Attached is the master plan from the late 90's that shows the proposed phase at Shadow Ridge. Note that this property is between Golf holes 13 to the east, 16 to the west, and 14 to the north...

Thanks
JCA



JOHN ANGLIN, P.E. P.L.S

Principal

(601) 261-2609

clearpointengineers.com

6652 US Highway 98,
Hattiesburg, MS 39402

From: John Anglin
Sent: Thursday, August 24, 2023 4:29 PM
To: Craig Flanagan
<craig@flanaganconstruction.com>;

Ronnie Blackwell <ronnie@clearpointengineers.com>

Cc: ingramfamily1@bellsouth.net

Subject: RE: [EXTERNAL]Shadow Ridge

Craig,

There is about 22.4 Acres as shown on the attached. As you can see, the road near the middle would divide up into about 11 acres each side. The sketch I show does not include the narrow areas west of holes 14 and 15 and east of Gravel pit Road, but I can add that if you want.

I also found a drawing that shows a lot layout of that area. Let me know if you need anything else....

Thanks,

John C. Anglin, P.E. P.L.S.
Clearpoint Consulting Engineers, P.A.
6652 US Hwy 98
Hattiesburg, MS 39402
Phone: 601-261-2609
Fax: 601-261-5573

From: Craig Flanagan <craig@flanaganconstruction.com>

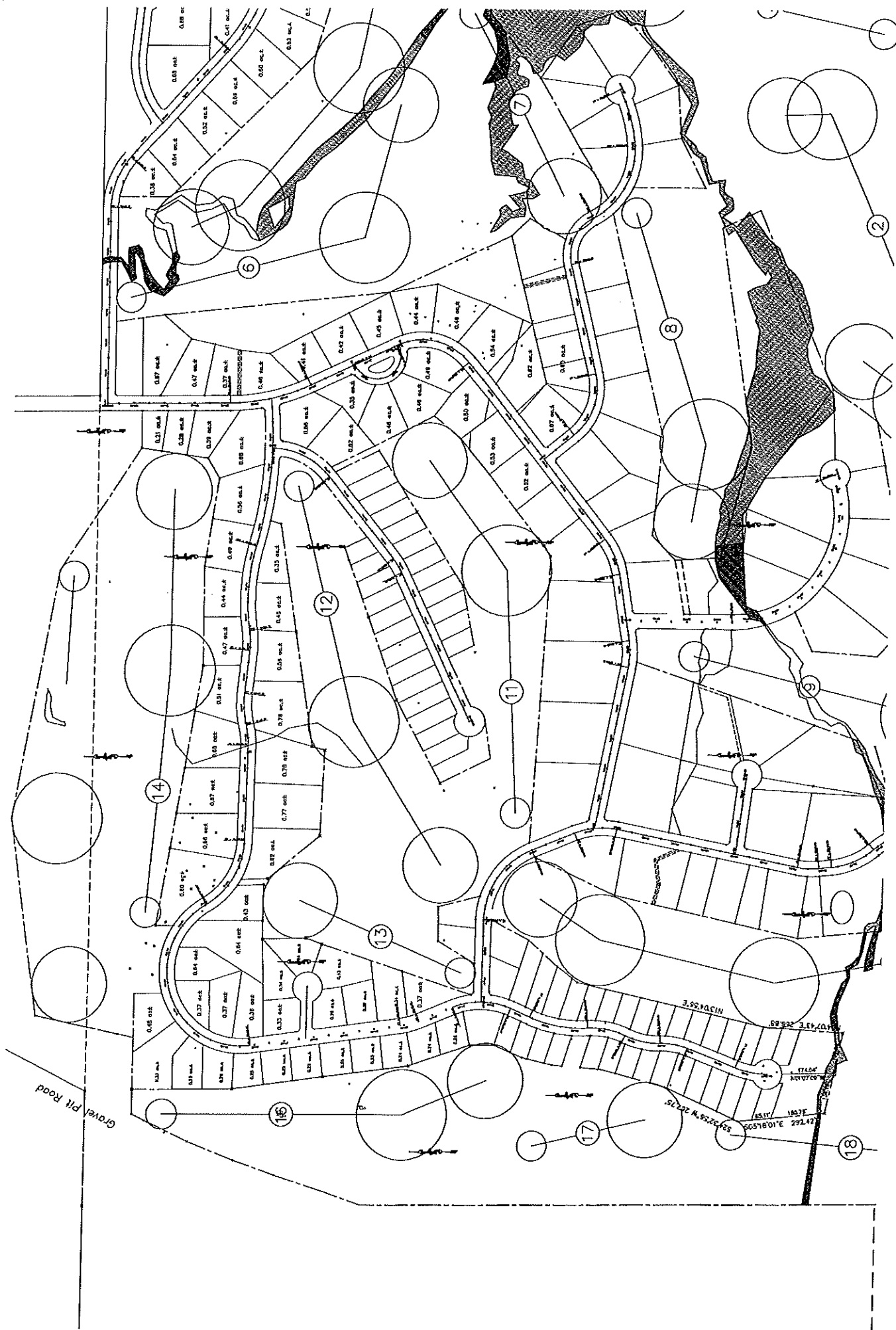
Sent: Thursday, August 24, 2023 2:03 PM

To: John Anglin <johna@clearpointengineers.com>; Ronnie Blackwell <ronnie@clearpointengineers.com>

Cc: ingramfamily1@bellsouth.net

Subject: [EXTERNAL]Shadow Ridge

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.



Satcher, Nathaniel

From: John Anglin <johna@clearpointengineers.com>
Sent: Wednesday, June 5, 2024 8:44 AM
To: Satcher, Nathaniel
Subject: FW: [EXTERNAL]100% approval of POA board

Nathan,
See below from Christy Morris, she finally got in touch with the remaining Shadow Ridge Homeowners Association Board members last night and they all gave her their approval of the proposed project....

Thanks
JCA

JOHN ANGLIN, P.E. P.L.S
Principal

(601) 261-2609

https://linkprotect.cudasvc.com/url?a=https%3a%2f%2fclearpointengineers.com&c=E,1,8BrOzWr4IJ_DU5qvWkbF3HFSwitkROITJNfyBjqJ06Lu5e5SG00K07IPOvWNijKaAvLxWezjZdjqt5nH9MfhpZbA5JttpxZT7prH2WAz3XVMA,,&typo=1

6652 US Highway 98, Hattiesburg, MS 39402

-----Original Message-----

From: Christy Morris <christymorris1968@gmail.com>
Sent: Tuesday, June 4, 2024 9:10 PM
To: John Anglin <johna@clearpointengineers.com>
Subject: [EXTERNAL]100% approval of POA board

This Message Is From an External Sender
This message came from outside your organization.

Got the emails I was hoping for you can report tomorrow 100% in favor Sent from my iPad



TO: Whom it may concern:

RE: Shadow Ridge Phase III

April 25, 2024

Mid – South Golf dba Shadow Ridge Golf is not in opposition to Phase III of Shadow Ridge.

Christy Morris

Mid-South Golf



April 4, 2024

To: City Of Hattiesburg

From: Shadow Ridge Property Owners Association

Re: Future Development

Morris & Flanagan have the full support of the board of directors of the Shadow Ridge Home Owner's Association.

Christy Morris

Treasurer

On behalf of the Board of Directors

To: Whom it May Concern

Re: Shadow Ridge Phase III

April 25, 2024

Eugene and Aisha Stubbs are not in opposition to Phase III of Shadow Ridge

A handwritten signature in black ink, appearing to be "E. Stubbs" or similar, with a long horizontal flourish extending to the right.

Attached you will find the letter emailed, as well as hand delivered to Ms. Erin M Deroche, 102 Shadow Ridge Road.

As of June 4, 2024, no response has been received.

Christy Morris

April 25, 2024

Erin M Deroche
102 Shadow Ridge Road
Hattiesburg, MS 39402

You are one of the two property owners whose property is adjacent to the property owned by the developer of Shadow Ridge, Josh Morris. Mr. Morris is in the planning stages of phase III of the neighborhood. Because you own property that will be adjacent to the new road a letter is needed from you stating that you are not in opposition, in order to be in compliance with the city requirements,

I am attaching the plat so you can see where the road will be. Your home is circled. The road will come in where the dirt road is adjacent to your home. It is easier to see on the email I sent yesterday.

If you would simply sign the enclosed statement that you are not in opposition to the new development we can proceed with the city. You can either drop it off at the golf pro shop or I would be more than happy to come and pick it up

Thank you in advance, if you have any questions please contact me

Christy morris
Christymorris1968@gmail.com
601-270-9592





Shadow Ridge

A Residential Golf Community
Hattiesburg, Mississippi

Congratulations on the purchase of property in the Shadow Ridge community and your membership in our Property Owners Association (POA). You should have received copies of the covenants when you purchased your property, if not you can obtain them from the Association. The covenants contain valuable information that homeowners should be familiar with.

Upon becoming a member of our Association you are responsible for payment of the annual dues and assessments associated with your property. Dues are currently \$500.00 annually. Dues include but are not limited to the maintenance of common areas as well as the pool, clubhouse and contribute to neighborhood events. You will receive invoices for billings and your cooperation in timely paying will contribute to the proper functioning of the Association.

The operations of the Association are conducted by the Board of Directors. The Board primarily uses email to communicate with the property owners. Please send an email to poaofsr@gmail.com with names and contact information for all persons living in the home. Please make note of the following information for your association.

Board of Directors

Lauren Rosengrant - President

Brian Morrison - Vice President

Christy Morris - Treasurer

Noah Bryant - Board Member

Ron Rueban -Board Member

**If you have any questions please email the Board at
poaofsr@gmail.com**

**Declaration of Rights,
Covenants,
Restrictions,
Affirmative Obligations
and Conditions
Applicable to
SHADOW RIDGE,
A SUB-DIVISION**

STATE OF MISSISSIPPI

COUNTY OF LAMAR

FILED

'98 JUN 24 AM 10 41

WAYNE SMITH
CHANCERY CLERK

617

**DECLARATION OF RIGHTS, COVENANTS,
RESTRICTIONS, AFFIRMATIVE OBLIGATIONS
AND CONDITIONS APPLICABLE TO SHADOW RIDGE, A SUBDIVISION**

THIS DECLARATION OF RIGHTS, COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND CONDITIONS APPLICABLE TO SHADOW RIDGE, A SUBDIVISION ("Declaration") is hereby made this 24 day of JUNE 1998 by JMJ PROPERTIES, a Mississippi general partnership ("Developer"), applicable to Shadow Ridge, a subdivision ("Subdivision").

WHEREAS, the Developer owns that certain real property located in Lamar County, Mississippi as shown on the Subdivision Plat of Shadow Ridge, recorded in Plat Book 3, at page 112, in the land records of the office of the Chancery Clerk of Lamar County, Mississippi ("Property"); and Slide 227

WHEREAS, the Developer desires to provide for the preservation of the value of the Subdivision and for the maintenance of the common properties; and to this end, the Developer has consented to subject the Property to the covenants, restrictions, easements, affirmative obligations and conditions hereinafter set forth ("Covenants"), all of which are hereby declared to be for the benefit of the Property and every owner of any and all parts thereof.

WITNESSETH:

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed, given, purchased, leased, occupied and used subject to these Covenants. These Covenants, the benefits of these Covenants and the affirmative and negative burdens of these Covenants shall touch and concern and run with the Property.

**ARTICLE I
[Definitions]**

In this Declaration, the following words shall have the following meanings:

Section 1.01. Association shall mean the Property Owners Association of Shadow Ridge, Inc., an Mississippi nonprofit corporation, its successors and assigns. This is the "Declaration of Rights, Covenants, Restrictions, Affirmative Obligations and Conditions Applicable to Shadow Ridge, a Subdivision" to which articles of incorporation and bylaws of the association shall make reference.

Section 1.02. Common Property or Properties or Common Area Property or Properties shall mean that certain real and/or personal property conveyed to the Association by the Developer in accordance with Section 8.01. In addition, the median to any portion of a private or dedicated road or street, within or abutting the Property, shall be included in the Common Area Property unless otherwise provided. The lakes, ponds or wilderness areas shown on the Plat of the Property; the property owned by Mid-South Golf, LLC.;

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and the Shadow Ridge Golf Club and its related facilities and amenities are not part of the Common Area Properties.

Section 1.03. Developer shall mean JMJ Properties, a Mississippi general partnership, its successors in interest and assigns.

Section 1.04. Dwelling unit shall mean that portion of any improved lot intended for use, or being used, as a single-family residential dwelling.

Section 1.05. Enclosed livable area shall mean that area of the dwelling unit that is completely enclosed and protected from the weather (heated and cooled) and intended as the living quarters of the dwelling unit.

Section 1.06. Improved lot shall mean a lot on which is located a building and/or other structure(s) as to which required approvals for use and occupancy have been obtained.

Section 1.07. Institutional mortgagee shall mean any federal or state chartered bank, life insurance company, federal or state savings and loan association or real estate investment trust which holds a first mortgage or other first lien or charge upon the Property or portion of the Property or any interest therein which is of record in the office of the Chancery Clerk of Lamar County, Mississippi.

Section 1.08. Lot shall mean any of the numbered lots and delineated parcels shown on the plat, as the same may be amended from time to time, and any additional lots added by Developer pursuant to Section 2.02.

Section 1.09. Members or membership shall mean the Association's members.

Section 1.10. Owner or property owner shall mean the holder of record or fee simple title to any lot. Notwithstanding any applicable legal theory of any mortgagee, "owner" shall not mean or refer to the mortgagee, mortgagee's heirs, successors or assigns, unless such mortgagee has acquired title pursuant to foreclosure or judicial proceeding or deed in lieu of foreclosure; nor shall the term "owner" mean any lessee of any owner; nor shall the term "owner" mean any person holding title merely as security for the payment of a debt. In the event there is of record a deed granting one or more parties a life estate in any lot, the owner of said lot shall be deemed to be the holder or holders of the life estate, regardless of who owns the fee interest.

Section 1.11. Plat or subdivision plat shall mean the subdivision plat of Shadow Ridge, as recorded in Plat Book 3, at page 142, in the office of the Chancery Clerk of Lamar County, Mississippi.

slide 227
Section 1.12. Public records shall mean the records of the office of the Chancery Clerk for Lamar County, Mississippi.

Section 1.13. Subdivision shall mean Shadow Ridge, a subdivision, as shown on the plat of Shadow Ridge as recorded in the public records.

Section 1.14. Unimproved lot shall mean any lot that is not an improved lot.

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Section 1.15. Wilderness areas shall mean those areas designated on the plat of the Subdivision as "wilderness areas."

ARTICLE II

[Future Development and Additions to the Property]

Section 2.01. Future Development. The Developer may develop other property and may as a matter of right, without the consent of the Association or the owners, convey additional parcels to the Association without regard to the location of such parcels of land within the Property. At the time of conveyance to the Association, these properties shall be designated as Common Area Properties. The Developer shall not be required to follow any predetermined sequence, schedule or order of improvements and development; and it may take, subject to this Declaration, additional lands and develop the same before completing the development of the lots and common areas as shown on the plat. Any property conveyed by the Developer to the Association may also be subject to additional covenants and restrictions as specifically set forth in the deed of conveyance.

Section 2.02. Additions and Withdrawals of Property. Additional property may become subject to this Declaration or be withdrawn from this Declaration in the following manner:

A. **Additions.** The Developer shall have the right, without further consent of the Association or the owners, to bring within this Declaration any additional property. Such property may be subjected to this Declaration as one parcel or as several smaller parcels at different times. The additions authorized under this subsection shall be made by filing in the public records a supplementary Declaration with respect to the additional property which shall extend the operation and effect of this Declaration to such additional property.

Any supplementary Declaration may contain such additions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary or convenient, in the sole judgment of the Developer, to reflect the different character, if any, of the additional properties.

B. **Withdrawal.** The Developer, without consent from the Association or the owners, shall have the right, at any time or from time to time, to withdraw portions of the Property from this Declaration. The withdrawal authorized by this subsection shall be made by filing in the public records a supplementary Declaration with respect to the property which has been withdrawn.

C. **Mergers.** Upon merger or consolidation of the Association with another association as provided for in the bylaws of the Association, the Association's property rights and obligations may, by operation of law, be transferred to another surviving or consolidated association. In the alternative, the properties, rights and obligations of another association may, by operation of law, be added to the Property of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated association may administer the Property, together with the covenants and restrictions established upon any other properties, as one plan. No merger or consolidation shall affect any revocation, change or addition to this Declaration with respect to the property including, without limitation, the maximum limits on assessments of

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the Association, or any other matter substantially affecting the interest of members of the Association.

Section 2.03. Platting and Subdivision of the Property. The Developer, without consent from the Association or the owners, shall be entitled at any time and from time to time to subdivide, plat and/or re-plat all or any portion or part of the Property, and to file subdivision restrictions and/or amendments thereto with respect to any undeveloped portion or portions of the Property.

ARTICLE III [General Covenants and Restrictions]

Section 3.01. Purposes. The primary purpose of these covenants and restrictions and the foremost consideration in the origin of same is the creation of a subdivision that is aesthetically pleasing and functionally convenient. The establishment of objective standards relating to design, size and locations of dwellings and other structures makes it impossible to take full advantage of the individual characteristics of each parcel of property and of technological advances and environmental values. For this reason such standards are not established by these Covenants. In order to implement the purposes of these Covenants, the Developer shall establish and amend from time to time objective guidelines which shall be in addition to these Covenants and shall be called the Shadow Ridge Design Guidelines.

Section 3.02. Lots Limited to Residential Use. All lots shall be used exclusively for single-family residential purposes. No structure, except as hereinafter provided, shall be erected, altered, placed, attached to or permitted to remain on any lot other than those structures and improvements approved for use and occupancy by the Developer in accordance with the Shadow Ridge Design Guidelines published from time to time by the Developer.

Section 3.03. Siting. All dwelling units, buildings and other improvements must be located within the setback lines as shown on the subdivision plat and in accordance with the Shadow Ridge Design Guidelines. All improvements shall be located so that the maximum view and privacy will be available to each dwelling unit, and all improvements will be ideally located with regard to the topography of each lot taking into consideration the location of trees or plants, and other aesthetic and environmental considerations. The Developer reserves unto itself the right to control and to decide solely (so long as (i) Developer's decisions are not arbitrary or capricious and (ii) subject to the provisions of the pertinent land use regulations of public authorities having jurisdiction) the precise site and location of any dwelling unit, building, structure or other improvement on any property in the subdivision. The location shall be determined only after reasonable opportunity is afforded to the property owner to recommend a specific site; provided however, that in the event an agreed location is stipulated in writing in the contract of purchase from the Developer, and such location complies with the applicable local city and county land use and subdivision regulations, the Developer shall approve such location for a residence or group of residences.

Section 3.04. Signs. No signs shall be erected or maintained on the Property or on any lot at any time by anyone, including without limitation, a property owner, realtor, contractor or subcontractor, except the following approved signs: (i) one (1) "For Sale" or "For Rent" sign; (ii) one (1) sign for a contractor displayed during construction for a maximum of twelve (12) months or until completion of construction, whichever shall first occur; (iii) a sign which must be posted as a result of legal proceedings pursuant to a statute or court order; or (iv) a sign which has been specifically approved in writing by the Developer. The Developer reserves

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the right to restrict the size, color, content, location, number and method of display of each approved sign. All approved signs shall not exceed three (3) square feet in size and shall have a white background with black lettering. All "For Sale" or "For Rent" signs shall contain only the lot number, real estate company (or individual agent if desired) and telephone number. All contractor signs shall contain only the lot number, name of owner, the general contractor and telephone number. Signs must be placed parallel to the street and may not be displayed from the interior of any dwelling unit, building or other improvement so as to be visible from the exterior.

Section 3.05. Mailboxes. No mailboxes may be erected or maintained on the Property except mailboxes approved by the Developer. The actual cost of providing, erecting and maintaining a mailbox, including Developer approved numbering or lettering, shall be paid by the property owner. The Developer reserves the right to designate the location of all mailboxes.

Section 3.06. Unsightly Conditions. It shall be the responsibility of each property owner and tenant thereof to prevent the accumulation of litter, trash, packing crates or rubbish or the development of any unclean, unsightly, or unkempt condition of buildings or grounds on their lot either before, during or after construction. Each owner must provide or require an on-site dumpster for trash and litter during construction. It shall also be the responsibility of each property owner and tenant thereof to prevent accumulations which shall tend to substantially decrease the beauty of the community as a whole or the specific area.

Section 3.07. Lights. The design and location of all exterior lighting fixtures shall be subject to the approval of the Developer. Neither these nor any other illumination devices located anywhere on the structures or grounds of any dwelling unit shall be located, directed, or of such intensity as to affect adversely the enjoyment of any adjacent property owner.

Section 3.08. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, kept or pastured on the Property, except that a reasonable number of common household pets such as dogs and cats may be kept in any one dwelling unit, provided said pets must be secured by a leash or lead, under the control of a responsible person and obedient to that person's command at any time they are permitted outside a dwelling unit. Any areas located on a lot for the maintenance or confinement of pets are subject to prior approval by the Developer.

Section 3.09. Sewage. Prior to the occupancy of a dwelling unit, proper and suitable provisions shall be made for the disposal of sewage by connection with the sewer mains. No sewage or other waste material shall be emptied or discharged except into the sanitary sewer system.

Section 3.10. Water. Shallow private water wells used for nonhousehold purposes only may be drilled or maintained on any lot or any other portion of the Property with the approval of the Developer.

Section 3.11. Repairs and Hazards. Any building or other improvement attached thereto on any lot that is destroyed partially or totally by fire, storm or any other means shall be repaired or demolished within a reasonable period of time, and the land on which it was located restored to an orderly and attractive condition. Any damage which causes a dangerous or unsafe condition to persons or which is unsightly and which is not repaired within a reasonable time (in no event longer than sixty (60) days) following notice, may be repaired or removed at the direction of the Association or the Developer, and the cost of such repairs or removal shall

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become a lien against the pertinent lot and become the personal obligation of the owner of such lot. Any entry upon a lot to effect such emergency repairs or removal shall not be deemed a trespass.

Section 3.12. Offensive Activity. No noxious or offensive activity shall be carried on upon any lot or any other portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the community. The Developer shall have the express right, in its sole discretion, to publish rules from time to time to prohibit, regulate or otherwise deal with activities which violate this Section.

Section 3.13. Utilities. All electrical, cable and telecommunication lines located upon the Property, other than those existing on the date of this Declaration, shall be installed and maintained underground unless the Developer specifically approves above ground installation of such lines.

Section 3.14. Antennas. No television antenna, receiving "dish" (over 2 feet in diameter), radio receiver or sender or other similar device shall be attached to or installed on any lot or structure within the Subdivision without the prior written consent of the Developer. Neither shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any building, dwelling unit, lot or any other portion of the Property which may unreasonably interfere with the reception of television or radio signals upon any other part of the Property. However, the provisions of this Section shall not prohibit the Developer from installing equipment necessary for a master antenna system, security system, cable television and mobile radio systems or other similar systems within the Subdivision.

Section 3.15. Trespass. Whenever the Developer is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any of the Property or on the easement areas adjacent thereto, entering such Property and taking such action shall not be deemed a trespass.

Section 3.16. Parcels. No lot shall be subdivided, or its boundary lines changed, except with the prior written consent of the Developer. However, the Developer hereby expressly reserves to itself the right to replat any lot and to take such other steps as are reasonably necessary to make such replatted lot suitable and fit as a building site including, but not limited to, the relocation of any lot or easements, walkways, tunnels, rights-of-way, roadways and recreational facilities. The provisions of this Section shall also not prohibit the combining of two (2) or more contiguous lots into one (1) large lot. Three (3) lots may be divided into two (2) lots with approval by the Developer.

Section 3.17. Ingress and Egress. The property owner, in accepting title to property conveyed subject to the covenants and restrictions of this Declaration, waives all rights of uncontrolled and unlimited egress and ingress to such property (and waives such rights for any person claiming entry rights by virtue of any relationship or permission of such property owner and successors in title) and agrees that such ingress and egress to the owner's lot may be limited to roadways built or approved by the Developer. The Developer and its agents, employees and licensees, expressly reserve a right of ingress and egress upon and through any and all roads, roadways, bridges and any other designated access routes in the Subdivision to any portion or part of the Subdivision or Property. Nothing in this Section shall be construed as placing an affirmative obligation on the Developer to provide or construct any road, bridge, or other means of ingress and egress to or within the Subdivision.

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Section 3.18. Firearms. No hunting by any means or discharge of firearms of any type shall be allowed on the Property.

Section 3.19. Bridges. The Developer expressly reserves to itself and its agents, employees and licensees, any other provisions of this Declaration notwithstanding, the right to build bridges, walkways, tunnels or fixed spans across any or all natural or man-made waters, canals, creeks, paths or lagoons in the Subdivision. Nothing in this Section shall be construed as placing an affirmative obligation on the Developer to provide or construct any such improvement.

Section 3.20. Landscaping. No weeds, underbrush or other unsightly growth which would unreasonably interfere with the enjoyment of adjacent property owners shall be permitted to grow or remain upon any part of a lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain upon any part of a lot, including vacant parcels, Common Areas or road rights-of-way. All landscaping of any lot shall be completed within ninety (90) days from the completion of construction of the improvements. These provisions shall not apply to the Developer until the last lot is sold to an owner other than the Developer.

Section 3.21. Temporary Structures. No structure of a temporary character, trailer, basement, tent or shack shall be used at any time as a residence either temporarily or permanently. No storage building of any type shall be permitted unless such building is designed as part of the main dwelling unit and approved by the Developer. There shall be no occupancy of any dwelling unit until the interior and exterior of the dwelling unit are completed and a certificate of occupancy or other satisfactory evidence of completion is received and approved by the Developer.

Section 3.22. Fences and Hedges. All fences, hedges and similar improvements must be constructed, installed and maintained in accordance with the Shadow Ridge Design Guidelines. Chain link or any other wire fences shall not be used. A wooden, brick, stucco, wrought iron or similar approved fence or privacy screen may be used if constructed and placed in accordance with the Shadow Ridge Design Guidelines.

Section 3.23. Garages. All dwelling units, at a minimum, must have a two (2) vehicle, enclosed garage and which must meet the requirements of the Shadow Ridge Design Guidelines. No carports will be allowed. Garage openings may not be constructed on the front of dwelling units unless specifically approved by the Developer in those limited instances when it is unavoidable. In all cases, electric automatic garage door openers/closers shall be installed and used. Any garages visible from the street must be kept closed when not in use.

Section 3.24. Recreational Vehicles and Boats. No boat, boat trailer, house trailer, horse trailer, trailer, camper, motor home, unmaintained cars, trucks or any similar items shall be stored on or at any lot for a period of time in excess of twenty-four (24) hours, unless housed in an enclosed garage or parked or stored in an area of the Property specifically designated for such use by the Developer.

Section 3.25. Remedies for Vehicle and Recreational Equipment Violations. Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations now or hereafter adopted by the Association may be towed by the Association or the Developer, at the sole expense of the owner of such vehicle or recreational equipment, if it remains in violation for a period of twenty-four (24) hours. The Association or the Developer shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such

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towing, and neither its removal or failure of the owner to receive any notice of said violation shall be grounds for relief of any kind.

Section 3.26. Approved Builder's List. All improvements constructed on any lot shall be made by a builder or contractor approved by the Developer. No owner may act as a general contractor for the construction of a dwelling unit or other improvements on his own lot, except that an approved builder or contractor may build improvements on a lot owned by such approved builder or contractor. A list of all approved builders and contractors, as amended from time to time, shall be maintained by the Developer or Architectural Review Board.

Section 3.27. Golf or Other Recreational Facilities. Other property located adjacent to or near the Subdivision (not being a portion of the Property referenced herein) may be used for a public, private, or semi-private country club, golf course and/or other recreational use, and will be independent and separate from the recreational facilities in the Subdivision. No owner shall have any right or interest in, or use of any such country club, golf club, golf course or other recreational facilities other than any membership or use for which an owner may qualify and purchase from the owner or operator of such facilities. Persons playing golf on the golf course located near or adjacent to the Subdivision shall have an easement and license to go upon an owner's lot located adjacent to the golf course to retrieve errant golf balls, so long as such person does not damage an owner's property while accomplishing such retrieval. Any golfer causing damage by an errant golf ball during play or while retrieving it shall be solely responsible for such damage, and the owner or operator of the golf course shall not be responsible therefor. The present or future use of any property located adjacent to the Subdivision as a golf course may be discontinued or suspended at any time by the owner of such golf course.

Section 3.28. Leasing Restrictions. No dwelling unit or other structure shall be leased by the property owner for a lease term of less than six (6) months, and only one primary family per dwelling unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

Section 3.29. Parking. Each owner shall provide sufficient space, off Subdivision roadways, for the parking of approved vehicles for use by the owner, his family and guests in accordance with reasonable standards established by the Developer. Parking on the paved portion of any roadway not identified as parking areas within the Subdivision shall be prohibited at all times. Any vehicle violating this restriction may be removed by the Developer or its designated agent, and the owner of the vehicle shall be responsible for all charges for towing and storing the vehicle.

ARTICLE IV **[Easements]**

Section 4.0. Developer Easements. The Developer reserves unto itself and its contractors, licensees and agents a perpetual, alienable and releasable easement and right on, over and under the ground of the Property (including each lot) to erect, maintain and use electric, cable television and telephone poles, wires, cables, conduits, drainage ways, sewers, wells, pumping stations, tanks, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, gas, sewer, water, drainage or other public conveniences or utilities on, in or over those portions of the Property as may be reasonably required for any purposes, and to grant access easements or relocate any existing access easements in, on, or over any portion of the Property as the Developer shall deem necessary or desirable for the proper operation and

**AMENDMENT TO ARTICLE III OF THE DECLARATION OF RIGHTS,
COVENANTS, RESTRICTIONS, AFFIRMATIVE OBLIGATIONS AND
CONDITION APPLICABLE TO SHADOW RIDGE, A SUBDIVISION**

**IN ACCORDANCE WITH ARTICLE XIV SECTION 14.02 THE FOLLOWING
AMENDMENT IS MADE:**

**ARTICLE 3 SECTION 28 SHALL BE AMENDED TO READ THE
FOLLOWING:**

Section 3.28 LEASING RESTRICTIONS. No dwelling unit or other structure shall be leased by the property owner for a lease term of less than twelve (12) months, and only one primary family per dwelling unit shall be allowed. No boarders or persons with similar living arrangements shall be allowed.

All potential lessees must submit a lease agreement including each member residing on the property to the Board of Directors for approval and may be subject to a meeting with the Board

Property owners must reside full time in a home for at least one year before leasing a property, and owners must be financially current with the Property Owner's Association before any lease will be considered.

A rental cap of no more than 10% of the homes in Shadow Ridge may be leased at one time.

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maintenance of the Property, or any portion thereof; or for the reason of carrying out the purposes of this Declaration; provided, however, that no such easement shall be applicable to any portion of the Property as may (i) have been used prior to the installation of such utilities for construction of a building or structure whose plans were approved pursuant to this Declaration by the Developer, or (ii) such portion of the Property as may be designated as the site for a building or structure on a site plan or for erection of a building or structure which has been filed with the Developer and which has been approved in writing by the Developer. These easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Any material disturbance to the grounds of any property owner caused by such utility installation shall be repaired and said grounds returned to their prior condition by the Developer, or prompt and reasonable remuneration for such repairs shall be made to such property owner by the Developer.

Section 4.02. Utility and Governmental Services and Private Easements. All lots within the Subdivision shall be subject to utility, governmental services and private drainage easements as shown on the face of the recorded plat and all rights of ingress, egress and access for persons and equipment associated therewith. In addition to the foregoing, the Developer reserves unto itself and its contractors, licensees and agents a perpetual, alienable and releasable easement and right on, over and under the ground located ten (10) feet along both sides of all roads and rights-of-way and ten (10) feet along the side and rear lines of each lot.

ARTICLE V

[Architectural and Design Review]

Section 5.01. Purpose. In order to preserve the natural beauty of Shadow Ridge and its setting, to maintain Shadow Ridge as a pleasant and desirable environment, to establish and preserve a harmonious design for the community, to provide for the community's organized development, and to protect and promote the value of property, no building, fence, paving materials of any kind, screen enclosures, sewer drains, disposal systems, landscaping, or any other structure or improvement of any nature or any future addition or improvement shall be erected, placed, attached to or altered unless and until the proposed plans, design, specifications, exterior color or finish, plot plan (showing the proposed location of such building structure, drives and parking areas), building height, landscape plan, size and construction schedule shall have been approved in writing by the Developer prior to commencement of construction and a permit shall have been issued authorizing the structure or improvement in accordance with the Shadow Ridge Design Guidelines, as amended or modified from time to time.

Section 5.02. Objectives. Architectural and design review shall be directed toward attaining the following:

- A. Preventing excessive or unsightly grading, indiscriminate earth moving, clearing of Property, or removal of trees and vegetation which could cause disruption of natural water courses or scar natural landforms;
- B. Ensuring that the location and configuration of structures are visually harmonious with the terrain and vegetation of the lots, with surrounding lots and structures, and do not unnecessarily block scenic views from existing structures or tend to dominate any general development or natural landscape;

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- C. Ensuring that the architectural design of structures and their materials and colors are visually harmonious with the Subdivision's overall appearance, with the surrounding development, with natural landforms and native vegetation, and with development plans officially approved by the Developer, or any governmental or public authority, if any, for the areas in which the structures are proposed to be located;
 - D. Ensuring the plans for landscaping provide visually pleasing settings for structures on the same lot and on adjoining or nearby lots and blend harmoniously with the natural landscape;
 - E. Ensuring that any development, structure, building or landscaping complies with the provisions of these Covenants; and
 - F. Promoting building design and construction techniques that respond to energy consumption and environment quality considerations such as heat loss, air emissions and run-off water quality.

Section 5.03. Submission, Approval and Refusal of Architecture, Siting, Landscaping and Other Building Plans. Two copies of all plans and related data shall be submitted to the Developer prior to any improvements or modifications of any kind being made to any lot. The Developer shall establish a fee sufficient to cover the expense of reviewing plans and related data at the time they are submitted for review and to compensate for the retainer of any consulting architect, landscape architect, urban designer or attorney. The fee initially established by these Covenants shall be Two Hundred And No/100 Dollars (\$200.00) for each submission. The Developer shall have the right to increase this amount not more than once in any subsequent twelve (12) month period. Approvals shall be dated and shall not be effective for construction commenced more than nine (9) months after such approval. Disapproved plans and related data shall be accompanied by a reasonable statement of items found unacceptable. In the event approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Developer of the written request for approval, the provisions of this Section shall be thereby waived. Refusal or approval of plans, site location, building height or specifications may be based by the Developer upon any ground which is consistent with the objectives of these Covenants, including purely aesthetic considerations, so long as such ground is not arbitrary or capricious.

Section 5.04. Architectural and Design Guidelines. The Developer will publish Shadow Ridge Design Guidelines, as amended, from time to time which will set forth minimum criteria and controls for construction of improvements on the Property. In order to further carry out the objectives set forth in this Section, the Shadow Ridge Design Guidelines will provide for lot line setbacks, lot coverage and clearing limitations, landscaping, construction schedules, types of materials approved for incorporation in the exterior construction of structures and other requirements relating to the development of the Subdivision. All improvements or modifications to the Property shall meet and comply with the Shadow Ridge Design Guidelines, as amended or modified from time to time. All plans submitted to the Developer must incorporate the provisions of these Guidelines prior to the Developer becoming obligated to review the plans, and the failure by the Developer to review non-conforming plans shall not be deemed a waiver of any of the provisions of this Section. The Shadow Ridge Design Guidelines, as amended from time to time, are by reference hereby incorporated into these Covenants.

Section 5.05. Approval Not a Guarantee or Representation of Proper Design or Good Workmanship. No approval of plans, location or specifications, and no publication of Shadow Ridge Design

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Guidelines shall ever be construed as representing or implying that such plans, specifications or standards will, if followed, result in a properly designed residence or that it will comply with applicable federal, state or local governmental regulations. Such approvals and standards shall in no event be construed as representing or guaranteeing that any residence or improvement thereto will be built in a good and workmanlike manner. The Developer, its agents and assigns, shall not be responsible or liable for any defects in any plans or specifications submitted, revised or approved under these Covenants nor for any defects in construction pursuant to such plans and specifications. The property owner shall have sole responsibility for compliance with approved plans and does hereby hold the Developer, its agents or assigns, harmless for any failure thereof caused by the property owner's architect or builder. The Developer reserves the right to prohibit the property owner's builder and/or general contractor from the site in the event it is determined that failure to comply with approved plans by the Developer, in its sole discretion, is intentional or due to gross negligence.

ARTICLE VI

[Dwelling Units]

Section 6.01. Building Height. No dwelling unit shall be constructed on a lot which has a height exceeding two and one-half habitable stories, excluding basements. The height of any structure, including all dwelling units, within the Property shall be subject to the prior review and approval in writing by the Developer and shall be subject to all applicable guidelines of the Shadow Ridge Design Guidelines and approvals of the Developer.

Section 6.02. Building Size. All dwelling units shall comply with all applicable guidelines and approvals of the Developer, the Shadow Ridge Design Guidelines and be designed and constructed in an architecturally aesthetic manner to carry out the objectives set forth in Section 5.02 of this Declaration.

Section 6.03. Setback and Side Line Requirements. All buildings built on any lot shall comply with the setback and side lines restrictions as required upon such lot as set forth in the applicable Shadow Ridge Design Guidelines and the recorded plat. Such setback restrictions shall be a covenant running with the land.

Section 6.04. Completion of Construction. Dwelling units may not be temporarily or permanently occupied until the exteriors thereof have been completed. During construction, the property owner shall require the contractor to maintain the lot in a clean and uncluttered condition. Upon completion of construction, the property owner shall cause the contractor to immediately remove all equipment, tools, construction material and other debris from the lot. Any damage to roadways, paths, Common Area Properties or any other property owned by any person or entity caused by the property owner's contractor or other parties providing labor or services to the property owner shall be repaired by the property owner, or by the Developer at the property owner's expense.

Section 6.05. Service Yard. Each property owner shall provide a visually screened area to serve as a service yard and an area in which garbage receptacles, electric meters, air conditioning equipment and other unsightly objects must be placed or stored in order to conceal them from view from the road and adjacent properties. No window air conditioning units may be installed or used on any lot. No clothes lines are allowed on any lot.

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Section 6.06. Governmental Approval. All construction and alterations shall also be subject to applicable permit requirements and to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees.

ARTICLE VII

[Additional Restrictions to Implement Effective Environmental Controls]

Section 7.01. Purpose. To protect the natural beauty of the vegetation, topography and other natural features of all properties within the Subdivision and in furtherance of the safe and aesthetic enjoyment of the Subdivision, the following environmental controls and restrictions are hereby established.

Section 7.02. Topography and Vegetation. Written approval of the Developer is hereby required for the removal, reduction, cutting down, excavation, filling or alteration of any topographic, vegetative or woodland feature of the Subdivision. Written approval will be granted for the amount of earth movement required in plans and specifications approved pursuant to the provisions of Section 5.03.

Section 7.03. Tree or Underbrush Removal. Prior to approval of a property owner's final drawings or plans by the Developer, no trees or underbrush may be removed without the written consent of the Developer.

ARTICLE VIII

[Provisions Relating to Common Property]

Section 8.01. Common Property. The Developer intends to convey by statutory warranty deed to the Association as Common Property the following, subject to all restrictions, reservations and encumbrances and limitations of record and to all additional restrictions and covenants as set forth in the deed of conveyance:

- A. Those certain Common Property areas as shown on the plat as such, and
- B. Any other property located within or without the Subdivision that the Developer elects in its sole discretion to become Common Property.

Section 8.02. Erosion Control. The Developer shall have the right, but not the obligation, to protect from erosion any property in the Subdivision including the Common Property by planting trees, plants and shrubs where and to the extent necessary, or by such mechanical means as construction and maintenance of siltation basins, or other means deemed expedient or necessary by the Developer. The right is likewise reserved to the Developer to take steps necessary to provide and ensure adequate drainage ways, to remove diseased, dead or dangerous trees or underbrush, and to carry out other similar activities.

Section 8.03. Reservation of Easements. The Developer reserves unto itself and its licensees, contractors and agents a perpetual, alienable and releasable easement to go on, over and under the Common Properties to erect, maintain and use electrical, community antenna television, telephone poles, wires, cables, conduit, drainage ways, sewers, water mains, and other suitable equipment for the conveyance and use of

electricity, telephone and television equipment, gas, sewer, water, drainage, or other public conveniences or utilities in the Common Properties. These reservations and rights expressly include the right to cut trees, bushes or shrubbery as is reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee or assignee of the Developer, but this reservation shall not be considered an obligation of the Developer to provide or maintain any such utility or service.

Section 8.04. Public Rights Limited. The granting of the easement in Common Properties in this part in no way grants to the public or to the owners of any land outside of the Subdivision the right to enter such Common Properties or use the roadways or designated access routes located on the Common Properties without the express permission of the Developer or the Association after the Common Properties are conveyed to the Association by the Developer.

Section 8.05. Reservations. The Developer expressly reserves to itself and its licensees and agents every reasonable use and enjoyment of said Common Properties, in a manner not inconsistent with the provisions of this Declaration, including but not limited to the use of the roadways and designated access routes located in the Common Properties.

Section 8.06. Developer Actions. Where the Developer is permitted by this Declaration to correct, repair, clean, preserve, clear out or do any action on any property, entering the any property and taking such action shall not be deemed a trespass or breach of these Covenants.

Section 8.07. No Obligation on Developer. It is expressly understood and agreed that the granting of the easements set out in this Article in no way places a burden of affirmative action on the Developer.

Section 8.08. Wilderness Areas. Those areas designated on the Subdivision plat as "Wilderness Areas" shall be owned by the Developer and may be conveyed to the Association in the Developer's sole discretion.

ARTICLE IX [Membership in the Association]

Section 9.01. Formation of Association. The Developer has formed or will cause to be formed The Property Owners Association of Shadow Ridge Subdivision.

Section 9.02. Membership. Every owner, including the Developer, shall automatically, and by virtue of such status as an owner, be a member of the Association. Membership shall be automatic and shall be appurtenant to and may not be separated from ownership of any lot. Transfer of record of the ownership of any lot shall automatically transfer membership in the Association.

Section 9.03. Voting Rights and Governance of the Association. Voting rights of members are as follows:

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- A. Class "A" members, consisting of all members other than the Developer, shall be entitled to cast one (1) vote for each improved or unimproved lot owned in all matters in which membership voting is authorized in the Declaration, the Articles of Incorporation, the Bylaws or any other rules and regulations binding upon the Association, except as specifically provided herein.
 - B. Class "B" member, being the Developer, shall be entitled to cast five (5) votes for each improved or unimproved lot owned by the Developer in all matters in which membership voting is authorized in the Declaration, the Articles of Incorporation, the Bylaws or any other rules and regulations binding upon the Association. So long as there is a Class B member of the Association, the Class B member shall be entitled to elect a majority of the members of the Board of Directors of the Association.
 - C. Notwithstanding any provision herein to the contrary, no amendment to the Declaration or to the Articles of Incorporation of the Association shall be effective without the written consent of the Class B member, so long as there is a Class B member of the Association, that is, until the Developer has sold or otherwise conveyed all of the lots it owns.
 - D. Notwithstanding the preceding paragraphs, if any assessment required to be paid by a member is past due as of the time a vote is being taken, such member shall not be entitled to cast any vote at such time with respect to the lot on which the assessment is past due.
 - E. A member entitled to more than one (1) vote must vote all of the member's votes for or against a matter submitted to the members for a vote, or such member may abstain from voting entirely, i.e., a member entitled to more than one (1) vote may not split or fragment such member's votes, but must vote (or abstain from voting) as a single unit.
 - F. When any lot, entitling the owner thereof to membership in the Association, is owned by corporations, trusts or partnerships, or where two (2) or more persons or entities are owners, whether fiduciaries, joint tenants, tenants in common, tenants in partnership or in any other manner of joint or common ownership, one (1) officer, trustee, person or entity shall be designated the voting member for all the others. Written evidence of such designation in a form satisfactory to the Association shall be delivered to the Association prior to the exercise of a vote by such owner.

ARTICLE X

[Members' Rights in the Common Properties]

Section 10.01. Members' Easements of Enjoyment in Common Properties. Subject to the provisions of this Declaration, the rules and regulations of the Association and any fees or charges established by the Association, every member and every guest or lessee of such member shall have an easement of enjoyment in and to the Common Properties, and such easement shall be appurtenant to and shall pass with the title to every lot. A member's or lessee's spouse and children who reside with such member or lessee on the property shall have the same easement of enjoyment hereunder as a member. The easement of enjoyment herein shall pass from a member to a lessee during the lease term; provided, however, that the Association may adopt

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additional restrictions to its rules and regulations limiting the easement of enjoyment of guests and lessees, including but not limited to the specification of minimum lease terms, the number of guests allowed or the prohibition or use by lessees or guests of specific Association properties.

Section 10.02. Title to Common Properties. The Developer has or will convey the Common Properties by statutory warranty deed to the Association in accord with Section 8.01 herein. The Association shall be required to accept such conveyance of the Common Properties and shall, after such conveyance, immediately become responsible for all maintenance, operation and such additional construction of improvements as may be authorized by the Association's Board of Directors, subject to this Declaration. The Common Properties shall also be conveyed subject to all easements and restrictive covenants of record at the time of conveyance and the rights that others may have, as referred to in Section 10.01, to use certain Common Properties.

Section 10.03. Extent of Members' Easements. The easements of enjoyment created hereby shall be subject to the following:

- A. The right of the Association, in accordance with its bylaws, to place mortgages or other encumbrances on the Common Properties as security for borrowings by the Association;
- B. The right of the Association, in accordance with its bylaws, to take such steps as are reasonably necessary to protect Common Properties against foreclosure;
- C. The right of the Association, in accordance with its bylaws, to suspend the voting rights and easements of enjoyment of any member, lessee or guest of any member for any period during which the payment of any assessment against the property owned by such member is delinquent, and for any infraction of its published rules and regulations, it being understood that any suspension for either nonpayment of any assessment or a breach of the rules and regulations of the Association shall not constitute a waiver or discharge of the member's obligation to pay such assessment, and provided that the Association shall not suspend the right to use any roadways belonging to the Association, if any, although such use shall be subject to the rules and regulations established by the Association for such use;
- D. The right of the Association, in accordance with its bylaws, to charge reasonable user, admission or other fees for the use of the Common Properties and any facilities included therein, it being understood that this right of the Association allows it to have fees and charges apply to any member, guest or lessee;
- E. The right of the Association, in accordance with its bylaws and subject to these Covenants, to place any reasonable restrictions upon the use of the Common Properties shown on the plat as being within the Subdivision, subject to an owner's or lessee's right of ingress and egress, including, but not limited to, the types and sizes of the vehicles permitted to use the pathways and access routes, the maximum and minimum speeds of vehicles using said routes, and all necessary traffic and parking regulations; and the fact that such restrictions on the use of the access routes shall be more restrictive than the laws of a state or local government shall not make such restrictions unreasonable;

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- F. The right of the Association, in accordance with its bylaws, to adopt and publish rules and regulations governing the use of the Common Properties, and the conduct of Members, their lessees or guests, and to establish penalties for the infraction of such rules and regulations;
 - G. The right of the Developer or the Association in accordance with its bylaws to dedicate or transfer to any public or private utility company, utility or drainage easements on, over or under any part of the Common Properties;
 - H. The right of the Association, in accordance with its bylaws, to give or sell all or any part of the Common Properties including a leasehold interest, to any public agency, public authority, public service district, utility company or private concern for such purposes and subject to such conditions as may be agreed to by the members, provided that no such gift or sale or determination as to the purposes or as to the conditions thereof shall be effective unless such gift, sale or determination as to purposes and conditions shall be authorized by the affirmative vote of at least two-thirds (2/3) of the total number of votes which may be voted by all the members regardless of class, present or represented by proxy, at a meeting called for such purposes, with a quorum being present; and notwithstanding the foregoing, such a vote to give or sell as contemplated by this paragraph shall not be effective without the written consent of the Class B member, so long as there is a Class B member with voting rights, as set forth herein;
 - I. A true copy of such resolution together with a certificate of the results of the vote taken thereon shall be made and acknowledged by the President or Vice President and Secretary or Assistant Secretary of the Association, and such certificate shall be annexed to any instrument or dedication or transfer affecting the Common Properties prior to the recording thereof; and such certificate shall be conclusive evidence of authorization by the members of the Association;
 - J. Restrictions and limitations affecting all property of the Subdivision as set forth in these Covenants; and
 - K. The rights that others may have, as referred to in Section 10.01 to use certain Common Properties.

Section 10.04. Easements of Joint Owners. In those instances where a lot or dwelling unit is owned by two (2) or more entities or persons (who do not have the relationship of spouse, parent or minor child, one to the other) or by a trust, corporation, partnership or any other form of legal entity, such owners, trust, corporation or partnership or other entity shall annually appoint by written designation one (1) person as the "primary member." Such primary member shall have the same easement of enjoyment of Common Properties as members who own or occupy such property singularly. The remaining members, fiduciaries, beneficiaries, officers or partners (in a number not to exceed six (6)) shall be entitled an easement of enjoyment subject to the limitations set forth in this Declaration in the Common Properties, by each paying to the Association annually an amount equal to ten percent (10%) of the annual assessment charged against the property owned by such persons, trusts, partnership, corporation or entity. This provision shall not apply to primary family members (husband, wife, son, stepson, daughter or step-daughter), subject to a maximum of two (2) primary families per dwelling unit or lot.

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ARTICLE XI
[Covenants for Assessments]

Section 11.01. Creation of the Lien and Personal Obligations for Assessments. Each owner, except the Developer, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Developer or the Association as provided below the following:

- A. Annual assessments or charges; and
- B. Special assessments or charges for the purposes set forth in this Article.

Both of these assessments are to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment is made. Each such assessment, together with interest thereon at a rate per annum equal to ten percent (10%) from the date of delinquency until collected (unless waived by the Board), and the costs of collection thereof, including reasonable attorneys' fees, shall also be the personal obligation of the owner of such real property at the time when the assessment first becomes due and payable. In the case of co-ownership of a lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment, interest, penalties and costs of collection. If an assessment is not paid within forty-five (45) days after the due date, such assessment shall then be delinquent and interest shall be added to the amount as provided herein and a penalty in an amount to be determined annually by the Board of Directors of the Association and consistently applied shall be added to such assessment, and further, the Association may bring an action at law against the owner personally, and there shall be added to the amount of such assessment the Association's actual attorneys' fees and disbursements related to such action. In the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and such actual attorneys' fees and disbursements together with the costs of the action. Unless otherwise provided by the Board of Directors, annual assessments shall be due and payable on or before the first day of the calendar year for which the assessment is due.

Section 11.02. Purpose of the Assessments and Payment to Developer. Notwithstanding any provision contained herein, until such time that the Developer has in fact conveyed to the Association all of the Common Properties, all assessments of any nature provided for herein shall be due and payable to the Developer and all rights hereby established on behalf of the Association, including all remedies in event of default by an owner, shall accrue to the benefit of the Developer. The assessments levied by the Association or the Developer shall be used exclusively for the improvement, landscaping, replacement, maintenance, repair, enhancement, enlargement and operation of the recreational amenities, roadways, paths, tunnels, boardwalks, bridges, security systems, patrols and gates, insect control, vegetation control, drainage systems and similar purposes which are for the benefit of property owners, including Common Properties, and to provide all services which the Developer or Association is authorized to provide hereunder, including, but not limited to, payment of taxes and insurance, cost of labor and equipment, erosion control devices, materials, management supervision, accounting and property owner information services, repayment of loans and such other action as is necessary to carry out its authorized functions. Such assessments shall not be used to maintain or repair any property not belonging to the Association comprising a portion of the Common Properties.

Section 11.03. Application of "Maximum" Assessment. The annual assessments, as set forth in the schedule hereinbelow, and as annually increased pursuant to the provisions of subparagraph C below,

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shall be levied by the Association or by the Developer pursuant to Section 11.01. If, however, the Board of Directors of the Association, by majority vote, determines that the important and essential functions of the Association may be properly funded by annual assessments less than those set out below, it may levy such lesser assessments. However, so long as the Developer is engaged in the development of properties which are subject to the terms of this Declaration, the Association may not reduce annual assessments below those set out in subparagraph A below without prior written consent of the Developer. The levy of annual assessments less than the maximum regular annual assessments in one year shall not affect the Board of Director's right to levy the maximum regular annual assessments in subsequent years. If the Board of Directors shall levy less than the maximum regular annual assessments for any assessment year and if thereafter, during such assessment year, the Board of Directors shall determine that the important and essential functions of the Association cannot be funded by such lesser assessments, the Board may, by majority vote, levy supplemental assessments.

- A. The maximum regular annual assessment shall be the sum determined by the Board of Directors of the Association. The regular annual assessment for the year ending December 31, 1998 is Four Hundred and No/100 Dollars (\$400 .00), payable annually. Upon the purchase of any lot in the Subdivision, such assessment shall be prorated as of the time of such purchase based on the calendar year.
- B. All assessments charged by the Association shall be rounded to the nearest dollar.
- C. From and after January 1, 1999, the maximum regular annual assessment for improved lots and for unimproved lots may be increased, adjusted or reduced from year to year by the Board of Directors of the Association as the needs of the property, in the Board of Director's sole judgment, may require.

A Twenty-five and No/100 Dollars (\$25.00) late charge shall be added to any such assessment if the annual payment is more than forty-five (45) days delinquent.

Section 11.04. Special Assessments for Improvements and Additions. In addition to the maximum regular annual assessment authorized by Section 11.03 hereof, the Association may also levy special assessments against the property owners for the following purposes:

- A. Construction or reconstruction, repair or replacement of capital improvements upon the Common Properties, including the necessary fixtures and personal property related thereto;
- B. Additions to the Common Properties;
- C. Facilities and equipment required to offer the services authorized herein; and
- D. Repayment of any loan made by the Association to enable it to perform the duties and functions authorized herein.

The proportion of each special assessment to be paid by the owners of the assessable property shall be equal to their respective proportions of the annual assessments made for the assessment year during which such special assessments are levied.

doesn't say
except
Developer

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Section 11.05. Reserve Funds. The Association may establish reserve funds from its annual assessments to be held in reserve in an interest bearing account or in obligations of the United States, State of Mississippi or any agency of either, or in Triple-A debt, or in prime commercial paper with a maturity of not more than nine (9) months, as a reserve for (i) major rehabilitation or major repairs, (ii) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (iii) recurring periodic maintenance, and (iv) initial costs of any new service to be performed by the Association.

Section 11.06. Date of Commencement of Annual Assessments. Notwithstanding anything in the foregoing to the contrary, the annual assessments provided for herein shall commence effective January 01, 1998. The annual assessment for the remainder of the year 1998 shall be due and payable on the date the lot is purchased.

Section 11.07. Duties of the Board of Directors of the Association. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot, in accordance with the assessment schedule as provided hereinabove, and shall at that time direct the preparation of an index of the properties and assessments applicable thereto which shall be sent promptly to every member subject thereto.

The Association shall upon written demand from any owner at any time furnish to such owner liable for any assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence against all but the owner of payment of any assessment therein stated to have been paid.

Section 11.08. Subordination of the Lien of Mortgage or Deed of Trust. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed upon the properties subject to assessment; provided, however, that such subordination shall apply only to the assessments occurring subsequent to the date such mortgage or deed of trust becomes of record and, provided further, that upon a sale or transfer of such property pursuant to foreclosure, or any other proceeding or deed in lieu of foreclosure, the title acquired by the purchaser of such property shall be subject to the lien of such subsequent assessments.

Section 11.09. Exempt Property. The following property, individuals, partnerships, or corporations subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- A. The Developer and any lot(s) owned by the Developer;
- B. The grantee in conveyances made for the purpose of granting utility and drainage easements;
- C. The Common Properties;
- D. Property which is used in the maintenance and service of facilities within Common Properties, or by nonprofit, governmental or charitable institutions; and
- E. Lots owned by approved builders and contractors, as designated by the Developer in accordance with Section 3.26 of the Declaration, during the calendar year 1998 only.

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Section 11.10. Annual Statements. The President, Treasurer or such other officer of the Association as may have custody of the funds of the Association, within ninety (90) days after the close of each fiscal year of the Association, shall prepare and execute general itemized statements as of the close of such fiscal year showing the actual assets and liabilities of the Association, and a statement of revenues, costs and expenses. The name of any creditor to which an amount of more than Two Hundred Fifty and No/100 Dollars (\$250.00) is owed by the Association shall be set out in such statement. The Association shall furnish to each member of the Association who may make a request therefor in writing, a copy of such statement within thirty (30) days after receipt of such request. Such copies may be furnished to the member either in person or by mail.

Section 11.11. Annual Budget. The Board of Directors of the Association shall cause to be prepared and make available to all members at the office of the Association at least sixty (60) days prior to the first day of the following fiscal year, a budget outlining anticipated receipts and expenses for such fiscal year. The financial books of the Association shall be available for inspection by all members at the office of the Association at all reasonable times.

ARTICLE XII [Functions of Association]

Section 12.01. Ownership and Maintenance of Common Properties. The Association shall be authorized to own and/or operate and maintain Common Properties and equipment, furnishings, and improvements devoted thereto. Land included in Common Properties shall be used in the manner set forth by the Developer and/or the Association.

Section 12.02. Services. The Association shall be authorized, but not required, to provide the following services:

- A. Employment of a manager, an independent contractor or such other employees as are necessary to perform services for the Association;
- B. Cleanup and maintenance of all roadways, road medians and Common Properties within the Property and also all public properties which are located within or in a reasonable proximity to the Property such that their deterioration would affect the appearance of the Property as a whole;
- C. Landscaping and landscape maintenance of roadways, sidewalks, walking and bicycle paths, access routes and any Common Properties;
- D. Lighting of roadways, sidewalks and paths through the Property;
- E. Insect and pest control to the extent that it is necessary and desirable in the judgment of the Board of Directors of the Association;
- F. Legal and scientific resources for the improvement of air and water quality within the Property;

- G. Construction of improvements on Common Properties as may be required to provide the services and equipment as authorized in this Article;
- H. Administrative services including but not limited to legal, accounting and financial services, and communication services informing members of activities, notice of meetings, referenda and other matters incident to the above listed services;
- I. Liability and hazard insurance covering improvements and activities on the Common Properties;
- J. Water, sewage and any necessary utility services not provided by a public body, private utility or the Developer;
- K. Exercise of any rights reserved by the Developer and transferred by the Developer to the Association, including but not limited to all rights and functions of the Developer under the General Covenants; and
- L. Taking of any and all actions necessary in the discretion of the Board of Directors of the Association to enforce this Declaration and all other covenants and restrictions affecting the properties of the Association and to perform any of the functions or services delegated to the Association in this Declaration or other covenants or restrictions or authorized by the Board of Directors.

Section 12.03. Reduction of Services. The Board of Directors of the Association shall periodically define and list a minimum level of services of the sort described in Section 12.02 to be furnished by the Association in any given year.

Section 12.04. Obligations of the Association. The Association shall not be obligated to carry out or offer any of the functions or services specified by the provisions of this Article. The functions and services to be carried out or offered by the Association at any particular time shall be determined by the Board of Directors of the Association or set forth in the bylaws, taking into consideration the funds available to the Association and the needs of the members of the Association.

Section 12.05. Mortgage and Pledge. The Board of Directors of the Association shall have the power and authority to mortgage the property of the Association and to pledge the revenues of the Association as security for loans made to the Association to perform its authorized functions. The Developer may make loans to the Association, subject to approval by the Developer of the use to which such loan proceeds will be put and the terms pursuant to which such loans will be repaid. Notwithstanding anything in this Declaration to the contrary, the Association shall not be allowed to reduce the limits of the maximum regular annual assessments at any time there are outstanding any amounts owing the Developer from loans made by the Developer to the Association.

Section 12.06. Transfer of Authority. This Declaration provides the Developer with various controls and rights, to be exercised (if at all) at the discretion of the Developer. This Declaration further provides that any of the Developer's rights and powers set forth herein may be specifically assigned to the Association. In the event that such powers are assigned of record to the Association, the Association shall

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promptly provide for appropriate procedures to perform its obligations pursuant to the powers transferred to it.

ARTICLE XIII

[Architectural Control by Association]

Section 13.01. Board. Upon assignment of the architectural control function by the Developer to the Association, the Association shall appoint an Architectural Review Board composed of three (3) people, all of whom shall be appointed by the Board of Directors of the Association. At least one (1) member of the Association other than the officers, employees or agents of the Developer shall be a member of the Architectural Review Board. The Board of Directors of the Association may establish the rules of procedure for the Architectural Review Board in connection with the General Covenants.

Section 13.02. Architectural Review and Approval for the Property. Upon assignment by the Developer of architectural control functions to the Association with respect to any lot within the Subdivision, the Architectural Review Board shall function to ensure compliance with the restrictions set forth herein and shall in all respects with regard to such lot succeed to the powers of the Developer with respect to architectural review and approval. The Architectural Review Board shall have the general rights of enforcement as set forth in this Declaration, including without limitation the right to enjoin violations.

Section 13.03. Transfer of Architectural Review and Approval for the Property. The Developer may assign its architectural control functions as provided in this Declaration, including those set forth in Article V, at any time. The Association shall be required to accept such assignment and comply with the provisions contained in this Declaration. Thereafter, all architectural control functions of the Developer as provided in this Declaration shall be performed by the Association.

ARTICLE XIV

[Amendment of Declaration]

Section 14.01. Amendment by Developer. The Developer reserves the right unilaterally to amend this Declaration, and to do so at such time, and upon such conditions, in such form and for such purposes as it, in its sole discretion, shall deem appropriate by preparing and recording an amendment hereto; provided, however, that this right of unilateral amendment shall expire after all lots included herein or hereafter added by Developer pursuant to Section 2.02 have been sold to owners other than the Developer, or fifteen (15) years from the date of the recording of this Declaration, whichever shall first occur, after which time this Declaration may be amended only in the manner set forth in Section 14.02 below.

Section 14.02. Amendment by Association. After the expiration of the right of the Developer to unilaterally amend this Declaration as provided in Section 14.01 above, amendments to this Declaration may be proposed by either the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by an affirmative vote of members of the Association entitled to vote not less than a majority of the votes entitled to be cast by all members, regardless of class, as provided in the Declaration, the Association's Articles of Incorporation and Bylaws, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to the Declaration being proposed by the said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the

Association or, in the absence of the President, such other officer of the Association, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary of the Association to give each member written or printed notice of such special meeting, stating the time and place thereof; and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than fifty (50) days before the date set for such special meeting. Such notice shall be given to any institutional mortgagee of record who requests such notices and provides an address therefor to the Association. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at the member's mailing address as it appears on the records of the Association, the postage thereon being prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such special meeting, the amendment or amendments proposed must be approved by the affirmative vote of members of the Association entitled to vote by not less than two-thirds (2/3) of the total number of votes which may be voted by all of the members, regardless of class, present or represented by proxy at a meeting called for such purposes, with a quorum being present. Thereupon, such amendment or amendments to the Declaration shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted and the original or executed copy of such amendment or amendments so certified and executed with the same formalities as a deed shall be recorded in the office of the Chancery Clerk of Lamar County Mississippi, within twenty (20) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording identifying the Declaration. Thereafter, a copy of said amendment or amendments, in the form in which the same were placed of record, shall be delivered to all of the owners, but mailing or delivering a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. The written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.

ARTICLE XV [General Provisions]

Section 15.01. Duration. All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not limited to, the successors in interest and assigns, if any, of the Developer for a period of thirty (30) years from the execution date of the Declaration, after which time all said covenants shall be automatically extended for successive periods of ten (10) years each, unless changed in whole or in part by an instrument approved by the affirmative vote by members, regardless of class, present or represented by proxy at a meeting called for such purposes in accord with Article XIV.

Section 15.02. Enforcement. This Declaration shall be enforceable by the Association, the Developer, the Architectural Review Board, or any member of the Association by a proceeding at law or in equity against any person or persons violating or attempting to violate or circumvent any covenant or restriction, either to restrain violation of or to recover damages, and to enforce any lien created by this Declaration. Failure by the Association or any member or the Developer to enforce any covenant or restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right of any of the foregoing to enforce same thereafter.

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Section 15.03. Interpretation. The Board of Directors of the Association shall have the right to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and the determination of the Board of Directors shall be final and binding.

Section 15.04. Severability. Should any covenant or restriction herein contained, or any article, section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof; such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 15.05. Authorized Action. All actions which the Association is allowed to take under this instrument shall be authorized actions of the Association in the manner provided for in the Articles of Incorporation and Bylaws of the Association, unless the terms of this instrument provide otherwise.

Section 15.06. Notice. Any notice required to be sent to any member under the provisions of this Declaration shall be deemed to have been properly sent, and notice thereby given, when mailed, with the proper postage affixed, to the address of such member appearing on the Association's membership list not less than thirty (30) days prior to the date of the meeting at which any proposed action is to be considered. Notice to one or more co-owners or cotenants of a lot shall be considered notice to all co-owners or cotenants. It shall be the obligation of every member to immediately notify the Secretary of the Association in writing of any change of address. Any person who becomes a member following the first day of the calendar month in which said notice is mailed shall be deemed to have been given notice if notice was given to the member's predecessor in title.

Section 15.07. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer contemplated under this Declaration, the Developer shall not be liable to an owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an owner or such other person and arising out of or in any way relating to the subject matter of any such review, acceptance, inspection, permission, consent, or required approval, whether given, granted, or withheld.

Section 15.08. Termination of Association. In the event that this Declaration is declared to be void, invalid, illegal or unenforceable in its entirety, or in such a significant manner that the Association is not able to function substantially as contemplated by the terms hereof, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, or if the members of the Association should vote not to renew and extend this Declaration as provided for herein, all Common Properties owned by the Association at such time shall be transferred to a Trustee appointed by the Chancery Court of Lamar County, Mississippi, which Trustee shall own and operate said Common Properties for the use and benefit of owners within the Property as set forth below:

- A. Each owner of any lot shall be subject to an annual assessment which shall be paid by the owner to the Trustee. The amount of such annual assessment and its due date shall be determined by the Trustee, in accordance with the provisions of Article XI.
- B. The Trustee shall be required to use the funds collected as annual assessments for the operation, maintenance, repair and upkeep of the Common Properties as provided in this

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Declaration. The Trustee may charge as part of the cost of such functions the reasonable value of its services in carrying out the duties herein provided. The Trustee shall not have the obligation to provide for the operation, maintenance, repair and upkeep of the Common Properties once the funds provided by the annual assessments have been exhausted.

Section 15.09. Other Property Not Subject to Declaration. This Declaration shall not apply to or affect any other property owned by the Developer or located adjacent to or contiguous to the property which is not specifically subjected to this Declaration by the Developer by written instrument recorded in the public records.

Section 15.10. Additional Restrictions. The Developer hereby reserves the right to add additional restrictive covenants in the future which may apply to any portion of the property which has not been conveyed by the Developer to any grantee.

Section 15.11. Successors to Developer. The Developer reserves the right to assign to the Association or to any other entity any of its rights or functions reserved in these Covenants including, but not limited to, its rights to approve (or disapprove) plans and specifications of proposed improvements, its right to amend this Declaration and its rights of enforcement.

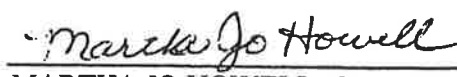
Section 15.12. Captions. The captions in this Declaration are for convenience only and are not a part of this Declaration and do not in any way limit or amplify the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the date first above written.

JMJ PROPERTIES, a Mississippi general partnership



JOSH MORRIS, General Partner



MARTHA JO HOWELL, General Partner

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STATE OF MISSISSIPPI

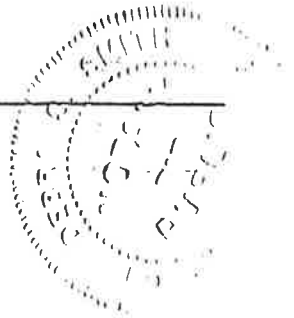
COUNTY OF Lamar

Personally appeared before me, the undersigned authority in and for the above county and state, on this 28th day of June 1998, within my jurisdiction, the within named **JOSH MORRIS and MARTHA JO HOWELL**, who acknowledged that they executed the above and foregoing instrument in their individual capacities and as all the partners of the JMJ PROPERTIES, a Mississippi general partnership.

My commission expires:

[Signature]
Notary Public

[affix seal]



Notary Public State of Mississippi At Large
My Commission Expires: September 8, 2001
Bonded Thru Helden, Brooks & Garland, Inc.

CERTIFICATE OF FILING AND RECORDING
STATE OF MISSISSIPPI - LAMAR COUNTY
WAYNE SMITH, CHANCERY CLERK
Land Deed BOOK 138 PAGE 617
INDEXED / RECORDED / ABSTRACTED /
Rose Train D.C.

Shadow Ridge

Golf Community

Design

Guidelines

Shadow Ridge Golf Community

DESIGN GUIDELINES

ADOPTED FEBRUARY .2004

APPROVED: _____
SHADOW RIDGE POA PRESIDENT

SECTION ONE
Introduction

SHADOW RIDGE SUBDIVISION DESIGN GUIDELINES

Shadow Ridge Design Guidelines are intended to *serve* as the reference for design concepts for all improvements, structures and landscapes proposed and/or constructed within Shadow Ridge. In order for the community to reach its full potential, all property owners and their contractors and builders are required to adhere to the provisions and restrictions set forth in the Shadow Ridge Restrictive Covenants and these Guidelines.

The purpose of Shadow Ridge Design Guidelines:

- To create and maintain value of properties and improvements within the neighborhood
- To establish and maintain commonality among neighboring home sites within the neighborhood
- To maintain continuity in design, construction methods and quality of materials applied to improvements within the neighborhood
- To preserve the natural contour of the land as well as the canopy of existing trees within the neighborhood
- To provide for the organized development of the neighborhood
- To establish and maintain environmental safeguards

SECTION TWO

Architectural Review Process

An architectural review board (ARB) has been established to evaluate all proposed structures and landscapes to be constructed within Shadow Ridge. The Architectural Review Board shall review all proposed projects for approval or rejection pursuant to these Guidelines, Shadow Ridge Restrictive Covenants and other applicable rules and regulations.

CONCEPTUAL SKETCH REVIEW

A sketch or rendering illustrating the design concept for the proposed structure(s) and landscape should be submitted to the ARB. This initial review process provides opportunity to evaluate general plans, design concepts and site preparation before significant expense for architectural plans, surveys, etc. is incurred.

APPROVAL PROCESS:

1. SUBMIT NON-REFUNDABLE APPLICATION FEE.
2. REVIEW THE SHADOW RIDGE DESIGN GUIDELINES AND SHADOW RIDGE RESTRICTIVE COVENANTS.
3. SELECT DESIGN CONSULTANTS / GENERAL CONTRACTOR
4. OBTAIN A SURVEY

Unless fully or partially waived by the ARB, Owners are required to employ a registered surveyor to obtain a complete survey showing:

Existing roads, utilities, and other improvements.

Location and width of easements and setback lines, if applicable.

Existing topographic contours at 1'0" interval indicating elevation above sea level.

Location and type of all existing trees larger than 3" in diameter at 4' 0" above grade.
Trees to be removed marked with optic orange tape.

Property lines with bearings and distances and locations of corner markers.

Existing ditches, streams, drainage ways and drainage structures.

North arrow and architectural scale.

Title with name of legal owners, seal and surveyor's number.

5. SITE EVALUATION

To preserve existing trees and landscape elements which are complimentary to the structures proposed?

To accommodate necessary drainage swales or ditches requiring unimpeded flow.

To locate driveways and walks to preserve trees and other natural features.

To locate utility corridor.

6. PRELIMINARY ARCHITECTURAL REVIEW AND APPROVAL:

Schematic drawings of the design will be submitted to the Review Board. This allows the Board to make recommendations without final Working Drawing revisions.

- a. Specify the proposed siding material, roof material, exterior paint or stain (type and color) for all exterior surfaces;
- b. Schematic Drawings.
 - (1) Site plan showing:
 - * North arrow.
 - * Property lines with dimensions and bearings.
 - * Existing and proposed contours.
 - * Location of all trees over 3" in diameter at 4' 0" height from grade. Trees to be removed shall be so noted.
 - * Location of dwelling upon lot showing exterior walls, roof lines and deck lines.
 - * First floor elevation (FFE) indicated.
 - * Construction limits shown.
 - * Structure(s) positioned within property lines as proposed.

- * Drives and walks proposed.
- (2) Floor plan at minimum 1/8" = 1' 0" scale with:
 - * Room use labeled.
- (3) Elevations at 1/8" = 1' 0" scale:
 - Show all elevations from grade.
 - Show proposed siding material, doors, windows,
 - Show proposed screens, walls, fences, etc. indicating type and location.

Note: At the time of preliminary submission, the corners of all structures should be staked on the lot in the proposed locations. Trees to be removed should be flagged with optic orange surveyor's tape.

7. **FINAL REVIEW AND APPROVAL:**

Submit two (2) copies of construction Documents and Specifications for final review. These drawings should verify that the Preliminary Design and recommendations by the Board have been followed and conform to the restrictive Covenants.

- a. Site Plan revised as required by preliminary review showing:
 - * Water service.
 - * Sewer service.
 - * Location, dimension, and materials for walks and driveways.
 - * Limits of construction activity (no grading, construction, traffic or storage of materials will be permitted beyond these limits).
 - * Exterior light location and type (no flood, bug lights or spotlights are allowed that create a noise or sight nuisance to adjacent property owners).
 - * Location of HVAC unit and trash receptacles with screening location for each.
 - * Utility meter location(s).

b. Planting Plan:

- * At 1" = 20' scale.
- * Planting beds showing variety, size, location, and quantity of plant materials.
- * Type and limits of sodden areas.
- * Irrigation Plan
- * Plant list with botanical name, quantity, common name, size, and specifications.

c. Foundation Plan:

- * At 1/4" = 1' 0" scale.
- * Footing details.
- * Framing details.

d. Floor Plan(s): At 1/4" = 1' 0" scale.

- * Room use labeled
- * All windows and doors with swings shown.
- * All overhangs of floors or roofs above shown as dashed lines.
- * All fixtures, cabinets, and appliances shown.

e. Elevations:

- * At 1/4" = 1' 0" scale.
- * Revised as required by preliminary review.
- * Show all elevations from grade.
- * Show siding material, doors, windows, plumbing, electrical elements,

Visible on elevation

- * Show screens, walls, fences, decks, gutters etc. indicating type and location.
- * Indicate overall height from grade to highest Ridge of roof.

f Sections:

- * Typical deck and railing details.
- * Typical fence or screening details at appropriate scale.

g. Roof Plan:

h. Additional Plans:

- * Schedules: moldings, doors, windows and lintels.
- * Electrical plans--include exterior lighting.
- * Plumbing plans
- * Mechanical Plans

8. **BUILDING PERMITS**

After approvals have been given by Shadow Ridge ARB, Plans and Specifications shall be submitted to the proper authorities for the final building permit. Before construction may begin, final building permits must be obtained from the proper authorities.

SECTION THREE
Site Planning, Design and Construction

NATURAL LOT RESTRICTIONS

No removal of trees larger than 3" in diameter at 4' 0" above ground level is permitted without prior approval of the Architectural Review Board.

MINIMUM BUILDING SET-BACKS

Set-Back standards govern both horizontal and vertical construction elements requiring foundations or footings. All building set-back limits are measured from and perpendicular to property lines. Variances from set-back limits may be allowed upon review by the ARB on a case-by-case basis. Consideration may be given to positioning of structures depending upon location of existing trees, topography, natural drainage corridors, and other elements which may be impacted by construction.

- 50' front yard set back
- 50' rear yard set back
- 15' side yard set back (estate lots & lots greater than 120' frontage)
- 10' side yard set back
- 50' side yard set back (street side / corner lots)
- Villa lot set backs established on case-by-case basis

MINIMUM SQUARE FOOTAGE REQUIREMENTS FOR SHADOW RIDGE

Total of all heated and cooled areas shall not be less than the following (numbers in parentheses represent minimum requirements for ground floor):

<u># Stories</u>	<u>Villa Lots</u>	<u>Residential Lots</u>	<u>Estate Lots</u>
1	1700	2000	2600
1.5	1800 (1200)	2200 (1320)	2800 (1689)
2	2000 (1100)	2400 (1440)	3000 (1800)
2.5	N/A	3000 (1500)	3600 (1800)

BUILDING HEIGHT RESTRICTIONS

Structure height is governed by restrictive covenants. In no case shall a single-family home exceed two and one-half (2.5) heated and cooled stories in height above first living floor level or 35' above first living floor level at the maximum. Basements shall not count as a story. (See General Covenants for specific information).

Architectural treatment of the space between grade and the first living floor is discussed in Section Four.

OWNER'S ENCLOSED PARKING

A separate detached garage or utility/storage building will be permitted only if approved by the Architectural Review Board.

A garage is required. Minimum of two (2) cars and a maximum of four (4) cars.

Each garage shall have automatic door openers maintained in a useful working condition and shall be kept closed when not in use.

With the exception of corner lots, garage doors may not face the street unless approved by the ARB on a case-by-case basis.

SITE GRADING

Retaining walls may be constructed if necessary. Such retaining walls must reflect architectural compatibility with primary structure, be well-integrated with the site and be approved by the Architectural Review Board.

Runoff during construction must not cause damage to adjacent properties. If it is determined that erosion or surface runoff poses a problem, then erosion control devices such as temporary silt fences will be required throughout the construction process.

Diversion of runoff into existing natural swales is encouraged.

DETAILS OF EXTERIOR FEATURES

FENCING

Fences may be constructed if approved as to size, location, style and material by the Architectural Review Board.

Attached to a structure, the fence is considered an architectural extension of the primary structure and should be constructed at the same time as the primary structure and with related or identical materials.

Fences adjacent, but not attached, to a primary structure should be constructed of similar, though not identical, materials and may be constructed subsequent to the primary structure.

Generally, fences shall not be greater than forty-two (42) inches in height. Fences for pools, patios or courtyards may be up to six (6) feet in height upon approval by ARB and must be incorporated architecturally with the home and be directly adjacent or attached to the home.

Chain link or any other wire fences shall not be permitted. Wood, brick, stucco, wrought iron or similarly approved fence or privacy screen may be constructed upon approval of the Architectural Review Board.

DRIVEWAYS

All driveways and parking areas shall be surfaced with concrete, brick pavers, or similarly approved material. Asphalt is prohibited. Minimum driveway width shall be twelve (12) feet with minimum depth (thickness) of six (6) inches. All driveways shall be constructed of approved material and reinforcements providing minimum load capacity of 3000 psi. Minimum walkway width shall be four (4) feet with minimum depth (thickness) of four (4) inches. All forming material must be properly removed fully back-filled to prevent erosion and to allow for placement of landscape material level with top of drives and walks. Variances as to size and location of drives and walks are subject to approval of Architectural Review Board.

LIGHTING

Outdoor lighting will be reviewed to assure that neighboring properties are protected from the view of bright light sources. Illumination must be only bright enough to provide for the safe traverse of steps and paths. Whenever possible, functionally required lighting should be integrated into such features as steps, handrails, posts and curbs.

Landscape lights should be unobtrusive in appearance or hidden from view. Lighting along driveways and paths must have a mounting height no greater than three feet and use no more than 60 watt incandescent lamps. Exterior light fixtures on homes must be of a baffled design and not create a nuisance for adjoining property owners. No color lens or lamps will be allowed.

DECKS, PATIOS AND PORCHES

Lawns, gardens and terraces should be designed to be an extension of the architecture.

Paving materials used should be consistent with or complement the architecture of the primary structure. Natural materials such as brick, stone, wood, or concrete are recommended.

Decks having exposed space underneath shall be properly screened with the exterior siding

material approved for the home or other material approved by the ARB.

SWIMMING POOLS

The size, shape, and sitting of swimming pools or other water features is subject to approval by the Architectural Review Board.

Pool and equipment enclosures must be architecturally related to the primary structure in placement, materials and detail.

The form and configuration of pool should reflect the architectural character of the residence.

Due to the potential disruption of natural features, the ARB will review all proposed pools on an individual basis. No above ground pools will be allowed.

GAZEBOS, ARBORS & TRELLISES

The form and configuration of such structures shall reflect the architectural character of the home. Such structures must be constructed and finished with materials compatible with the design of the home.

TRASH RECEPTACLES

Trash / Garbage containers shall be kept in a clean and sanitary condition and screened from view except during refuse collection times.

MAILBOXES

Mailboxes and house numbering graphics will be a standard design throughout the community. Design and location will be provided by the Developer.

SECTION FOUR

Architectural Standards for Design and Construction

The following section outlines architectural features and building materials.

It is desired and intended that all the homes of Shadow Ridge complement each other and meet the standards relating to style, scale, materials, craftsmanship and construction methods conducive to the intents and purposes of these guidelines and covenants.

FOUNDATIONS

No exposed foundation walls or crawl spaces are allowed. Foundations and crawl spaces must be screened from view by the approved finish building materials which shall be taken to finish grade level on all sides.

EXTERIOR WALLS

COLOR

Continuity and consistency of exterior color materials is encouraged. Natural / Earth tones are encouraged. Primary colors are discouraged. No color extremes will be permitted.

MATERIALS

The approved finish building materials shall be applied consistently to all sides of the exteriors of primary structures and approved detached buildings.

Recommended materials are brick, stone, stucco or wood or other material approved in writing by the Architectural Review Board.

Synthetic "stucco" applications or EIFS products are prohibited.

No simulated brick, stucco or stone will be permitted.

No exposed concrete walls or block will be permitted.

No aluminum siding, soffit, or other aluminum exterior cladding will be permitted.

No vinyl siding, soffit, or other vinyl exterior cladding will be permitted.

No unstained or unpainted siding or trim will be permitted.

WINDOWS AND DORMERS

Proper scale and proportion are required.

All windows shall be wood, vinyl-clad wood or aluminum-clad wood windows of character and quality approved by ARB.

Reflective glass is prohibited.

SHUTTERS

Shutters, proportioned to fit windows, which provide protection and control of climatic conditions, are allowed. Vinyl products are prohibited.

DOORS

The following doors are acceptable. Other types shall be approved by the Architectural Review Board.

1. Wood doors with divided glass panels.
2. Wood doors with glass and/or wood panels;
3. Raised wood panel door;
4. Wood door with horizontal louvers;
5. Wood framed solid glass door;
6. Embossed panel insulated metal doors are permitted only if installed out of view and sight from street.

ROOF DESIGN

The following roof designs are permitted:

Hip, gable, and hipped gable.

No flat roofs will be permitted unless approved by the Architectural Review Board.

No "A" frame roofs will be permitted.

No geodesic domes will be permitted.

No inconsistent or random arrangement of roof lines will be permitted.

No towers or turrets will be permitted unless approved by the Architectural Review Board.

Roof pitch is to be subject to approval by Architectural Review Board. Extreme roof pitches are not allowed.

MATERIAL

Roofing may be textured, architectural type asphalt composite shingles, cedar shakes, terra cotta tiles, slate or other natural roofing materials. Materials designed to imitate natural materials may be used if approved by the Architectural Review Board.

Corrugated metal roofs are not permitted.

PENETRATIONS

No roof penetrations, for plumbing or heating vents, fans, etc., shall be placed on the front (entry) side of the roof. A minimum roof penetration is encouraged and all protruding elements shall be painted the same color as the roof covering.

CHIMNEYS

No exposed pre-fabricated chimney flue pipes will be permitted. Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone or stucco. If the fireplace is a metal, (self-insulated) type with a metal spark arrestor at the top of the chimney, it must be enclosed by a material approved in advance by the Architectural Review Board.

MECHANICAL EQUIPMENT

Air conditioning units / mechanical equipment must be screened from view.

No window air conditioning units shall be permitted.

INTERIOR DESIGN AND CONSTRUCTION

All building interiors shall reflect the aesthetic quality and permanence displayed in the architectural character of the exterior design. In its review, the Architectural Review Board shall consider the functional layout of the floor space and the quality of the finish materials and accessories.

Drapes, curtains and shutters or any other similar element seen from the exterior shall be compatible in color and style with the exterior of the building.

PLAY STRUCTURES

All basketball backboards and any other fixed and play structures are subject to approval by Architectural Review Board and shall be located at the side or rear of the building. Tree houses or platforms of a like kind or nature shall not be constructed without prior written approval of the Architectural Review Board.

LAWN ACCESSORIES

No bird baths, frog ponds, flag poles, lawn sculpture, artificial plants, birdhouses, rock gardens or similar accessories or lawn furnishings are permitted in any front lawn and ARB approval is required for placement of such items in side or rear lawn spaces.

SECTION FIVE

Landscaping

Landscaping is required. All landscaping is required to be completed according to approved landscape plans within ninety (90) days of completion of construction of primary structure(s).

PLANTING NEW VEGETATION

PRELIMINARY PLANTING PLAN

A preliminary planting plan shall be prepared and submitted prior to initiation of construction Of primary structure.

The preliminary planting plan should indicate the use of various classifications of plants. These include:

1. Deciduous overstory trees.
2. Evergreen overstory trees.
3. Understory trees that normally form a canopy below the larger trees.
4. Evergreen and deciduous shrubs, of various heights.
5. Groundcover, annuals and perennials.
6. Sodded areas. Immediately after the construction of the primary structure(s) on a lot, all sodded areas of such lot shall be fully grassed by the application of solid sod, and not sprigged or partially sodded.
7. Mulched bed areas.

TREE PRESERVATION

The conservation of existing trees is required. Where necessary to raise the grade around an existing tree, soil should be prevented from coming in contact with the bark. If a tree is to survive, its roots, bark and leaves must be largely undamaged. Preserving trees necessitates preserving existing grade. Cutting within the driplines of the trees should be minimized. When it is necessary to lower the grade adjacent to a tree or group of trees, the cut should occur outside of the dripline.

Although the cost of building around trees may initially be more than on open land, the replacement of vegetation on a site can be costly and never looks quite the same. The Architectural Review Board requires that a landscape plan, incorporating existing trees, be submitted prior to initiation of

construction.

The following proposals will be denied:

1. Unwarranted removal of trees.
2. Intensive use of plants with forms or colors not native to the area.
3. Earth fill that threatens existing trees.

SECTION SIX

Final Considerations

CONSTRUCTION GUIDELINES

GENERAL

In the interest of maintaining an appealing image for residents and visitors, the construction process must be regulated.

Contact the Architectural Review Board for authorization prior to commencing work.

All contractors and contractor personnel are asked to abide by all OSHA rules and regulations

All accidents are to be reported to appropriate authorities as soon as possible after the occurrence.

No fires are allowed; no smoking in restricted areas.

Discharge of firearms and weapons is prohibited.

All construction vehicles must comply with applicable state laws regarding inspections, licensing and authorization for operation.

OTHER SERVICES

Electric, water, gas, telephone, CATV and sewer services are available. Applicable tap fees and monthly billings are charged for these services.

COMPLETION DEADLINE

Construction must be completed within twelve (12) months of initiation of construction. Failure to comply with completion deadline as a result of neglect, procrastination or other circumstances controlled by owner or his contractors will result in assessment of fines in the amount of \$2000 per month.

SITE REGULATIONS

For site protection, the following guidelines are required:

1. Construction must begin within 9 months after plan approval. Approved landscaping must be completed within 90 days of occupancy or completion of construction of

- primary structure
2. All reasonable means shall be taken during and after construction to protect and preserve all existing vegetation.
 3. Construction materials shall not be attached or adhered to trees during construction.
 4. Storage, temporary or otherwise, of equipment or materials is not permitted under the dripline (area on ground equal to limits of vegetation above) of trees. Storage should occur within driveway and parking limits of the site. Small construction trailers must be approved by the ARB.
 5. Sediment and erosion control provisions shall be employed during construction.
 6. All planting, fixtures, fencing and landscaping which is damaged during construction or after, by vehicles, fire or other cause on or off the site, including streets, shoulders and common areas, shall be repaired or replaced by the owner. The owner is responsible for the contractor's actions during construction.
 7. Any clearing, grading or building on the site without approval by the Board or any conduct in violation of law or these Covenants and Design Guidelines will result in suspension of work and denial of Shadow Ridge access to the contractor.
 8. During construction all trash, debris and waste shall be contained daily and kept neat. Burning of debris is not permitted. The Architectural Review Board reserves the right to clean the site as needed due to noncompliance, with the owner being assessed the cost of such work.

CONSTRUCTION REGULATIONS

Signs may be displayed for a period of twelve (12) months or until completion of construction, whichever shall first occur.

Reviews while construction is in progress will be conducted by the Architectural Review Board to ensure conformance with the approved drawings. Any drawings made during construction must receive approval by the Board prior to change. Major changes may require resubmission for final approval. Final inspection will be made after the contractor has completed construction, including all site work and landscaping, cleaned the site of debris, removed contractor signs and any temporary utilities, and notified the Board in advance of finish date.

Shadow Ridge and its agents assume no responsibility for reviewing construction in progress for compliance with any codes or with approved plans. The owner assumes full liability for failures of construction to comply with approved documents.

Contractors are responsible for the actions of their employees while in the Shadow Ridge Community. Harassment of residents and visitors is strictly forbidden.

Construction access will be allowed only between 6:00 am and 7:00 pm Monday through Friday and 8:00 am and 5:00 pm on week-ends.

The contractor must provide toilet facilities for the workers on the job site in a discreet location. Contractors must be properly licensed in the State of Mississippi and City of Hattiesburg and permits must be posted and protected from the weather. Tool and equipment sheds must be approved.

The construction site shall be kept as neat as possible and be cleaned up at the end of each day to prevent accumulation of debris.

Radios and similar devices will not be allowed on the job site or anything which creates possible noise nuisance for adjacent homeowners. The use of intoxicants and drugs is strictly prohibited. Anyone found in violation of same may be ejected from the premises.

Any contractor found to be in obvious nonconformance of these regulations may be denied access and work may be suspended.

The Developer specifically reserves the right to periodically issue such rules and regulations as it deems appropriate.

Note: All contractors shall comply with all applicable rules and regulations.

ARCHITECTURAL REVIEW BOARD

The Architectural Review Board is the point of contact for the property owner who plans to build. It has been established to provide standard review and promotion of quality design in keeping with the special qualities and conditions of Shadow Ridge.

All property owners are bound by the General Covenants. These provide for the preservation of the natural beauty of the property and its setting, maintenance of a pleasant and desirable environment, and establishment and preservation of a harmonious design for the community.

The Covenants provide that no building, fence, swimming pool, garage, paving materials of any nature or addition shall be erected, placed, or altered until the proposed plans, specifications, exterior color and finish, lot plan, building height, landscape plan and construction schedule shall have been approved in writing by the Architectural Review Board.

APPLICATION FORMAT

Each submission must be accompanied by the required information outlined in the "Approval Process" in order to be scheduled for review. The property owner and architect are encouraged to maintain communication with the ARB regarding plans submitted for approval.

APPLICATION FEE

A non-refundable fee of \$200.00 shall be submitted to the ARB with the submission of plans for review by the ARB.

EFFECT OF APPROVAL

Approval from the Architectural Review Board shall be dated and in writing. It shall be effective for commencement of construction for nine (9) months after the approval. If construction is not commenced within nine (9) months of approval, a new submission for final approval is required. In the event that approval of such plans is neither granted nor denied within sixty (60) days following receipt by the Architectural Review Board, said request shall be deemed approved without further action of the Board.

REASONS FOR DISAPPROVAL

Plans submitted for review, or any portion thereof, may be disapproved upon any grounds which are consistent with the objectives of the General Covenants and/or the Design Guidelines, including purely aesthetic considerations so long as such grounds are not arbitrary or capricious.

FUTURE IMPROVEMENT REVIEW

No modification of any existing building or landscape improvements may be undertaken without prior review and written approval of the Architectural Review Board. A request for review of the proposed improvements or modifications must contain:

1. Site plan of proposed location of improvements drawn to scale.
2. Letter of intent including description and purpose of improvements.
3. Material and color samples.

DAMAGE CONSTRUCTION

If a building, either under construction or completed, is damaged so that major reconstruction is required, intention for rebuilding should be communicated within 90 days to the Architectural Review Board.

BUILDING INSPECTION DEPARTMENT

This department issues permits for all structures including single family homes. Additionally, this department assigns the minimum building floor elevation, based on the flood insurance rate maps for each individual house. This department must also do periodic inspections during construction to see that the minimum building code standards are being met. Upon completion of construction and a prerequisite to occupancy, a final inspection is made and Certificate of Occupancy is required from this department.

RESTRICTIVE COVENANTS

These are recorded covenants and restrictions which apply specifically to the development of Shadow Ridge and which are designed to protect every property owner. They have been drafted to ensure the highest quality of life by establishing specified development standards for which each lot owner is legally responsible.

PROPERTY OWNERS ASSOCIATIONS

Each property owner is a member of Shadow Ridge Property Owners' Association and is subject to all rules, regulations and assessments of the Association.

ALL APPROVALS FROM THE ARCHITECTURAL REVIEW BOARD SHALL BE IN WRITING.

**MINUTES OF THE
REGULAR MEETING OF THE
BOARD OF ADJUSTMENT**

June 5th, 2024

Board Members Roll Call:

Members Present:

1. Bernard Green, Vice Chair
2. Jessica Cathey
3. Richard Conville
4. John Eye
5. Shawn Harris, Chair
6. Brandon E. Williams
7. Eric Boney
8. Herman Dungan
9. James Trussell

Members Absent:

1. Stacey Ready
2. James Hughes

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, Esq.
4. Jim Gladden, Esq.
5. Wiley Quinn

Chair Harris declared the Board of Adjustment meeting open and in session at 4:23 p.m.

AGENDA REVIEW

A motion was made to accept the agenda.

Motion:

Made by Mr. Conville to approve the agenda

Second:

Made by Brandon E. Williams

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris	X		
Brandon Williams	X		
Stacey Ready	X		
Eric Boney	X		
Herman Dungan	X		
James Trussell	X		
Bruce Betts			Absent
Jessica Cathy			Absent

MINUTES REVIEW

The minutes from April were discussed and no changes were made.

Motion:

Made by Brandon E. Williams

Second:

Made by Jessica Cathey

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville	X		
Bernard Green	X		
Shawn Harris	X		
Brandon Williams	X		
Stacey Ready	X		
Eric Boney	X		
Herman Dungan			Absent
James Trussell	X		
Bruce Betts			Absent
Jessica Cathy			Absent

PLANNING REPORT

Due to the meeting starting an hour late, the planning report was skipped for timeliness.

CHAIR'S REPORT

Due to the meeting starting late, the chair skipped the report for timeliness.

INTRODUCTIONS

Board of Adjustment members and Staff introduced themselves.

PUBLIC HEARING – Board of Adjustment

Item A:

Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request a variance from the minimum required zoning buffer of 60 ft for an I-1 (Light industrial) zoned property adjacent to a residentially zoned property (multi-family residential) to 10 ft. The request is for an expansion to a property located adjacent to 3000 West 7th Street. The request is also contingent upon a rezoning request for the property (PPIN 26407, Ward 1, Forrest County).

Discussion and Vote:

Staff introduced the case. Chris Bowen presented on behalf of the application.

Presented by:

1. Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Mr. Green to approve

Second:

Made by Ms. Ready

Vote:

Board Member	Yea	Nay	Other
John Eye		X	
Richard Conville	X		
Bernard Green	X		
Shawn Harris		X	
Brandon Williams	X		
Stacey Ready	X		
Eric Boney	X		
Herman Dungan			Absent
James Trussell	X		

Bruce Betts			Absent
Jessica Cathy			Absent

Item B:

Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request a variance from the maximum allowed fence height in a front yard of 4 feet to instead allow for an 8 ft fence for a proposed expansion to a property located adjacent to 3000 West 7th Street. The request is also contingent upon a rezoning request for the property (PPIN 26407, Ward 1, Forrest County).

Discussion and Vote:

Staff introduced the case. Chris Bowen presented on behalf of the application.

Presented by:

1. Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Mr. Trussell to approve with the condition to allow a fence that is consistent fencing on site.

Second:

Made by Mr. Green

Vote:

Board Member	Yea	Nay	Other
John Eye		X	
Richard Conville		X	
Bernard Green	X		
Shawn Harris		X	
Brandon Williams	X		
Stacey Ready	X		
Eric Boney	X		
Herman Dungan			Absent
James Trussell	X		
Bruce Betts			Absent
Jessica Cathy			Absent

Item C:

Hattiesburg Public School District, owner, and Hunter Andrews, engineer, request a variance from the minimum required zoning buffer of 20 ft for a B-2 (Neighborhood Business) zoned property adjacent to a residentially zoned property to 10 ft. The request is for a property that is bound by South Street to the east, and Stadium Drive to the West. The request is also contingent upon a rezoning request for the property (PPIN 26633, 26636, and 26632; Ward 2, Forrest County).

Discussion and Vote:

Staff introduced the case. Hunter Andrews presented on behalf of the application.

Presented by:

1. Hunter Andrews

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Mr. Conville to table until the next meeting, and requested a school representative attend the meeting.

Second:

Made by Mr. Green

Vote:

Board Member	Yea	Nay	Other
John Eye		X	
Richard Conville	X		
Bernard Green	X		
Shawn Harris	X		
Brandon Williams	X		
Stacey Ready	X		
Eric Boney	X		
Herman Dungan			Absent
James Trussell	X		
Bruce Betts			Absent
Jessica Cathy			Absent

Item D:

Hastings Pucket, owner, requests a variance from the minimum 5ft width sidewalk requirement for a B-5 zoned property to instead allow for a 0ft sidewalk (Section 7.6, Table 7.1, Subsection 7.6.1.1 LDC) for a proposed expansion located at 7128 US Highway 49, in Forrest County, Ward 2 (PPIN 9237, and 9216).

Discussion and Vote:

Staff introduced the case. Kevin Cochran presented on behalf of the application.

Presented by:

1. Kevin Cochran

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Mr. Green to approve

Second:

Made by Mr. Williams

Vote:

Board Member	Yea	Nay	Other
John Eye		X	
Richard Conville			Absent
Bernard Green	X		
Shawn Harris	X		
Brandon Williams	X		
Stacey Ready	X		
Eric Boney	X		
Herman Dungan			Absent
James Trussell	X		
Bruce Betts			Absent
Jessica Cathy			Absent

Item E:

John Anglin, engineer, and Craig Flanagan, representative, request a variance from the maximum allowed distance for a local street block length of 800 feet to instead allow for a block length of 1600 feet, for a proposed expansion of the Shadow Ridge Subdivision on a property located on Shadow Ridge Drive (Lamar County, Ward 3, PPIN 24500).

Discussion and Vote:

Staff introduced the case. John Anglin presented on behalf of the application.

Presented by:

1. John Anglin

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Green

Second:

Made by Commissioner Ready

Vote:

Board Member	Yea	Nay	Other
John Eye	X		
Richard Conville			Absent
Bernard Green	X		
Shawn Harris	X		
Brandon Williams	X		
Stacey Ready	X		
Eric Boney	X		
Herman Dungan			Absent
James Trussell	X		
Bruce Betts			Absent
Jessica Cathy			Absent

OTHER BUSINESS

No other business came before the Board of Adjustment.

Adjournment:

The meeting was adjourned at 6:59 p.m.

Motion:

Made by Bernard Green

Second:

Made by Eric Boney

Vote:

Board Member	Yea	Nay	Other
Shawn Harris	X		
John Eye	X		
James Trussell			Absent
Brandon E. Williams	X		
Eric Boney	X		
Richard Conville			Absent
Stacey Ready			Absent
Herman Dungan	X		
Jessica Cathey	X		

Bernard Green	X		
James Hughes			Absent

Shawn Harris, Chair

Cory Long, AICP, Planning Division Manager



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Nathan Satcher, Planner II, Cory Long, Planning Administrator, Wiley Quinn, Urban Development Director

cc: Ann Jones, Chief Administrative Officer

Date: Tuesday, July 2, 2024

Re: Approve a Contract between Forerunner Industries, INC. and the City of Hattiesburg for floodplain management software for \$20,000, effective October 1st, 2024, and authorize the Mayor to execute.
File Number: 2024-276
Minute Book #

Summary

Approve a contract between Forerunner Industries, INC. and the City of Hattiesburg for floodplain management software for \$20,000, effective October 1st, 2024, and authorize the mayor to execute.

Forerunner is a floodplain management platform that helps communities work more efficiently, maintain compliance with the NFIP + CRS, and better communicate flood risk to their residents. The agreement is for an annual license.

Recommendation Statement

Please consider approval of the master services agreement and statement of work for this Floodplain Management Software.

Please place this on the July 2, 2024 City Council meeting for consideration.

FORERUNNER

Master Services Agreement & Statement of Work

Hattiesburg, Mississippi

Table of Contents

Master Services Agreement

1. Definitions.
2. Forerunner Software Services.
3. Customer Responsibilities; Restrictions; and Suspension.
4. Fees; Payment Terms; Taxes; Customer Acknowledgement.
5. Term; Termination.
6. Intellectual Property and Ownership
7. Publicity and Marketing.
8. Confidential Information.
9. Representations and Warranties.
10. Disclaimer of Warranties.
11. Indemnification.
12. Limitation of Liability.
13. Dispute Resolution.
14. Notices.
15. Miscellaneous.

Statement of Work

1. Services.
2. Customization.
3. Support.
4. Onboarding.
5. Software.

Master Services Agreement

This Master Services Agreement (“**Agreement**”), effective as of October 1st, 2024 (“**MSA Effective Date**”), is entered into between Forerunner Industries, Inc., a Delaware corporation (“**Forerunner**”), and Hattiesburg, a State of Mississippi City (“**Customer**”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
 - a. **Affiliate** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
 - b. **Applicable Law** means, with respect to any party, the laws of the state of Mississippi.
 - c. **Authorized User** means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
 - d. **Confidential Data Sets** means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
 - e. **Confidential Information** means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as “Confidential.” With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner’s legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer’s legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the “Receiving Party”); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the “Disclosing Party”); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and it so documents; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party.
 - f. **Customer Data** shall mean the Customer Materials and Extracted Data, collectively.
 - g. **Customer Materials** means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
 - h. **Extracted Data** means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.
 - i. **Forerunner Intellectual Property** means:
 1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.
 2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the “**Forerunner Information Technology Infrastructure**”).
 3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals,

instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.

4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
 5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.
- j. **Forerunner Representatives** mean Forerunner's employees, officers, directors, agents, independent contractors, service providers, subcontractors.
 - k. **Integration Agreement** means the agreement, if applicable, governing any integrations with Third Party Applications.
 - l. **Intellectual Property Rights** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.
 - m. **Services** means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.
 - n. **Software** means Forerunner's computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.
 - o. **Statement of Work (SOW)** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.
 - p. **Term** means the Initial Term and any Renewal Terms.
 - q. **Third Party Provider** means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.
 - r. **Updates** means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.
 - s. **Vendors** means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

2. **Forerunner Software Services.**

- a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the "Services").
- b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement ("Law").
- c. Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.
- d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services,

all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.

- e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services. Vendors will be subject to provisions detailed in this Master Services Agreement and any Statement of Work attached and incorporated by reference.

3. **Customer Responsibilities; Restrictions; and Suspension.**

- a. **Responsibilities.** Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. However, notwithstanding any provision herein, nothing in this Agreement and any Statement of Work attached shall require Customer to fail to comply with all applicable records retention requirements and public records laws.
- b. **In addition, Customer shall:**
 - i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.
 - ii. Ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.
 - iii. Promptly notify Forerunner of any breach of security or unauthorized use of its account.
 - iv. Comply with all applicable local, state, federal and foreign laws in using the Services.
- c. **Restrictions.**
 - i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.
 - ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.
 - iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.
 - iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.
 - v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.
 - vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.
 - vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.
 - viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).
 - ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).
 - x. Customer shall not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.
 - xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.
 - xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.

xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.

- d. **Suspension.** Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services once it verifies that Customer has resolved the condition requiring suspension.

4. **Fees; Payment Terms; Taxes; Customer Acknowledgement.** Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "**Fees**").

- a. **Fees.** Except as otherwise may be specified herein or in any SOW attached to this Agreement:

- i. Fees are based on the Services purchased.
- ii. Payment obligations are non-cancelable.
- iii. Fees paid for services rendered are non-refundable.
- iv. Upon the expiration of the Term, the Annual Fee for any subsequent renewal Term shall be subject to Forerunner's sole discretion and based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services, but at least a 10% increase over the prior Term's Annual Fee.

- b. **Payment Terms.**

- i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid within forty-five (45) days after invoice is received by Customer.
- ii. Forerunner reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is unpaid on such amount's due date, and on any other outstanding balance.
- iii. Customer will pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind, for amounts owed or payable by Forerunner whether under this Agreement, Applicable Law or otherwise and whether relating to Forerunner's breach, bankruptcy or otherwise.

c.

- d. **Customer Acknowledgement.** Customer acknowledges and agrees that although the Services may include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.

5. **Term; Termination.**

- a. **Term.** This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "**Initial Term**"), unless earlier terminated.

- b. **Renewal.** This Agreement may be renewed for additional periods, subject to written agreement of both parties.

- c. **Termination.**

- i. Forerunner may terminate this Agreement in the event of a breach by Customer of any term or condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided by the Customer).
- ii. In addition, Forerunner may terminate this Agreement immediately if the Customer becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.

- iii. Forerunner may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro-rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).
- iv. Customer may terminate this Agreement for convenience or cause with thirty (30) days prior written notice.
- v. **Effect of Expiration of Term; Termination; Survival.** Upon expiration of Term or earlier termination:
 - 1. The Services will terminate and each party will cease use of the other party's Confidential Information.
 - 2. Customer will pay Forerunner any remaining balance of the fees in full for the Services up to and including the last day on which the Services are provided.
 - 3. Forerunner may, but is not obligated to, delete stored Customer Materials.
 - 4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. Intellectual Property and Ownership.

a. Forerunner Intellectual Property.

- i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to Customer in the next paragraph "**Limited License.**"
- ii. **Limited License.** Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customer's internal government operations and not for the use by, or benefit of, any third party.

b. Customer Data.

- i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request. Customer grants Forerunner a perpetual, irrevocable, worldwide, royalty-free right and license to use Customer Data for business or commercial purposes including, but without limit to, performing the Services and exercising its rights hereunder, improving and enhancing the Services or other Forerunner services or offerings, and preparing reports and other interpretation of trends for analysis, analytics, marketing purposes; developing algorithms, creating or developing Confidential Data Sets, data applications or analytical programs; and for machine learning applications, whether or not in connection with the Services.

7. Publicity and Marketing. The parties agree that:

- a. Forerunner may include Customer's name and logo in its customer lists and on its website.
- b. Forerunner may issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution.
- c. Customer will use reasonable efforts to act as a reference for Forerunner.
- d. Upon request by Customer, Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

8. Confidential Information.

- a. Each party as the "**Recipient**" understands that the other party as the "**Disclosing Party**" has disclosed or may disclose nonpublic, confidential or proprietary information relating to the Disclosing Party's business. In addition to all descriptions of Confidential Information in this Agreement, Confidential Information does not include information that:

- i. Was rightfully known to the Recipient prior to such information being disclosed or made available to it in connection with this Agreement.
- ii. Was or becomes generally known by the public other than by the Recipient's or Representative's noncompliance with this Agreement.
- iii. Was or is received by the Recipient on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.
- b. As a condition to being provided with access to Confidential Information, Recipient agrees that it will:
 - i. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.
 - ii. Not disclose or permit access to Confidential Information other than to its Authorized Users, who need to know such Confidential Information for purposes of the Recipient's exercise of its rights or performance of its obligations under this Agreement and are bound by confidentiality obligations no less restrictive than those set forth herein, or to a third party if the Recipient is compelled by Applicable Law pursuant to a lawful court order or judicial subpoena (but in no event will the Recipient voluntarily provide any Confidential Information to any third party, whether governmental or otherwise).
 - iii. Safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

9. Representations and Warranties.

- a. **Customer.**
 - i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law.
 - ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
 - 1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
 - 2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
 - 3. Use the Services in compliance with all Applicable Laws.
- b. **Forerunner.** Forerunner represents and warrants to Customer that it will:
 - i. Perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
 - ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.
 - iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.
 - iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:
 - 1. For scheduled maintenance.
 - 2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
 - 3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:
 - a. Customer's negligence or failure to use the Services properly or in accordance with the terms and conditions of this Agreement;
 - b. Customer's use of the Services in a modified form, or Customer's use of the Services in

connection or combination with any third party software or hardware;

- c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law
- d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or
- e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.

10. **Disclaimer of Warranties.**

- a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.
- b. Forerunner does not make any warranty as to the data, reports, or results that may be obtained from use of the services, including the completeness or accuracy of such data, reports or results, including geocoding or data extraction, except as expressly set forth in this section.
- c. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

11. **Limitation of Liability.**

- a. **Limitation of Liability.** In no event will Forerunner be liable to Customer or to any third party under, or in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:
 - i. Any loss of revenue or profit.
 - ii. Cost of replacement goods or services.
 - iii. Loss of goodwill or reputation.
 - iv. Loss, damage, or corruption of any Customer Materials or reports provided as part of the Services.
 - v. Losses caused by, or resulting from, any action, conclusion, decision or omission based on any data or reports provided as part of the Services.
 - vi. Damage or losses caused by any third party materials used in connection with the services.
 - vii. For any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such party was advised of the possibility of such losses or damages were otherwise foreseeable.
- b. **Limitation of Aggregate Liability.** In no event will the aggregate liability of Forerunner in connection with this Agreement under any legal or equitable theory exceed the fees paid or payable by Customer to Forerunner in the twelve months preceding the action.

12. **Dispute Resolution.** Disputes will be resolved through a court of law, either federal or state, in Forrest County, Mississippi, and the substantive law of Mississippi shall apply.

13. **Notices.** All notices under this Agreement will be provided in writing to the addresses set forth on the signature page and will be deemed to have been duly given when received as follows:

- a. Personally delivered.
- b. When receipt is confirmed by recipient and/or by email delivery notification if transmitted by facsimile or e-mail.
- c. The day after it is sent, if sent for next day delivery by recognized overnight delivery service.

- d. Upon receipt, if sent by certified or registered mail, return receipt requested.

14. Miscellaneous.

- a. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this Agreement.
- b. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
- c. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.
- d. The parties agree that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- e. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- f. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- g. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
- h. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- i. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets.
- j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.
- k. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- l. In any action or proceeding to enforce rights under this Agreement, each party shall bear their own costs.
- m. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.
- n. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

Forerunner Industries, Inc.

Hattiesburg, MS

Signed: 

Signed:

Name: Susanna Pho

Name:

Title: Chief Operating Officer

Title:

Date: 06-13-24

Date:

Address: 548 Market Street #93531,
San Francisco, CA 94104

Address:

Statement of Work No. 1

This Statement of Work No. [1] ("**SOW**"), effective as of October 1st, 2024 (the "**SOW Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and Hattiesburg, a State of Mississippi City ("**Customer**"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**MSA**"), entered into by Forerunner and Customer on October 1st, 2024. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: City of Hattiesburg
Customer Address: 200 Forrest Street, Hattiesburg, Mississippi 39401
Customer Contact Name: Nathan Satcher
Contact Email: nsatcher@hattiesburgms.com
Contact Phone: 601-545-4594

Billing Contact Name:
Billing Contact Email:
Payment Type (Ex. ACH, Check):
Purchase order signature necessary? (Y/N):

Initial Term

One (1) Year

Fees

Item	Type	Cost
Forerunner Annual License	Yearly	\$18,000
Repetitive Loss Data Module <i>Waived for Year 1 of agreement</i>	Yearly	\$2,500
One-time Set-up <i>Waived if signed by June 30th, 2024, 50% waived if signed by August 15th, 2024.</i>	One-Time	\$4,000

Payment Terms

Forerunner's may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. **Software and Services.** Forerunner will provide the following software and services to the Customer:
 - a. **Data Extraction.** Forerunner will extract select fields (“Extracted Data”) from Customer’s archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request.
 - i. **Data augmentation.** When available, data extraction will include:
 - b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
 - c. Automated Elevation Certificate parcel assignment, subject to the terms and conditions of the Master Services Agreement.
 - d. FIRM data assignment.
 - e. Datum conversion.
 - b. **Software.** As part of its ongoing Software offering, Forerunner will provide the following:
 - i. Accounts for up to five (5) users. Additional seats available for added fee.
 - ii. Forerunner internal dashboard
 - a. Elevation Certificate management.
 - i. Internal Elevation Certificate upload.
 - ii. Elevation Certificate table with filtering.
 - iii. Elevation Certificate download.
 - b. Internal document management.
 - i. Internal per-property document upload and storage.
 - c. Activity tracking.
 - i. Activity tracking for internal actions taken in dashboard.
 - ii. Per-property comment tracking.
 - d. Substantial Improvement and Damage tracking
 - e. Mapping.
 - i. FIRM map overlay(s) where available.
 - ii. Address search.
 - iii. Per-property building attribute data, where available.
 - f. Automated Elevation Certificate error detection for:
 - i. Residential structures only.
 - ii. Documents with form dates more recent than 2015.
 - iii. Documents with issue dates more recent than Effective FIRM date for location.
 - g. Per-property communication log.
 - i. Log export.
 - h. Dashboard permissions.
 - i. Segmented access to dashboard functionality by role type.
 - ii. Ability to add new users and set roles.
 - iii. Public Website.
 - a. Elevation Certificate public search including:
 - i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
 - ii. PDF document view.
 - b. Public property profiles displaying flood risk information.

- i. Share public profile functionality and communication log tracking on internal dashboard.
 - c. Property search by address.
 - iv. Repetitive Loss Data Module
 - a. Yearly import of Customer's repetitive loss data, as provided by Customer.
 - b. Advanced user role/permissions and access logging.
 - c. Forerunner has implemented commercially reasonable measures designed to protect Repetitive Loss Data. Upon import, Repetitive Loss Data is scrambled in staging and local development environments. Forerunner also provides features that allow Customer to limit access to Repetitive Loss Data to authorized personnel.
2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.
 3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.
 4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
 5. **Customization and Consulting.**
 - a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
 - b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
 - c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
 - d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.
 6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.

Hattiesburg, MS

Signed: 

Signed:

Name: Susanna Pho

Name:

Title: Chief Operating Officer

Title:

Date: 06-13-24

Date:

Address: 548 Market Street #93531,
San Francisco, CA 94104

Address:



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Wiley Quinn, Urban Development Director
cc: Charles Copeland, Division Manager
Date: Tuesday, July 2, 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: 2024-263
Minute Book #

Summary

Adopt Resolutions of Adjudication 07 02 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 July 2, 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

TO: Mayor and City Council

FR: Wiley Quinn, Urban Development Director

DATE: July 2, 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
GLWX3 LLC	101 North 11th Avenue	\$321.00	4	14684
Dorothy Heard	206 South 24th Avenue	\$3308.72	4	16597
Carolyn Moore	215 West 7th Street	\$20,396.93	2	20014
Malcolm & Gwendolyn Curtis	716 Lincoln Street	\$3827.60	2	22059
Benito & Weixia Samia	906 Short Columbia Street	\$25,864.76	2	14286
H L & C - Hattiesburg/Mobile LLC	1211 Dewey Street	\$7682.52	2	20331
Raymond Wilson & Judy Bryant Wilson	3002 Raphael Drive	\$3676.42	3	18108
Romell Keys	705 Atlanta Street	\$402.50	2	25657
Robert Larry McGee III	719 Atlanta Street	\$402.50	2	25650
Nathaniel & Felicia Hibbler	546 W 4th Street	\$27,134.50	2	19728

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: The property described in this instrument is situated in part of Lots 10 & 11, Block 2, Davis and Ferguson Addition, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by 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
GLWX3 LLC	101 N 11th Avenue	2-029L-09-236.00	\$321.00
			Total: \$321.00

101 N 11th Avenue, Hattiesburg, MS 39401, PPIN: 14684, Parcel: 2-029L-09-236.00 and better described as: Commencing at the Southeast corner of Lot 10, Block 2, Davis and Ferguson Addition, City of Hattiesburg, Forrest County, Mississippi, for a Point of Beginning; thence run North for 42.0 feet; thence run West for 100.0 feet to the West boundary of Lot 11 of said Block 2; thence run South along said West boundary of Lot 11 for 42.0 feet to the Southwest corner of Lot 11; thence run East along the South boundary of Lots 11 and 10 for 100.0 feet back to the Point of Beginning; said parcel being a part of Lots 10 and 11, both in Block 2, of the Davis and Ferguson Addition to the 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 July 2, 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 July 2, 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: Lot 21, in Block 12 of the Hattiesburg Heights Fourth Survey or addition to the City of Hattiesburg, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by 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 Heard	206 S 24th Avenue	2-0280-08-152.00	\$3308.72
			Total: \$3308.72

206 S 24th Avenue, Hattiesburg, MS 39401, PPIN: 16597, Parcel: 2-0280-08-152.00, and better described as: Lot 21, in Block 12 of the Hattiesburg Heights Fourth Survey or addition to the City of Hattiesburg, Mississippi, as per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted this the July 2, 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 July 2, 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: Southwest Quarter of the Southwest Quarter of Section 4, Township 4 North, Range 13 West.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP 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
Carolyn Moore	215 West 7th Street	2-029F-04-110.00	\$20,396.93
			Total: \$20,396.93

215 West 7th Street, Hattiesburg, MS 39401, PPIN: 20014, Parcel: 2-029F-04-110.00, and better described as: Lot Four (4) in Block One (1) of the Love and St. John Survey or Addition to the City of Hattiesburg, County of Forrest, State of Mississippi, being a subdivision of Blocks 3,4, and 5 of the F. F. Phillips Subdivision of Lot 7 in Block 171 of the Crittenden Survey of the City of Hattiesburg, said survey being a part of the Southwest Quarter of the Southwest Quarter (SW 1/4 OF THE SW 4) of Section 4, Township 4 North, Range 13 West, according to the official map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging, the property hereby conveyed being also otherwise described as Municipal Number 215 West 7th Street in the City of Hattiesburg, 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 July 2, 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 July 2, 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: All of Lots 21 and 22 in Block 4 of the McInnis, Mitchell, and Longre Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe & Tree Service 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
Malcolm & Gwendolyn Curtis	716 Lincoln Street	2-037D-14-119.00	\$3827.60
			Total: \$3827.60

716 Lincoln Street, Hattiesburg, MS, 39401, PPIN: 22059, Parcel: 2-037D-14-119.00, and better described as: All of Lots 21 and 22 in Block 4 of the McInnis, Mitchell, and Longre Subdivision or Addition to the City of Hattiesburg, Forrest County, Mississippi, as per the map or plat thereof on file and of record in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements upon said realty and all appurtenances thereunto belonging.

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
July 2, 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 July 2, 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 4, 5, and 6 of Block 2 and a portion of Lot 3, Block 2 of the Commercial Club Addition to the City of Hattiesburg, County of Forrest, MS

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP 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
Benito & Weixia Samia	906 Short Columbia Street	2-029E-04-100.00	\$25,864.76
			Total: \$25,864.76

906 Short Columbia Street, Hattiesburg, MS 39401, PPIN: 14286, Parcel: 2-029E-04-100.00, and better described as: Lots 4, 5, and 6, Block 2 according to the Commercial Club Addition to the City of Hattiesburg, Forrest County, Mississippi. AND: A portion of Lot 3 of Block 2 of the Commercial Club survey of the City of Hattiesburg, Mississippi, and described as beginning at the Northwest corner of Lot 3, Block 2 and run in Southeasterly direction along North line of Block 2, 51.67 feet to West right of way line of Hercules Powder Company RR spur of the Mississippi Central RR, said spur being 25 feet from center line of said RR spur track measured at right angles thereto, run thence Southwesterly along RR spur at a uniform distance of 25 feet from center line of RR to South line of Block 2, West along South line for 3.60 feet to the Southwest corner of Lot 3, North along divide line of Lots 3 and 4 for 157.80 feet to point of beginning, containing 0.092 acres.

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 July 2, 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 July 2, 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

INDEX INSTRUCTIONS: Lot 5, Block 3, Mayflower Park Subdivision, PPIN# 20331

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe & Tree Service 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
H L & C-Hattiesburg/Mobile LLC	1211 Dewey Street	2-029B-03-250.00	\$7682.52
			Total: \$7682.52

1211 Dewey Street, Hattiesburg, MS 39401, PPIN: 20331, Parcel: 2-029B-03-250.00, and better described as: Lot 5, Block 3, Rec# 18188, Mayflower Park 1211 Dewey St, Mayflower Park - H I Ferguson, Section 3, Township 4 North, Range 13 West, Parcel# 2029B03250.00, PPIN# 20331, 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 July 2, 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 July 2, 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: Lot 29 of Innswood Estates Subdivision of Addition in the City of Hattiesburg, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP/Terry's Backhoe & 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
Raymond Wilson & Judy Bryant Wilson	3002 Raphael Drive	2-039F-18-385.00	\$3676.42
			Total: \$3676.42

3002 Raphael Drive, Hattiesburg, MS 39402, PPIN: 18108, Parcel: 2-039F-18-385.00, and better described as: Lot 29 of Innswood Estates Subdivision of Addition in the City of Hattiesburg, Forrest County, Mississippi, as per the official map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

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

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

The foregoing Resolution having been reduced to writing, the same was introduced by

Council Person _____, seconded by Council Person _____ and was adopted by the
Following vote, to-wit:

YEAS: NAYS:

The President thereby declared the motion carried and the Resolution adopted this the
July 2, 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 July 2, 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: YELLOW PINE PARK N 30 FT OF LOT 16 BLK 7 S-T-R: 03-04N-13W

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe & Tree Service 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
Romell Keys	705 Atlanta Street	2-029G-03-137.00	\$402.50
			Total: \$402.50

705 Atlanta Street, Hattiesburg, MS 39401, PPIN: 25657, Parcel: 2-029G-03-137.00, and better described as: YELLOW PINE PARK N 30 FT OF LOT 16 BLK 7 B590-203 11/87 BK 612 PG 168 1/30/1989 S-T-R: 03-04N-13W DEED BOOK 848 PAGE 053

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 July 2, 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 July 2, 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: The property described in this instrument is situated in part of LOT 10 BLK 7 YELLOW PINE PARK, Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by Terry's Backhoe & Tree Service 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
Robert Larry McGee III	719 Atlanta Street	2-029G-03-131.00	\$402.50
			Total: \$402.50

719 Atlanta Street, Hattiesburg, MS 39401, PPIN: 25650, Parcel: 2-029G-03-131.00, and better described as: South half (½) of Lot 10 Block 7 of the Yellow Pine Park Subdivision in the City of Hattiesburg, 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 July 2, 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 July 2, 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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City of Hattiesburg
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(601) 545-4550

RESOLUTION

INDEXING INSTRUCTIONS: AT THE NW/COR OF BLK B OF KAMPER JOHN SUB FOR POB EAST 79' SOUTH 157.78' WEST 79' NORTH 157.78' BACK TO POB LESS PT TO THE CITY OF HATTIESBURG Block B Section 9 Township 04N Range 13W Forrest County, Mississippi.

WHEREAS, Section 21-19-11 of the Mississippi Code of 1972, Annotated, authorizes the governing authorities of municipalities to adjudicate applicable penalties, plus the actual cost to the City of Hattiesburg for cleaning properties that have been determined to be in such a state of uncleanness as to be a menace to the public health and safety of the community, when the owner has failed, after appropriate notice, to clean said property; and

WHEREAS, the following property has been cleaned by MSP 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
Nathaniel & Felicia Hibbler	546 W 4th Street	2-029K-09-033.00	\$27,134.50
			Total: \$27,134.50

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

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 July 2, 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 July 2, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, July 2, 2024
Re: Adopt a Resolution appointing Randy Pope as City Attorney for the period August 1, 2024, through July 31, 2025.
File Number: 2024-268
Minute Book #

Summary

Adopt a resolution appointing Randy Pope as City Attorney for the period August 1, 2024, through July 31, 2025.

Recommendation Statement

I recommend that Randy Pope be reappointed.

Please place this on the July 2, 2024 City Council meeting for consideration.

RESOLUTION

RESOLUTION FOR APPOINTING CITY ATTORNEY FOR CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a City Attorney; and

WHEREAS, the Council desires the administration of the City of Hattiesburg to continue to operate its routine functions.

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

Section 1. That Randy Pope be and is hereby appointed as City Attorney, effective August 1, 2024 and ending July 31, 2025.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 2nd day of July, A.D., 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of July, A.D., 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Pope & Pope, P.A.

Moran M. Pope, Jr. (1922-2017)
Moran M. Pope, III

Attorneys and Counselors
Post Office Box 17527
Hattiesburg, Mississippi 39404-7527

Telephone 601-268-9997
Email:randypope@popelaw.com

June 20, 2024

HAND-DELIVERED

Honorable Mayor and City Council
The City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Re-employment of Moran M. Pope, III, as City Attorney

Dear Mayor and Council Members:

As you may know, *Miss. Code Ann.* § 21-15-25 provides that “the governing authorities may annually appoint an attorney-at-law for the municipality, prescribe his duties and fix his compensation.” The purpose of this letter is to set forth generally my understanding of the terms of my re-employment as municipal attorney for the City of Hattiesburg (“the City”) beginning on August 1, 2024.

My understanding of the legal services to be performed and the compensation to be paid for those services are as follows:

1. As municipal attorney, I will handle administrative legal work for an annual salary of \$70,000.00.
2. I will handle litigation and other work not considered administrative legal work involving the City at an hourly rate of \$200.00 per hour. I am mindful of the costs of legal services and understand that every client desires to avoid unnecessary expense. Accordingly, I will seek at all times to represent the City efficiently and effectively.
3. For representing the City in connection with the matter of issuing or refunding municipal bonds, I will receive not more than one percent (1%) of the amount of the bonds issued or refunded up to \$500,000.00, and not more than one-half of one percent (0.5%) of that part of the amount of the bonds issued or refunded in excess of \$500,000.00, as authorized by applicable Mississippi statutes.
4. Expenses and costs incurred on City business, such as mileage and filing fees, will be paid by the City. Applicable travel expense will be billed at a rate as is provided by applicable law. If commercial transportation is necessary, the actual expense incurred will be billed to the City at the lowest fare available.

Honorable Mayor and City Council
The City of Hattiesburg
June 20, 2024
Page Two

5. At any time, but only upon my request, the Mayor and City Council will consider the employment of outside counsel to handle or assist me in the representation of the City.

For purposes of this engagement letter, the following definitions are submitted:

- (i) “Administrative legal work” shall include attendance at all regular and special meetings of the City Council; review of all ordinances, resolutions, orders, etc., in connection with such meetings; written and oral legal opinions to the Mayor and the City Council on routine matters; and consultation (whether in person or by telephone) with the Mayor, members of the City Council, or other staff and employees at the request of the Mayor, Department Heads, or the City Council.
- (ii) “Litigation and Non-Administrative” shall include suits or claims filed, threatened or asserted against the City or any of its officers, agents or employees to whom the City is liable for a defense or intergovernmental proceedings or activities instituted by the City or in which the City is otherwise joined or chooses to participate as an interested party. “Other non-administrative legal work” not considered administrative legal work and for which the litigation hour billing will apply shall include document preparation and filing as well as appearances before administrative or quasi-judicial bodies, and non-routine, complex or unusually time-consuming matters.

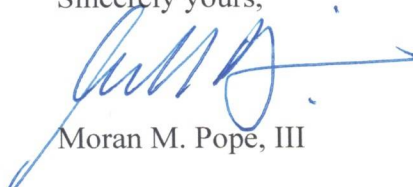
In addition to the foregoing definitions, the following provisions are also applicable:

- (a) The employment shall be in full force and effect for a period beginning on August 1, 2024, and continuing through July 31, 2025.
- (b) I shall always be mindful of the fact that, as required by the ethics of the legal profession, my client is the City of Hattiesburg and its citizens corporately, not the Mayor or the members of the Council alone.

I believe that the above and foregoing terms and provisions outline in reasonable detail my agreement with the City to serve as regular City Attorney.

It is indeed a privilege to represent the City and to work with you. I sincerely appreciate the opportunity to represent the City.

Sincerely yours,



Moran M. Pope, III



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Adam Moore, Grants Coordinator
cc: Adam Moore, Grants Coordinator
Date: Tuesday, July 2, 2024
Re: Adopt a Resolution authorizing application for the Mississippi State Department of Health FY2025 State Victim Services Grant Program for a total of \$69,000 with NO match required and authorize the Mayor to execute the same.
File Number: 2024-274
Minute Book #

Summary

FY25 State Victim Grant Application

Recommendation Statement

I recommend adoption of a resolution authorizing application for the Mississippi State Department of Health FY2025 Victim Services Grant Program for a total of \$69,000 with NO match required and authorize the Mayor to execute the same.

Please return executed copies via email to Adam Moore and Alexis Daniels by 7/5/2024.

Please place this on the July 2, 2024 City Council meeting for consideration.

RESOLUTION

WHEREAS, the City of Hattiesburg, Mississippi, works to provide services to victims of domestic abuse, stalking, and other violent acts; and

WHEREAS, the City of Hattiesburg desires to submit an application for the Mississippi State Department of Health, Office Against Interpersonal Violence, Fiscal Year 2025 State Victim Services Grant Program; and

NOW, THEREFORE, BE IT RESOLVED, that the Mayor of the City of Hattiesburg be authorized to apply for and accept grant funding, and that he be authorized to act as a representative of the City in this matter and to execute all necessary forms and documents on behalf of the City.

The above and foregoing resolution, after having been first reduced to writing, was introduced by Council Member_____, seconded by Council Member _____, and was adopted by the following roll call vote, to wit:

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 2nd day of July, 2024.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd day of July, 2024.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Application Cover Sheet

Organizational Information

Organization Name: City of Hattiesburg – Hattiesburg Police Department, Victim Services Unit

Address: 1 Government Plaza, Hattiesburg, MS 39401

FY 2025 State Victim Services Grant Program

Application Project Name: Hattiesburg Police Department, Special Victims Unit Victim Advocate, FY 2025

Signatory Authority: Toby Barker, Mayor

Email: mayer@hattiesburgms.com; Phone: (601) 545-4501

Secondary Signatory Authority: Lisa Hanson, Comptroller

Email: lhanson@hattiesburgms.com; Phone: (601) 545-1034

Programmatic Point of Contact: Alexis Daniels; Victim Advocate

Email: adaniels@hattiesburgms.com; Phone: (601) 545-4971

Primary Financial Point of Contact: Lisa Hanson; Comptroller

Email: lhanson@hattiesburgms.com; Phone: (601) 545-1034

Other Point of Contact: Adam Moore, Grant Coordinator

Email: jmoore@hattiesburgms.com; Phone: (601) 545-4544

City Council President: Jeffrey George

Email: jgeorge@hattiesburgms.com; Phone: (601) 545-4551

Organization Legal Name: Same as above

Mailing Address: P.O. Box 1898, Hattiesburg, MS 39403-1898

Organization's Program Name: Same as above

Religious Institution or Faith-Based Organization: No

First-Time Applicant: No

Nonprofit/501(c)(3) Status: The City of Hattiesburg is a nonprofit government organization.

Is the organization incorporated in the state or recognized by the MS Secretary of State as a private or public nonprofit corporation? No

Financial Profile

EIN: 64-60000432

UEI: N4XZJLJ9AVM1

Agency Fiscal Year: October 1-September 30

Current SAM Registration: Expires November 7, 2024. See attachment titled "SAM Registration"

Organization & Victim Services Description: No change

Is your organization requesting indirect cost: No

Funds Requested: \$69,000.00

Currently Funded: Yes (FY24 State Victims Grant, FY24 VAWA)

Organizational History:

- a. Organization History: No change
- b. Mission Statement: No change
- c. Description of services/programs provided: The primary functions of and services provided by the Victim Services Unit have not changed since the 2023 RFP.
- d. Grant Funding Sources: The City of Hattiesburg has not applied for or received any non-OAIV grants to support the same project being proposed in this application.
- e. See attached Conflicts of Interest.

Organizational Capacity:

- a. Operational Description: No Change
- b. Relevant Experience & Accomplishments: No Change
- c. Personnel
 - i. Key Personnel

Lisa Hanson is the Comptroller for the City of Hattiesburg, and has held this position for 16 years. She has 25 years of related experience and is responsible for tracking grant expenditures, maintaining grant accounting files, grant financial reporting, and assisting with audits as needed. Lisa will serve as the primary financial point of contact for this grant.

Adam Moore is the Grant Coordinator for the City of Hattiesburg and has held this position since January 2023. He previously worked as an editor and an instructor in higher education. Adam is responsible for coordinating with city department personnel to develop programs and grant applications, submitting applications, maintaining grant files, and assisting with other grant tasks as needed—such as reporting, drawdowns, requesting extensions, and requesting budget amendments.

Alexis Daniels will serve as the primary programmatic point of contact for this grant. Mary Alice is our Victim Advocate and assists all victims and follows up with reports to meet all victims' needs. She is responsible for attending all municipal court hearings and accompanying victims and their family members through the criminal justice proceedings. Alexis Daniels also submits the monthly required reports to OAIV from the data she gathers.

- ii. Organizational Chart – No change

- d. Collaborative Partners—No Change

Financial Capability: Nothing has changed since OAIV's Request for Proposals in 2023.

Signature of Authorized Official

Toby Barker

Printed Name of Authorized Official

July 2, 2024

Date

Mayor

Title



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Ann Jones, Chief Administrative Officer

cc:

Date: Tuesday, July 2, 2024

Re: Approve Amendment #2 of Agreement between City of Hattiesburg and Neel Schaffer, Inc. for engineering services related to the renovation of Timberton Park originally approved October 3, 2017, and amended February 7, 2023, to amend Exhibit E to reflect the revised FEMA cost curve and authorize the Mayor to execute the same.
File Number: 2024-266
Minute Book #

Summary

Approve amendment #2 of agreement between City of Hattiesburg and Neel Schaffer, Inc. for engineering services related to the renovation of Timberton Park originally approved October 3, 2017, and amended February 7, 2023, to amend Exhibit E to reflect the revised FEMA cost curve and approve Mayor to execute.

Recommendation Statement

I recommend that this amendment be approved.

Please place this on the July 2, 2024 City Council meeting for consideration.

AMENDED AGREEMENT #2
AMENDED AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF HATTIESBURG, MS

AND

NEEL-SCHAFFER, INC.

This is an Agreement made on _____, 20____, between

The City of Hattiesburg, the **OWNER**, and **NEEL-SCHAFFER, INC.**, the **ENGINEER**.

The **OWNER** intends to contract with the Engineer to provide all requested services related to the Timberton Softball Complex, which is described in more detail in **Exhibit A, Project Description**, and hereinafter called the **“Project.”**

The **OWNER** and the **ENGINEER**, in consideration of the mutual covenants herein, agree with respect to the performance of professional engineering services by the **ENGINEER** with respect to the **Project** and the payment for these services by the **OWNER** as set forth herein.

SECTION 1 — BASIC SERVICES OF ENGINEER

1.1 **ENGINEER** shall provide for **OWNER** professional engineering services for all phases of the **Project** to which this **Agreement** applies as hereinafter provided. These services will include serving as **OWNER's** professional engineering representative for the **Project**, providing consultation and advice and furnishing customary engineering services.

1.2 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Design Phase of the **Project** in accordance with **Exhibit B, "Scope of Design Phase Services."** **DESIGN PHASE COMPLETE**

1.3 By execution of this **Agreement**, **OWNER** authorizes **ENGINEER** to provide Basic Services for the Construction Phase of the **Project** in accordance with **Exhibit C, "Scope of Construction Administration Phase Services."**

SECTION 2 — ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by **OWNER**, **ENGINEER** shall provide, or obtain from other qualified persons or firms, Additional Services which are not included as part of the Basic Services specified in Section 1. Additional Services shall include, but are not limited to, the following:

2.1. Services resulting from significant changes in the general scope, extent or character of the **Project** designed or specified by **ENGINEER** or its design including, but not limited to, changes in size, complexity, **OWNER's** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract 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 **ENGINEER's** control.

2.2. Preparing documents for alternate bids requested by **OWNER** for Contractor's work which is not executed or documents for out-of-sequence work.

2.3. Services resulting from the award of more than one separate prime contract for construction, materials or equipment for the **Project** unless multiple awards were contemplated and included as part of Basic Services in Section 1.

2.4. Assistance in connection with rebidding or renegotiating contracts for construction which involve modifying the Contract Documents to revise the **Project's** general scope, extent or character as necessary to reduce or increase the Construction Cost to bring it within the cost limit.

2.5. Preparing to serve or serving as a consultant or witness for **OWNER** in any litigation or other legal or administrative proceeding involving the **Project**.

2.6. Services in making revisions to Contract Documents occasioned by the acceptance of substitutions proposed by Contractor; and services after the award of the construction contract in evaluating and determining the acceptability of an unreasonable or excessive number of substitutions proposed by Contractor.

2.7. Services resulting from significant delays in Project schedule which occurred through no fault of **ENGINEER**.

2.8. Additional or extended services during construction made necessary by (a) work damaged by fire or other cause during construction; (b) a significant amount of defective, neglected or delayed work of Contractor or supplier; (c) protracted or extensive assistance in the startup or utilization of any equipment or system; (d) acceleration of the progress schedule involving services beyond normal working hours; and (e) default or bankruptcy by Contractor.

2.9. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the **Project**.

2.10. Services during out-of-town travel required of **ENGINEER** other than visits to the **Project** site or **OWNER's** office.

2.11. Additional Services in connection with the **Project**, including services which are to be furnished by **OWNER** in accordance with Section 3 and services not otherwise provided for in Basic Services as specified in Section 1 of this **Agreement**.

SECTION 3 — OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of **ENGINEER** and bear all costs incident thereto:

3.1. Designate in writing a person to act as **OWNER's** representative with respect to the services to be rendered under this **Agreement**. Such person shall have complete authority to transmit instructions, receive information, and interpret and define **OWNER's** policies and decisions with respect to **ENGINEER's** services for the **Project**.

3.2. Provide all criteria and full information as to **OWNER's** requirements for the **Project**, including design objectives and constraints; space, capacity and performance requirements; and flexibility, expendability, and any budgetary limitations. Also furnish copies of design and construction standards

which **OWNER** will require to be included in the Contract Documents.

3.3. Assist **ENGINEER** by placing at **ENGINEER's** disposal available information pertinent to the **Project** including previous reports; geotechnical information; utility locations; property descriptions, zoning, deed and other land use restrictions; and any other data relative to design or construction of the **Project**. **ENGINEER** shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the **OWNER**.

3.4. Arrange for access to and make all provisions for **ENGINEER** to enter upon public and private property as required for **ENGINEER** to perform services under this **Agreement**.

3.5. Examine studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ENGINEER** and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **ENGINEER**.

3.6. Acquire property for easements and rights-of-way required for construction of the **Project**.

3.7. Give prompt written notice to **ENGINEER** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **ENGINEER's** services,

or any defect or nonconformance in the work of the **ENGINEER** or of any Contractor.

SECTION 4 — PERIOD OF SERVICE

4.1. The provisions of this Section 4 and the various rates of compensation for **ENGINEER's** services provided for elsewhere in this **Agreement** have been agreed to in anticipation of the orderly and continuous progress of the **Project** through completion of all phases to which this **Agreement** applies. Specific periods of time and/or completion dates for rendering services are set forth in **Exhibit D, "Project Schedule."**

4.2. If **OWNER** requests modifications or changes in the scope, extent or character of the **Project**, or if periods of time and/or completion dates are exceeded through no fault of **ENGINEER**, the period of service and amount of compensation for **ENGINEER's** services shall be adjusted equitably.

4.3. In the event that the work designed or specified by **ENGINEER** is to be performed under more than one prime construction contract, the period of service and/or amount of compensation for **ENGINEER's** services shall be adjusted equitably unless multiple awards were contemplated and included as part of Basic Services in Section 1.

SECTION 5 — PAYMENTS TO ENGINEER

5.1. **Methods of Payment.** OWNER shall pay ENGINEER for Basic Services rendered under Section 1 and Additional Services rendered under Section 2 in accordance with the provisions of **Exhibit E, "Payments to Engineer."**

5.2. **Times of Payment.** ENGINEER shall submit monthly statements for Basic and Additional Services rendered. For lump sum and percentage methods of payment, statements will be based upon ENGINEER's estimate of the proportion of the total services actually completed at the time of billing. For cost-plus-fixed-fee method of payment, the amount of fixed fee billed will be based on the proportion of the costs incurred at the time of billing to the maximum allowable costs established for this **Agreement**. OWNER shall make prompt monthly payments in response to ENGINEER's monthly statements.

5.3. **Delinquent Payments.** The OWNER recognizes time is critical with respect to payment of the ENGINEER's statements, and that timely payment is a material part of the consideration of this **Agreement**. ENGINEER's statements shall be due and payable within 45 calendar days of statement date. If OWNER objects to all or any portion of an invoice, OWNER shall notify the ENGINEER within 14 calendar days of the invoice date, identify the cause of the disagreement and pay

when due that portion of the statement not in dispute. If OWNER fails to make any payment due ENGINEER for services and expenses, excepting any portion of the statement in dispute, within 60 calendar days after receipt of ENGINEER's statement, the amounts due ENGINEER shall include a charge at the rate of one percent per month from the 60th day unless special arrangements have been previously made and agreed to by both parties in writing. Payment will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

5.4. **Termination Payment.** In the event of termination by OWNER or ENGINEER under Paragraph 6.2, OWNER shall pay ENGINEER for services and expenses provided to date of termination in accordance with the methods of payment specified in Paragraph 5.1.

5.5. **Records of Costs.** Records of costs pertinent to ENGINEER's compensation will be kept in accordance with generally accepted accounting principals. ENGINEER is only obligated to maintain these records for a period of three years following date of final payment for services rendered under this **Agreement**.

SECTION 6 — GENERAL TERMS AND CONDITIONS

6.1. Construction Cost.

6.1.1. **Opinions of Cost.** Since **ENGINEER** has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, **ENGINEER's** opinions of probable Construction Cost provided for herein are to be made on the basis of experience and qualifications and represent **ENGINEER's** best judgment as an experienced and qualified professional, generally familiar with the construction industry; but **ENGINEER** cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from opinions of probable cost prepared by **ENGINEER**.

6.1.2. **Construction Cost Budget.** If a Construction Cost budget is established by written agreement between **OWNER** and **ENGINEER** and specifically set forth in this **Agreement** as a condition thereto, the following will apply:

6.1.2.1. The acceptance by **OWNER** at any time during the provision of services under this **Agreement** of a revised opinion of probable Construction Cost in excess of the then established budget will constitute a

corresponding revision in the Construction Cost budget to the extent indicated in such revised opinion.

6.1.2.2. Any Construction Cost budget so established will include a contingency of 10 percent unless another amount is agreed upon in writing.

6.1.2.3. **ENGINEER** will be permitted to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents and to make reasonable adjustments in the extent of the **Project** to bring it within the budget.

6.1.2.4. If proposals or bids have not been obtained within six months after completion of the Design Phase, the established Construction Cost budget will not be binding on **ENGINEER**, and **OWNER** shall consent to an adjustment in such cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Design Phase and the date on which proposals or bids are sought.

6.1.2.5. Use of an estimated or actual Construction Cost of the project as a basis of payment to the **ENGINEER** shall not be construed to mean that a Construction Cost budget has been established for the **Project**.

6.2. **Termination.** The obligation to provide further services under this **Agreement** may be

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

6.3. **Suspension.** Upon 14 calendar days' written notice to the **ENGINEER**, the **OWNER** may suspend the **ENGINEER's** work. Suspension for any reason exceeding 60 calendar days shall, at the **ENGINEER's** option, make this **Agreement** subject to re-negotiation or termination as provided for elsewhere in this **Agreement**. Any suspension shall extend the period of service in a manner that is satisfactory to both the **OWNER** and the **ENGINEER**.

6.4. **Ownership and Reuse of Documents.**

6.4.1. Contract Documents and reports prepared by **ENGINEER** pursuant to this **Agreement** shall be the property of the **OWNER**. **ENGINEER** shall have the right to retain copies of all documents for his files.

6.4.2. Deleted

6.5. **Insurance.**

6.5.1. The **ENGINEER** maintains workers' compensation insurance coverage and unemployment compensation coverage in an amount as required by state law; comprehensive general liability insurance with maximum limits of \$500,000/\$1,000,000;

automotive liability insurance with maximum limits of \$500,000/ \$500,000; and professional liability insurance with an annual limit of \$1,000,000.

6.6. **Personnel and Facilities.** The **ENGINEER** has, or will secure at his own expense, personnel, equipment and other materials and supplies required to perform the services under this **Agreement** within the period of service set forth in Section 4. **ENGINEER** may subcontract a portion of these services, but these Subcontractors shall be subject to written approval by the **OWNER**. Such personnel shall not be employees of nor have contractual relationship with the **OWNER**.

6.7. **Accounting System.** The **ENGINEER** shall maintain an accounting system which accounts for costs in accordance with generally accepted accounting principles. The **OWNER** reserves the right to audit the **ENGINEER's** accounts which relate to services provided under this **Agreement**.

6.8. **Deleted**

6.9. **Relationship.** The **OWNER** has retained **ENGINEER** to provide professional services. These parties have not entered into any joint venture or partnership with the other. The **ENGINEER** is not to be considered the agent of the **OWNER**.

6.10. **Standard of Care.** The **ENGINEER** will strive to perform services under this **Agreement** in

a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

6.11. **Compliance with Codes and Standards.** The **ENGINEER's** professional services shall incorporate those publicly announced federal, state and local laws, regulations, codes and standards that are applicable at the time the services are rendered. In the event of a change in a law, regulation, et al., the **ENGINEER** shall assess its impact. If, in the **ENGINEER's** professional opinion, the impact is such to significantly affect the **ENGINEER's** compensation or the period of service, then the compensation and/or period of service can be renegotiated.

6.12. **Force Majeure.** Neither **OWNER** nor **ENGINEER** shall be liable for faults or delays caused by any contingency beyond his control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

6.13. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or

unenforceable, the remaining provisions shall be valid and binding.

6.14. **Risk Allocation.** The **OWNER** recognizes that **ENGINEER's** fee includes allowance for funding a variety of risks which affect the **ENGINEER** by virtue of his agreeing to perform services on the **OWNER's** behalf. One of these risks stems from the **ENGINEER's** potential for human error. In order for the **OWNER** to obtain the benefits of a fee which includes a lesser allowance for risk funding, the **OWNER** agrees to limit the **ENGINEER's** liability to the **OWNER** and all contractors arising from the **ENGINEER's** professional acts, errors or omissions, such that the total aggregate liability of the **ENGINEER** to all those named shall not exceed \$1,000,000 or the **ENGINEER's** total fee for services rendered on this project, whichever is greater.

6.15. **Period of Repose.** Any applicable statute of limitations shall be in accordance to the State Laws of Mississippi.

6.16. **Hazardous Materials.**

6.16.1. When hazardous materials are known, assumed or suspected to exist at a project site, **ENGINEER** is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and

regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. **OWNER** hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform **ENGINEER** in writing prior to initiation of services under this **Agreement**.

6.16.2. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. **OWNER** agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. **ENGINEER** agrees to notify **OWNER** as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered.

6.17. **Subsurface Conditions and Utilities.**

6.17.1. The **OWNER** recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of **ENGINEER**, or **ENGINEER's** subconsultants, with appropriate equipment may fail to detect certain hidden conditions. The **OWNER** also recognizes that actual environmental, geological and geotechnical conditions that **ENGINEER** properly inferred to exist between sampling points may differ significantly from those that actually exist.

6.17.2. **ENGINEER** will locate utilities which will affect the **Project** from information provided by the **OWNER** and utility companies and from **ENGINEER's** surveys. In that these utility locations are based, at least in part, on information from others, **ENGINEER** cannot and does not warrant their completeness and accuracy.

6.18. **Anticipated Change Orders.** **OWNER** recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in Contract Documents; that all details of a completed project are not intended to be covered in the Contract Documents; that a certain amount of errors, omissions, ambiguities and inconsistencies are to be expected in Contract Documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the Contract Documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for. As long as **ENGINEER** provides services within professional standards and the standard of care of **ENGINEER's** profession in accordance with paragraph 6.10, **OWNER** agrees not to make any claim against **ENGINEER** for cost of these Change Orders unless these costs become a significant part of the construction contract amount. In no case will **OWNER** make claim

against **ENGINEER** for costs incurred if the Change Order work is a necessary part of the **Project** for which **OWNER** would have incurred costs if work had been included originally in the Contract Documents unless **OWNER** can demonstrate that such costs were higher through issuance of the Change Order than they would have been if originally included in the Contract Documents in which case any claim of **OWNER** against **ENGINEER** will be limited to the cost increase and not the entire cost of the Change Order.

6.20.1 Professional Quality. The **ENGINEER** shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other professional services furnished by the **ENGINEER** under this Agreement. The **ENGINEER** shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in his designs, drawings, specifications, reports, and other professional services, and shall be liable to **OWNER** as a result of such errors or omissions

6.19. Value Engineering. If the **OWNER** retains the services of a **VALUE ENGINEER (VE)** to review the Contract Documents prepared by the **ENGINEER**, it shall be at the **OWNER's** sole expense and shall be performed in a timely manner so

as not to delay the orderly progress of the **ENGINEER's** services. The **OWNER** shall promptly notify the **ENGINEER** of the identity of the **VE** and shall define the **VE's** scope of services and responsibilities for the **ENGINEER**. All recommendations of the **VE** shall be given to the **ENGINEER** for review, and adequate time will be provided to the **ENGINEER** to respond to these recommendations. If the **ENGINEER** objects to any recommendations made by the **VE**, it shall so state in writing to the **OWNER**, along with the reasons for objecting. In addition, the **ENGINEER** shall be compensated for services necessary to incorporate recommended **VE** changes into reports, drawings, specifications, bidding or other documents. The **ENGINEER** shall be compensated as Additional Services for all time spent to prepare for, review and respond to the recommendations of the **VE**. The **ENGINEER's** time for performance of its services shall be equitably adjusted.

6.20. Affirmative Action. During the performance of this **Agreement**, the **ENGINEER** agrees to take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex or national origin.

6.21. **Conflicts.** In the event of a conflict between the main text of this **Agreement** and any appendix thereof, provisions of the main text shall govern.

6.22. **Governing Law.** The laws of the State of Mississippi will govern the validity of this **Agreement**, its interpretations and performance, and remedies for any claims related to this **Agreement**.

6.23. **Separate Provisions.** If any provisions of this **Agreement** are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

6.24. The **ENGINEER** authorizes Michael W. Essary, Registered Professional Engineer No. #11856 in the State of Mississippi, to act on his behalf for this **Project**.

SECTION 7 — DEFINITIONS

As used herein, the following words and phrases have the meanings indicated, unless otherwise specified in various sections of this Agreement:

7.1. **Addenda.** Written or graphic instruments issued prior to the opening of bids which clarify, correct or change the bidding documents or the Contract Documents.

7.2. **Agreement.** This contract including all exhibits and documents included by reference.

7.3. **Application for Payment.** The form accepted by **ENGINEER** which is to be used by Contractor in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

7.4. **Bid.** The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the construction work to be performed.

7.5. **Change Order.** A document recommended by **ENGINEER** which is signed by Contractor and **OWNER** and authorizes an addition, deletion or revision in the construction work, or an adjustment in the contract price or the contract time, issued on or after the effective date of the construction contract.

7.6. **Contract Documents.** The drawings and specifications, addenda, and other documents required to obtain bids from contractors for construction of the **Project**.

7.7. **Contractor.** The person, firm or corporation with whom **OWNER** has entered into a contract for construction of the **Project**.

7.8. **Construction Cost.** Total cost of entire **Project** to **OWNER** not including **ENGINEER's** compensation and expenses, cost of land and rights-of-way, or compensation for or damages to properties, unless this **Agreement** so specifies; nor will it include

OWNER's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the **Project** or the cost of services to be provided by others to **OWNER** pursuant to Section 3 of this **Agreement**.

7.9. **Direct Labor Costs.** Salaries and wages paid to **ENGINEER's** personnel engaged directly on the **Project**, including engineers, draftsmen, technicians, designers, surveyors, resident project representatives and other technical and administrative personnel; but does not include indirect payroll related costs or fringe benefits.

7.10. **Drawings.** The drawings which show the character and scope of the **Project** and which have been prepared or approved by **ENGINEER** and are referred to in the Contract Documents.

7.11. **Reimbursable Expenses.** Actual expenses incurred by **ENGINEER** directly in connection with providing services for the **Project**. These include, but are not limited to, transportation and subsistence; reproduction and printing; communications; postage and express mail; equipment rental; and expense of computers and other specialized equipment.

7.12. **Resident Project Representative.** The authorized representative of **ENGINEER** who is assigned to the construction site or any part thereof for

the purpose of observing the performance of the work of the Contractor.

7.13. **Shop Drawings.** All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the work and all illustrations, brochures, standard schedules and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the **Project**.

7.14. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the **Project** and certain administrative details applicable thereto.

7.15. **Subcontractor.** An individual, firm or corporation having a direct contract with Contractor or with any other subcontractor for the performance of a part of the **Project** at the site.

7.16. **Supplier** A manufacturer, fabricator, supplier, distributor, material man or vendor of products or equipment used in construction of the project.

SECTION 8 — SPECIAL PROVISIONS AND EXHIBITS

8.1. This **Agreement** is subject to the following Special Provisions.

8.2. The following Exhibits are attached to and made a part of this **Agreement**.

8.2.1. Exhibit A (Amended #2), "Project Description."

8.2.2. Exhibit B (Amended), "Scope of Services."

8.2.3. Exhibit C, "Scope of Construction Administration Phase Services."

8.2.4. Exhibit D (Amended #2), "Project Schedule."

8.2.5. Exhibit E (Amended #2), "Payments to Engineer."

8.2.6. Exhibit F, "Project Boundary."

8.3. This **Agreement**, consisting of Pages 1 to 14, inclusive, together with the Exhibits identified above, constitute the entire agreement between **OWNER** and **ENGINEER** and supersede all prior written and oral understandings. This **Agreement** and said Exhibits may only be amended, supplemented, modified or canceled through a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER: CITY OF HATTIESBURG, MS

BY: _____

TITLE: _____

WITNESS: _____

ENGINEER: NEEL-SCHAFER, INC.

BY: *Rum Bum*

TITLE: *Landscape Architect Manager*

WITNESS: *[Signature]*

LANDSCAPE ARCHITECT

EXHIBIT A (AMENDED #2)

PROJECT DESCRIPTION

The Timberton Softball Complex suffered damage as a result of the January 21, 2017 tornado weather event. The complex consists of six (6) softball fields, three (3) buildings, parking, walking trail and various other site amenities.

The Project includes the provision of engineering services to the City of Hattiesburg associated with the Timberton Softball Complex as shown in Exhibit F “Project Boundary”. The original contract included the Programming Stage described in Exhibit B “Scope of Programming Stage Description” which is complete.

This first amended contract, which was executed on February 7th, 2023, includes Design/Bidding and Construction Administration phase services as described in the Amended Exhibit B “Scope of Design Phase Services” and Exhibit C “Scope of Construction Administration Phase Services”. As of the date of this amended contract, the Design Phase Services are complete.

This amendment to the contract (AMENDED #2) reflects a change in the fee for Construction Administration phase services, which is described in Exhibit E (AMENDED #2) “Payments to Engineer”. The amended fee is explained in detail on Exhibit E (AMENDED #2) “Payments to Engineer”. This amendment also includes an update to the project schedule as shown on Exhibit D (AMENDED #2) “Project Schedule”.

The scope of Construction Administration phase services as described in Exhibit C remains unchanged.

[COMPLETE]

EXHIBIT B - Amended

Scope of Services

This PROJECT includes repairing the Timberton Softball Complex per latest FEMA documentation. The CONSULTANT shall prepare all plans, specifications, and provide an Opinion of Probable Cost.

TYPICAL ITEMS/MATERIALS PROVIDED BY THE CITY OF HATTIESBURG (CITY):

Based upon availability, the City will provide within normal resources, the following:

1. Maps, aerial photographs, and other cartographic items as may be available;
2. Available old construction plans, drawings, and maps pertinent to the project;
3. Names, addresses, and telephone numbers of points of contact which may prove useful to the CONSULTANT in conducting this analysis;
4. A single point of contact for day-to-day coordination of each CONTRACT;

FIELD SURVEY:

COMPLETE

Part 1 – KICKOFF MEETING

The purpose of the conference is to discuss procedures, contract administration, data required by this CONTRACT, the design criteria, and other matters as the parties deem necessary. After the Kickoff Meeting, the City shall authorize the CONSULTANT to proceed with the preparation of the conceptual design plans.

Part 2 – 50% REVIEW PLANS

The CONSULTANT shall prepare and submit 50% review plans in accordance with the City's format based on the approved FEMA scope of work. These plans shall contain, as a minimum:

- A. Title sheet, typical sections, preliminary listing of pay items, plan and profile sheets showing all geometrics, profile grades, construction limits, cross-sections, preliminary earthwork quantities, preliminary pavement marking sheets, size and location of all drainage structures, as well as any traffic control that will be required during construction. Cross drain structures shall be plotted on the cross sections.

Part 3 – 90% PLANS

After the 90% Plan review (100% plan development, pending final review) are complete, the CONSULTANT shall submit one (1) set of reproducible plans for review. In the 90% plan review, the City shall review and mark the plans with all required revisions.

After the 90% Plan review is conducted, the CONSULTANT shall provide the City with a written updated construction opinion of probably cost. This OPC shall be based on the plan quantities and historical cost data for the pay items.

Part 4 - FINAL CONTRACT PLANS

The final contract plans shall include all items required in the final plans and all other information such as, but not limited to:

- A. **FINAL CONTRACT PLANS:** Title sheet; detailed index; general notes; typical sections; summary of quantities; estimated quantities; plan-profile sheets; special design sheets; and all notes and data used to develop the plans.

ADVERTISEMENT:

The Consultant shall prepare legal advertisement for the referenced project and shall ensure the project follows the City's advertising procedures and is properly advertised per Mississippi State bidding laws and regulations. These services include the following:

- Preparing the advertisement
- Bidder Coordination
- Receive and evaluate bids
- Assemble Bids and Submit Bid Tabulation

Additional Items included in the scope of work:

1. Assistance with consultant required FEMA coordination
2. Assist in the bid opening and prepare items for concurrence to award the project

Items Not included in the scope of work:

1. Boundary Survey
2. Cultural Resource survey
3. Threatened and Endangered Species survey
4. Wetlands delineation and mitigation
5. Right-of-way Acquisition Services
6. Environmental Assessments
7. Re-bidding the Project

Exhibit B (Amended) - Scope of Design Phase Services

Neel-Schaffer and its subconsultants will provide design and bidding phase services for the Damage Description and Dimensions per Approved PW 44(0) as noted.	CBCA Hazard Mitigation
Mobilization, Site Security & Storage	
Mobilization	
None	
Site Security & Storage	
None	
Press Boxes	
Main Press Box	
The Press Box on the main ball fields (1 thru 4) sustained damages from a falling utility pole, damaging • 39ft W x 20lf = 8sq of corrugated metal roof, • Window damage to 12ea glass only from flying debris and wind, • Ceiling damage from inspection of 4ft x 8lf 1/4in plywood painted area w/insulation, • 20lf of overhang and soffit was damaged (wood only) including 3ea 22lf rafters, • 2ea 4ft x 8 LF T111 siding damaged	
Southwest Press Box	
None	
Southeast Press Box	
None	
Public Address System	
1 ea PA system with exterior speakers damaged by flying debris and lightning.	
Scoreboards	
Four of the existing 4ft x 8ft scoreboards were damaged by wind-driven debris and lightning.	
Dugouts (10)	\$64,000.00
Dug-outs on Field #5 & #6 were destroyed along with all 8 dug-outs on ball fields 1,2,3,&4 for a total of 10 ea. They were 20lf x 10ft wood dug-out structures w/asphalt shingles. (Note: the applicant intends to replace these with roof structure over chain link fencing with a metal bench).	CBCA allowed total of \$94,000 including hazard mitigation costs
HVAC Systems	
1 ea, 4 ton HVAC exterior unit damaged by flying debris	
Drinking Fountain	
None	
Lighting	
Ball Field Lighting	
The lighting systems on all six fields' sustained damage to a total of 28 utility treated poles ranging in size from 50ft to 70ft high with various quantities of 1500W light fixtures atop each pole. Electrical connections on each pole were damage from stretching and breaking of the underground wire and water intrusion as a result of the event. (Note: the applicant intends to replace these with concrete poles with more lights on each pole and a lesser number of poles).	
Walking Trail Lighting	
None	
Fields	
The infields of fields 1 thru 4 have some small amounts of glass and other construction debris from the damaged overhead lights and wind-driven debris.	
Ball Field Fence & Backstops	\$0.00

Neel-Schaffer and it subconsultants will provide design and bidding phase services for the Damage Description and Dimensions per Approved PW 44(0) as noted.	CBCA Hazard Mitigation
Fence 5ft high w/top rail around the fields that was damaged by the event totals 2045 lf. chain link gates on the various fields and the main entrance sustained damage from flying debris. All backstops for fields 1 thru 4 were destroyed, 120 lf x 24ft H x 4 = 480 lf of back stop. Field #5 also had damage to 20 lf of 24ft H backstop for an overall 500lf of 24ftH backstop. FEMA Inspection 9/26/19 identified 1100 LF of damaged 5ft fence and 4 backstops 56 LF each for a total of 230 LF.	Cost Including Hazard Mitigation per N-S Estimated Costs in PW 44(1) \$51,976.05 for 2,360 LF fence \$13,750.00 for 500 LF backstop Total = \$65,276.05 CBCA amount is greater than N-S estimate which includes HM costs.
Batting Cage	
None	
Bleachers	
9ea 3 row by 16 lf bleacher seats and 3ea by 16 lf bleacher seats were damaged beyond repair.	
Site Improvements	
Concrete Pavement	
None	
Walking Trail Paving	
None	
Pedestrian Bridge	
None	
Site Improvements (Grading, Excavation, Topsoil, Sod, ect.)	
None	
Debris Removal, Clearing & Grubbing Walking Trail	
And incidental to the overall operation, Cat A debris will consist of two stumps and three small piles of loose vegetative debris totaling an estimated 78cy.	
Entrance Sign & Traffic Sign	
A 4ft x 8ft painted wood sign located between the trail and the street was destroyed by falling debris.	
Picnic Table	
None	
Flagpole	
The wind bent and destroyed a 35ft aluminum flagpole, Concrete curbing on the south side of the entrance totaling 30 lf of 6in curb damaged by falling debris and debris removal operations.	
Fire Hydrant	
None	
Headwall	
None in Version 0 FEMA Inspection 9/26/19 - Concrete and CMU headwall - approximately 20 FT L x 3 FT D x 6 inches thick - no rebar identified in damaged structure - no wingwalls in damaged structure	
Trash Receptacle Enclosure	
The trash receptacle enclosure sustained wind and wind-driven debris damage to the east, west, and south sides of the structure. The 6ft x 12ft chain link gate on the east side was destroyed beyond repair and four of the 4f x 8f wood panels on the south and east side were damaged, totaling 16lf x 8ft = 128sf.	
Main Press Box (Non-Participating)	
All plans and specifications to reconstruct the existing 2 story concessions building and press box totaling approximately 3400 square feet total and will be rebuilt on the existing slab. Deliverables to include: Full set of construction documents, specifications, CA, and Structural and MEP.	

Exhibit C - Scope of Construction Administration Phase Services

Neel-Schaffer and its subconsultants will provide construction administration phase services for the Damage Description and Dimensions per Approved PW 44(0) as noted.	CBCA Hazard Mitigation
Mobilization, Site Security & Storage	
Mobilization	
None	
Site Security & Storage	
None	
Press Boxes	
Main Press Box	
The Press Box on the main ball fields (1 thru 4) sustained damages from a falling utility pole, damaging • 39ft W x 20lf = 8sq of corrugated metal roof, • Window damage to 12ea glass only from flying debris and wind, • Ceiling damage from inspection of 4ft x 8lf 1/4in plywood painted area w/insulation, • 20lf of overhang and soffit was damaged (wood only) including 3ea 22lf rafters, • 2ea 4ft x 8 LF T111 siding damaged	
Southwest Press Box	
None	
Southeast Press Box	
None	
Public Address System	
1 ea PA system with exterior speakers damaged by flying debris and lightning.	
Scoreboards	
Four of the existing 4ft x 8ft scoreboards were damaged by wind-driven debris and lightning.	
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Dug-outs on Field #5 & #6 were destroyed along with all 8 dug-outs on ball fields 1,2,3,&4 for a total of 10 ea. They were 20lf x 10ft wood dug-out structures w/asphalt shingles. (Note: the applicant intends to replace these with roof structure over chain link fencing with a metal bench).	CBCA allowed total of \$94,000 including hazard mitigation costs
HVAC Systems	
1 ea, 4 ton HVAC exterior unit damaged by flying debris	
Drinking Fountain	
None	
Lighting	
Ball Field Lighting	
The lighting systems on all six fields' sustained damage to a total of 28 utility treated poles ranging in size from 50ft to 70ft high with various quantities of 1500W light fixtures atop each pole. Electrical connections on each pole were damaged from stretching and breaking of the underground wire and water intrusion as a result of the event. (Note: the applicant intends to replace these with concrete poles with more lights on each pole and a lesser number of poles).	
Walking Trail Lighting	
None	
Fields	
The infields of fields 1 thru 4 have some small amounts of glass and other construction debris from the damaged overhead lights and wind-driven debris.	
Ball Field Fence & Backstops	\$0.00

Neel-Schaffer and it subconsultants will provide construction administration phase services for the Damage Description and Dimensions per Approved PW 44(0) as noted.	CBCA Hazard Mitigation
Fence 5ft high w/top rail around the fields that was damaged by the event totals 2045 lf. chain link gates on the various fields and the main entrance sustained damage from flying debris. All backstops for fields 1 thru 4 were destroyed, 120 lf x 24ft H x 4 = 480 lf of back stop. Field #5 also had damage to 20 lf of 24ft H backstop for an overall 500lf of 24ftH backstop. FEMA Inspection 9/26/19 identified 1100 LF of damaged 5ft fence and 4 backstops 56 LF each for a total of 230 LF.	Cost Including Hazard Mitigation per N-S Estimated Costs in PW 44(1) \$51,976.05 for 2,360 LF fence \$13,750.00 for 500 LF backstop Total = \$65,276.05 CBCA amount is greater than N-S estimate which includes HM costs.
Batting Cage	
None	
Bleachers	
9ea 3 row by 16 lf bleacher seats and 3ea by 16 lf bleacher seats were damaged beyond repair.	
Site Improvements	
Concrete Pavement	
None	
Walking Trail Paving	
None	
Pedestrian Bridge	
None	
Site Improvements (Grading, Excavation, Topsoil, Sod, ect.)	
None	
Debris Removal, Clearing & Grubbing Walking Trail	
And incidental to the overall operation, Cat A debris will consist of two stumps and three small piles of loose vegetative debris totaling an estimated 78cy.	
Entrance Sign & Traffic Sign	
A 4ft x 8ft painted wood sign located between the trail and the street was destroyed by falling debris.	
Picnic Table	
None	
Flagpole	
The wind bent and destroyed a 35ft aluminum flagpole, Concrete curbing on the south side of the entrance totaling 30 lf of 6in curb damaged by falling debris and debris removal operations.	
Fire Hydrant	
None	
Headwall	
None in Version 0 FEMA Inspection 9/26/19 - Concrete and CMU headwall - approximately 20 FT L x 3 FT D x 6 inches thick - no rebar identified in damaged structure - no wingwalls in damaged structure	
Trash Receptacle Enclosure	
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Main Press Box (Non-Participating)	
All plans and specifications to reconstruct the existing 2 story concessions building and press box totaling approximately 3400 square feet total and will be rebuilt on the existing slab. Deliverables to include: Full set of construction documents, specifications, CA, and Structural and MEP.	

Exhibit D - AMENDED #2
Project Schedule - Construction Administration Phase Services

[illegible]

EXHIBIT E (AMENDED #2)

PAYMENTS TO ENGINEER

1.1 For Basic Services

Owner will pay **ENGINEER** for Basic Services rendered under Section 1 to not exceed the ***Engineering and Design Services of Average Complexity Curve B***, as supplemented by Exhibit B, "Scope of Programming Stage Description" and Exhibit C-D, "Future Scope Description", the following amounts:

- 1.1.1 For Programing Stage. A lump sum fee of **\$17,211.00**. **ENGINEER** shall submit a statement for this amount upon completion of Basic Services for Programming Stage.

[COMPLETE]

- 1.1.2 For Construction Documents & Bidding (Part H.2 A/E Design Costs). A lump sum fee of **\$104,635.97 (\$72,760.97 per PW 44 + \$31,875.00 non-participating for press box)**. Payments to **ENGINEER** for Final Design Phase shall be made in accordance with the provisions of paragraph 5.2 of this agreement.

[COMPLETE]

- 1.1.3 For Construction Administration. A lump sum fee of **\$42,507.22 (\$31,882.22 per PW 44 + \$10,625.00 non-participating for press box)**. This fee is based on a construction contract period consisting of 150 calendar days. If this period is extended, through no fault of the **ENGINEER**, then the **ENGINEER** may request additional fees. Payments to **ENGINEER** for Construction Phase shall be made in accordance with the provisions of paragraph 5.2 of this **Agreement**.

[ORIGINAL FEE]

- 1.1.4 For Construction Administration (AMENDED #2). An hourly not-to-exceed fee of **\$161,943.03 (\$149,318.03 participating CA items + \$12,625.00 non-participating press box CA items)**. This fee is based on the total allowable fee from FEMA Cost Curve B, which is obtained by applying the total awarded amount of the FEMA contract (\$2,908,403.68) to the cost curve. The final fee was obtained after subtracting the design services fee for the completed Construction Documents & Bidding Phase from the total allowable fee. **(\$266,579.00 FEMA Cost Curve B Allowable Fee - \$104,635.97 Completed Design Phase Fee = \$161,943.03 Total Amended CA Fee)**.

This construction contract period consists of 180 calendar days. If this period is extended, through no fault of the **ENGINEER**, then the **ENGINEER** may request additional fees. Payments to **ENGINEER** for Construction Phase shall be made in accordance with the provisions of paragraph 5.2 of this **Agreement**

[AMENDED #2 FEE]

- 1.1.5 For Additional Services. (Suggested wording.) **OWNER shall pay ENGINEER for Additional Services rendered under Section 2 on the basis of ENGINEER's Direct Labor Costs times a factor of 2.9 plus Reimbursable Expenses. Payments to ENGINEER for**

*Additional Services shall be made in accordance with paragraph 5.2 of this **Agreement**. In addition to these Additional Services specified under Section 2 of this **Agreement**, the following shall be considered as Additional Services:*

- *Surveys and Mapping*
- *Geotechnical Investigations and Engineering*
- *Architectural Services*

OWNER anticipates providing these services and information to **ENGINEER** such that Additional Services will not be required for them.

- 1.1.6 Payments to **ENGINEER** by **OWNER** are not contingent on any factor except **ENGINEER's** ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

Payments to **ENGINEER** by **OWNER** specifically are not contingent on **OWNER's** receipt of grants for the **Project** or **OWNER's** decision to suspend or cancel the **Project**.

EXHIBIT F

PROJECT BOUNDARY





Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, July 2, 2024
Re: Approve a Contract extension for a Second Term with CrowderGulf, LLC for Debris Removal services in the event of a disaster and authorize the Mayor to execute in duplicate.
File Number: 2024-270
Minute Book #

Summary

Approve a contract extension for a Second Term with CrowderGulf, LLC for Debris Removal services in the event of a disaster and authorize the Mayor to execute in duplicate. The original contract was approved for one-year on September 19, 2023 (Initial Term). This extension is the Second Term of up to Four Terms.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 2, 2024 City Council meeting for consideration.



ADMINISTRATIVE OFFICE
5629 Commerce Blvd East
Mobile, AL 36619

OFFICE : 800-992-6207
FAX : 251-459-7433

May 23, 2024

Ms. MaryBeth Bergin
Director of Transportation & Engineering
City of Hattiesburg
212 West Front Street
Hattiesburg, MS 39401

via email: mbergin@hattiesburgms.com

Re: Contract Renewal for Disaster Debris Removal and Disposal Services

Dear Ms. Bergin:

CrowderGulf has been providing the City of Hattiesburg with Disaster Debris Removal and Disposal Services per the agreement that commenced on September 19, 2023. The contract term will be for a one (1) year period with the option for three (3) renewals of one (1) year each.

If the City of Hattiesburg is in agreement to renew the existing contract, please sign the renewal acceptance below and return to CrowderGulf. Upon execution of this acknowledgement the contract will continue under the same terms and conditions until its new expiration date of September 18, 2025.

We appreciate the opportunity to renew this contract and stand ready to respond immediately in the event the community of the City of Hattiesburg needs our services. If you have any questions or if we can be of any further assistance, please do not hesitate to contact me at the Disaster Administration Office (DAO) at 800-992-6207 or by e-mail jramsay@crowdergulf.com.

Best regards,

A handwritten signature in blue ink that reads 'Ashley Ramsay-Naile'.

Ashley Ramsay-Naile
President

RENEWAL ACCEPTANCE – City of Hattiesburg, MS

Signature

Name/Title

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2023

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 Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532		CONTACT NAME: Nina Glover PHONE (A/C, No, Ext): (251) 279-6373 E-MAIL ADDRESS: nina@pathwayinsgroup.com FAX (A/C, No):	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: The Gray Insurance Company - Best Rating A-VIII	
		INSURER B: Westchester Surplus Lines Insurance	
		INSURER C: Navigators Ins. Co.	
		INSURER D: Lloyds of London	
		INSURER E:	
		INSURER F:	

INSURED CrowderGulf LLC/CrowderGulf Joint Venture 5629 Commerce Blvd. E. Mobile AL 36619		NAIC # 36307	
--	--	------------------------	--

COVERAGES**CERTIFICATE NUMBER:** CL2341910089**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY			XSGL-100090	07/01/2022	07/01/2025	EACH OCCURRENCE	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 3,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 3,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY			XSAL-100100	07/01/2022	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
								\$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB			H023LIA15303401	07/01/2023	07/01/2024	EACH OCCURRENCE	\$ 11,000,000
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE	\$ 11,000,000
	DED RETENTION \$							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			GWC-100173	07/01/2022	07/01/2025	☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
B	Contractors Pollution Liab. Coverage Includes Transportation Poll Cov. End			G71538825002	07/01/2023	07/01/2025	Each Pollution Condition	5,000,000
							General Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

D-Professional Liability- Claims Made - Lloyds of London - LL00226-02 10/15/2022 - 10/15/2023 2,000,000 Per Occurrence / 2,000,000 General Aggregate

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, when required by written contract

CERTIFICATE HOLDER**CANCELLATION**

City of Hattiesburg, Purchasing Clerk P. O. Box 1898 Hattiesburg MS 39403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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Disaster Debris Removal and Disposal Services

**Pre-Position Contract
2023-2024**

**CrowderGulf, LLC
September 2023**

**Submitted by:
Engineering Department**

**SCOPE OF WORK
FOR DEBRIS REMOVAL
IN HATTIESBURG, MISSISSIPPI**

1.0 GENERAL

- 1.1 The purpose of this contract is to remove and dispose of all eligible debris from City of Hattiesburg Rights-of-Way (ROW) and applicant owned property within the City of Hattiesburg. Private Right of Way Access or Right of Entry (ROE) may or may not be part of this project; however, if the City, State, MEMA, or FEMA authorizes ROE, it will become part of this project.
- 1.2 The contract term will be One (1) Year with the option for Three (3) renewals of One (1) Year each.

2.0 SERVICES

- 2.1 The Contractor shall provide for debris removal and disposal of all eligible debris from the City ROW. There will be no burning of debris permitted under this contract.
- 2.2 The debris shall be taken to the Contractors preferred rubbish site for final disposal, and the site must be a Mississippi Department of Environment Quality (MDEQ) approved dumpsite. A list of MDEQ Approved sites for this disaster is included below:

98 Waste LLC
Class 1 Rubbish Site
979 Highway 98 East
Hattiesburg, MS 39401

Oak Gove Landfill
Class 1 Rubbish Site
133 Gravel Pit Rd.
Hattiesburg, MS 39402

Pine Belt Solid Waste
5274 Ms-29
Ovett, MS 39464

- 2.3 Haul and Dispose. The work shall consist of clearing, separating, and removing any and all eligible debris (see definitions of eligible debris) from public property only, including ROW of streets and roads. Work shall include: 1) examining and sorting debris to determine whether or not debris is eligible; 2) loading and sorting the debris; and 3) hauling the eligible debris to a MDEQ approved dumpsite. Ineligible debris shall not be loaded, hauled, or dumped under this contract. The City's authorized agent shall be immediately notified of any ineligible debris placed at the right-of-way for collection.

- 2.3.1 The Contractor shall make a maximum of Three (3) passes with a minimum of one weekend between each pass. The contractor shall not move from one designated work area to another designated work area without prior approval from the City's authorized agent or their designee.
- 2.4 Any eligible debris, such as fallen trees, which extend onto the public ROW from private property, shall be cut at the point where it enters the ROW. Only that part of the debris that lies within the ROW shall be removed. Hazardous limbs are considered eligible debris and are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public use area, such as a trail, sidewalk, road, etc. Trees in the public ROW with more than 50% of the crown broken are eligible debris and shall be removed. Holes present as a result of uprooted trees in the public ROW shall be filled to ground level. The Contractor shall not enter onto private property during the performance of this contract, unless specifically authorized by the City, in writing.
- 2.5 Contractors shall note that a portion of the project will occur in residential areas. The contractors should exercise due care to minimize any damages to trees, shrubs, landscaping and general property. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. The debris work area shall be left clear of debris and cleaned, as reasonably and practical under the conditions of this project.
- 2.6 The contractor shall use equipment and perform work in a manner to prevent damages to the City's infrastructure facilities and adjacent ROWs, including all landscaped areas. The contractor shall repair any damages caused by the contractor's equipment in a timely manner at no expense to the City. All loading equipment is required to operate from the street/road using buckets and/or boom and grapple devices to remove and load the debris. Any damage to private property, sidewalks, curbs, or streets shall be repaired at the expense of the contractor.
- 2.7 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of Federal, State and Local governments or agencies, or of any public utilities.
- 2.8 The government reserves the right to inspect the site, verify quantities, and review operations at any time.
- 2.9 All work shall be accomplished in a safe manner in accordance with OSHA standards.
- 3.0 LOAD TICKETS**
- 3.1 While it is preferred that an e-ticket system will be utilized for monitoring, should a manual system be used, load tickets shall be used for recording the cubic yard volume of debris removed for disposal. In the event that an e-ticket system is not utilized, the following process will be used regarding load tickets. A copy of the load ticket to be

used by the contractor shall be submitted for approval prior to beginning work. The Contractor shall provide all load tickets to the City. The load ticket numbers shall be sequentially numbered. The load tickets shall be a minimum of four-parts.

3.2 The e-ticket system, or if manual tickets are used, shall contain the following information:

- Ticket Number
- Contract Number
- Contractor Name
- Date
- Truck or Roll-off Number
- Truck Capacity
- Point of Debris Collection
- Loading Departure Time
- Dump Arrival Time
- Percent of Load
- Actual Debris Volume
- Debris Eligibility (Y/N)
- Type of Debris

3.3 In the event manual tickets are used, a minimum of four-part load ticket will be issued by a City monitor prior to transport of the debris from the loading site. The entire four-part load ticket is given to the vehicle operator. Upon arrival at the dumpsite, the vehicle operator will give the entire four-part load ticket to the City monitor. The City monitor will verify the hauler and equipment, and establish a percent of truck capacity of the eligible cubic yardage of debris load. After documenting percentage to the nearest 5%, the City monitor will calculate the actual cubic yardage of the load. The actual cubic yard will be recorded on the load ticket by the City monitor to the nearest cubic yard. The City monitor will document the data on the load ticket. The City monitor will give one copy to the vehicle operator. One copy is then given to the contractor, the original is kept by the City, and the fourth for any other entity that may need a copy. The load tickets shall be submitted with the daily operational report.

4.0 DEBRIS CLASSIFICATION

4.1 Eligible Debris. Eligible debris is considered all storm related debris which is located within the public right of way, and applicant owned properties, as defined below. It is further defined as debris eligible for reimbursement under the FEMA Public Assistance Grant Program.

4.2 Stumps. The removal and disposal of all stumps, when eligible for removal, may be paid on the cubic yard basis, regardless of size or whether or not the stumps require extraction by the contractor. Stumps 6" or larger hauled separate from other debris shall be individually measured and converted to cubic yards using the attached TABLE by the

City's representative. Uprooted stumps with an exposed root ball on improved public property or in the ROW 24" or larger that create an immediate threat of life, public health, and safety which have to be extracted by mechanical means may be addressed on a case-by-case basis by the City after FEMA approval. Removal shall be accomplished by the most economical means. The extracted stump will then be measured and converted to cubic yards using the attached TABLE by the City's representative.

- 4.3 Construction and Demolition (C&D). The removal of C&D debris within the Public ROW, and on applicant owned properties, is to be removed.
- 4.4 Household Hazardous Waste. If it is determined that Household Hazardous Waste (HHW) has been comingled with the eligible debris, the Contractor will be required to construct a HHW containment area(s) or coordinate to establish a useable existing site. The Material which is found to be classified as HHW shall be reported immediately to the City's representative. This material shall be segregated from the remaining debris using a method which will allow the remaining non-HHW containment area. Disposal of the HHW debris will be accomplished by the Contractor.
- 4.5 Electronics. The Contractor shall collect and dispose of eligible electronics waste in a manner complying with all applicable Federal, State and Local laws and regulations. Electronic, or e-waste, refers to electronic products being placed on the ROW. These include a wide range of items, including but not limited to the following:
 - Television and computer monitors
 - Computers and computer peripherals (i.e. monitors and keyboards)
 - Audio and stereo equipment
 - VCR's and DVD players
 - Video cameras
 - Telephones, cellular telephones and other wireless devices
 - Fax and copy machines
 - Video games and consoles

5.0 PERFORMANCE SCHEDULE

- 5.1 The Contractor shall commence performance within twenty-four (24) hours of receipt of notice to proceed.
- 5.2 Prior to commencing debris removal operations a contractor shall, with the City's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a 7 and 14 day projection. The plan shall be updated every Monday.
- 5.3 All activity associated with debris operations shall be performed between 6:00 AM and 8:00 PM in the affected areas. The contractor may work seven (7) days per week, including holidays.

- 5.4 Maximum allowable time for completion shall be ninety (90) calendar days, unless the City initiates additions or deletions to the contract by written change orders. Both parties pursuant to applicable City, State and Federal law will equitably negotiate subsequent changes in cost and completion time.
- 5.5 Contractor shall have a minimum daily production rate of 1,000 cubic yards after reaching full production within 72 hours of notice to proceed. In the event that the contract is extended and the daily production rate is less than 1,000 cubic yards per day, liquidated damages equal to daily monitoring costs and other costs incurred by lengthening the contract duration shall be assessed to the Contractor.

6.0 EQUIPMENT

- 6.1 All trucks and other equipment must be in compliance with all applicable Federal, State, and Local rules and regulations. All trucks and other equipment shall be equipped with back-up alarms. Any truck used to haul debris must be capable of rapidly dumping its load without the assistance of other equipment. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2" by 6" boards or greater and not to extend more than two feet above the metal bedsides. All extensions are subject to acceptance or rejection by the City. The contractor shall provide means to rapidly unload any trailer that does not have a means for dumping. All trailers shall have a metal-framed exterior and a minimum of 5/8" plywood (not wafer board) interior walls. All equipment used to haul debris shall be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity. **Plastic webbing is not acceptable for a tailgate.** All hauling equipment shall be measured and marked for its load capacity. The Contractor is responsible for ensuring all loading and transport equipment complies with State and Local laws. The Contractor prior to use shall inspect all equipment. The Contractor will provide a form for this purpose.
- 6.2 Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs shall be furnished by the Contractor. Magnetic signs are not permitted. The signs shall contain the following information:
- Company Name
 - Truck Number
 - Cubic Yardage
 - Inspectors' Name and Date
- 6.3 Prior to commencing debris removal operations, the Contractor shall present to the City all trucks, trailers, or containers that will be used for hauling debris. Each truck or trailer will be measured to determine the load capacity. Each truck or trailer shall be numbered

and clearly display the load capacity for identification with a permanent marking. The City may, at any time, request that the trucks be re-measured. The Contractor shall notify the City each time a new truck, trailer or container is to be used under this contract. No capacity can exceed 100% of the measured volume.

- 6.4 Trucks or equipment, which are designated for use under this contract, shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.
- 6.5 Loading equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size loading equipment (6 CY and up) and non-rubber tired equipment must be approved by the City.
- 6.6 The Contractor shall provide an inspection tower at each dumpsite. This tower shall be constructed such that the City monitor can see the bed when empty and to fully view the debris load (at least 10 feet above the existing ground surface), establishing the volume. The inspection tower shall be constructed to meet all Local, State and Federal safety requirements. The tower shall be constructed using pressure treated wood. The floor area shall be a minimum of 8' by 8', constructed of 2" x 8" joists, 16: O.C. with ¾" plywood supported by four 6" x 6" posts. The perimeter of the floor area shall be protected by a 4-foot high wall constructed of 2" x 4" studs and ½" plywood. The floor area shall be covered with a corrugated tin roof. The roof shall provide a minimum of 6'-6" of head room below the support beams. Access shall be provided by wooden steps with a hand rail. The towers shall include a writing surface area. The contractor may provide a mechanical lift to be used in place of the constructed tower until the tower can be constructed. The Contractor shall remove and dispose of the inspection towers following completion of the debris removal at the direction of the City. The Contractor shall provide portable restroom facilities at all dumpsites.

7.0 REPORTING

- 7.1 The Contractor shall submit a report to the City each day for the term of the contract. Each report shall contain, at a minimum, the following information:
- Contractor's Name
 - Contract Number
 - Truck Number
 - Location of work
 - Day of Report
 - Daily and cumulative totals of debris removed, by category
- 7.2 Discrepancies between the daily operational report and the corresponding load tickets shall be reconciled no later than the following day.

8.0 OTHER CONSIDERATION

- 8.1 The Contractor shall supervise and direct the work, using a skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.
- 8.2 The Contractor shall be duly licensed in accordance with the City, State and County's statutory requirements to perform the work.
- 8.3 The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional costs to the City.
- 8.4 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet Federal, State, and Local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person should be posted at each approach to the work area. Work shall be accomplished in a safe manner in accordance with OSHA standards.
- 8.5 The Contractor is responsible for obtaining all applicable environmental and regulatory permits prior to the Contractor commencing operations.
- 8.6 The Contractor is responsible for dust control. The Contractor shall be in compliance with all State and Local laws for dust control.
- 8.7 The City may suspend contractor operations due to inclement weather. The performance period may be extended for weather delays.
- 8.8 The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- 8.9 The Contractor shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- 8.10 The Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) in so far as it may apply to this contract.

- 8.11 The Contractor shall comply with Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 – 330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 8.12 The Contractor shall permit access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- 8.13 The Contractor shall retain all required records for three years after grantees or sub grantees make final payments and all other pending matters are closed.
- 8.14 Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 8.15 The Contractor shall agree to comply with any other applicable Federal or State regulations.
- 8.16 The Contractor shall adhere to mandatory standards and policies on energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- 8.17 Contractor shall not subcontract with any parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.”
- 8.18 Contractor shall certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S. C. 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award. Contractor shall require all subcontractors to submit these same certifications.
- 8.19 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and

establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

8.20 Respondent represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session-AN ACT TO CREATE THE MISSISSIPPI EMPLOYMENT PROTECTION ACT; TO PROVIDE PROCEDURES FOR NEWLY HIRED EMPLOYEES AND THEIR EMPLOYERS; TO ENACT DEFINITIONS; TO REQUIRE EMPLOYEE VERIFICATION; TO PROVIDE EMPLOYER LIABILITY; TO SET UP EMPLOYER-EMPLOYEE PROGRAMS; TO MAKE PROVISIONS FOR THIRD-PARTY EMPLOYERS; TO DEFER TO FEDERAL LAW IN STATE LAW; TO ENACT EXEMPTIONS; TO DESIGNATE ENFORCEMENT DUTIES UNDER THE ACT; TO PROVIDE PENALTIES FOR VIOLATIONS OF THIS ACT; AND FOR RELATED PURPOSES); and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Respondent agrees to maintain records of such compliance and, upon request of the City, to provide a copy of each such verification to the City. Respondent further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject Respondent to the following:

- (1) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public; or
- (2) The loss of any license, permit, certification or other document granted to Respondent by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or
- (3) Both.

In the event of such termination/cancellation, Respondent would also be liable for any additional costs incurred by the City due to contract cancellation of license or permits.

9.0 FINAL DISPOSITION

Contractor will be responsible for negotiating and paying all disposal/tipping fees. Tipping fees shall be a direct pass through and will be reimbursed by the City. Contractor shall not include tipping fees in quoted costs.

10.0 MEASUREMENT

Measurement for all debris removed shall be as indicated on the BIDDING SCHEDULE as determined by the eligible debris delivered to dumpsite, as supported by the load ticket. Load tickets shall document measurement.

11.0 BONDING AND INSURANCE

- 11.1 Prior to signing of contract, Contractor agrees to furnish the City with all applicable certificates of insurance. A bid bond in the amount of \$50,000 shall accompany the proposal. In addition, a payment and performance bond being equal to the bid or \$1,000,000.00, whichever is higher, is required within 24 hours of notice to proceed. These bonds shall be executed by a cooperate surety company duly authorized and admitted to do business in the State of Mississippi and licenses to insure such a bond in the State of Mississippi. Provide a letter from Surety Company with this bid of current bonding availability. Each year upon renewal an updated letter is required to be provided to the City. The Contractor shall be able to cover expenses associated with a major recovery operation prior to the initial payment and between subsequent payments as well as the aforementioned bonds and insurance. Contractor mobilization costs will not be paid if the Contractor is unable to obtain bonding.
- 11.2 The Contractor shall save and hold the City harmless from and against all liability, claims, and demands on account of personal injuries (including without limitation workmen's compensation and death claims) or property loss or damages of any kind whatsoever, which arise out of or be in any manner connected with, or are claimed to arise out of or be in any manner connected with the performance of this contract, regardless of whether such injury, loss, or damage shall be caused by, or be claimed to be caused by, the negligence or other fault of the Contractor, any subcontractor, agent, or employee.
- 11.3 Within 24 hours following signing of contract, Contractor shall provide copies of insurance policies including all endorsements.
- Commercial General Liability – in the amount of Five Million Dollars (\$5,000,000.00) aggregate/One Million Dollars (\$1,000,000.00) per occurrence. The General Aggregate limit shall either apply separately to the resulting Contractor or shall be at least twice the required occurrence limit.
 - Comprehensive Automobile and Water Vehicle Liability – covering any automotive equipment to be sued in performance of the service, with a minimum limit in the amount of One Million Dollars (\$1,000,000.00) per occurrence combined single limit/Any Auto; Physical Damage Insurance covering owned or rented machinery, tools, equipment, office trailers, and vehicles.
 - Worker's Compensation – Proposer shall provide a policy with employer's liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence for each accident or illness. The Worker's Compensation policy shall State that it cannot be cancelled or materially changed without first giving thirty (30) days prior notice thereof in writing to the Owner. Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall supply a

signed copy of said notice. Any such exemption shall meet the requirements that qualify for an exemption under the applicable Worker's Compensation law.

- Pollution and Remediation Liability
- Limits: With limits of not less than Five Million Dollars (\$5,000,000.00) annual aggregate/One Million Dollars (\$1,000,000.00) per occurrence, including the cost of defense during the term of the contract and for a period of five (5) years following the completion thereof. Such coverage shall include, but not be limited to:
 - Pollution Legal Liability – (legal liability arising out of the discharge, dispersal, release, seepage, migration or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gasses, hazardous materials, waste materials or other irritants, contaminants, pollutants, into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work).
 - Remediation Legal Liability Expense – expenses incurred for or in connection with investigation, monitoring, removal, disposal, treatment, or neutralization of a condition arising from the discharge, dispersal release, seepage, migration, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, hazardous materials, waste materials or other irritants, contaminants, or pollutants into or upon the land, the atmosphere, or any watercourse or body of water, including groundwater at, under, or emanating from the work, as well as the cost to repair or replace real or personal property damaged during the course of Remediation Expense in order to restore the required Federal, State, Local or Provincial laws, ordinances, regulations, or statutes, or any subsequent amendments thereof; and
 - Transportation Legal Liability/Expense Pollution Legal Liability or Remediation Legal Liability/Expense arising out of the movement by the Contractor of product or waste of the Owner to its final delivery point as specified in the resulting contract.
 - Contractor agrees that the insurer shall waive its rights of subrogation, if any, against the Owner on Commercial General Liability and Worker's Compensation insurance coverage. The ACORD Certificate of Liability Insurance, with endorsements, shall be completed by the authorized Agent and returned to the Owner.
 - Loss Deductible Clause: The Owner shall be exempt from, and in no way liable for, any sums of money that may represent a

deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor.

- The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, its subcontractors of every tier, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable.
- Conditions: Each insurance policy shall include the following conditions by endorsement to the policy:
 - Each policy shall require that thirty (30) days prior to expiration, cancellation, nonrenewal or any material change in coverages or limits, a notice thereof shall be given to the Owner by a certified mail to Contractor. Contractor shall also notify the Owner, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal, or material change in coverage received by said Contractor from its insurer, and nothing contained herein shall absolve the Contractor of this requirement to provide notice.
 - Companies issuing the insurance policy, or policies, shall have no recourse against the Owner for payment of premiums.

The term "Owner" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Offices of the City and individual members, elected officials, employees thereof in their official capacities, and/or while acting on behalf of the Owner.

Owner shall be named as an additionally insured on all policies of insurance. The policy clause "Other insurance" shall not apply to any insurance coverage currently held by the Owner to any future coverage, or to the Owner's Self Insured Retentions as, if any of whatever nature.

12.0 PAYMENT

- 12.1 Payment for work completed may be invoiced on a semi-monthly basis. Invoice shall be based on reconciled load tickets from the daily operational reports. Payment will be based on the unit pricing submitted by the Contractor in the attached BIDDING SCHEDULE.
- 12.2 Time is of the essence to the performance hereunder and the City shall recover from the Contractor any delay costs caused by the acts or omissions of the Contractor or its agents. Except as otherwise provided herein, payment shall be made for actual work accepted and completed. If the Contractor has not been paid within forty-five (45) days following the date of hand delivery to the City's authorized agent of said invoice, the Contractor shall also be paid a late payment charge consisting of interest calculated at the rate of one and one-half percent per month calculated from the expiration of the forty-five (45) day period until fully paid. Payment made is based on the postmark date or hand delivery

date. No late payment interest shall be due and owing for payments withheld in good faith for reasonable cause.

- 12.3 For reasonable cause and/or when satisfactory progress has not been achieved by the Contractor during any period for which a payment is to be made, the City's authorized agent may retain a percentage of said payment, not to exceed 5% of the contract value to insure performance of the contract. Said cause and progress shall be determined by the City's authorized agent, in his sole discretion, based on his assessment of any past performance of the Contractor and the likelihood that such performance will continue. Upon completion of all contract requirements, retained amounts shall be paid promptly less any offsets or deductions authorized hereunder or by law.
- 12.4 The City may withhold payment or final payment for reasons including, but not limited to the following: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed or other reasonable cause.
- 12.5 Final payment, less any offsets or deductions authorized hereunder or by law, shall be made within thirty days of the certification of completion of the project by the City's authorized agent provided the Contractor has completed filing of all contractually required documents and certifications with the City's authorized agent, including acceptable evidence of the satisfaction of all claims or liens.

13.0 CHANGES, ADDITIONS, DEDUCTIONS, AND EXTRA WORK

Upon proper action by the City of Hattiesburg, the City's authorized agent may authorize changes, additions, or deductions from the work to be performed by written notice to the Contractor. No extra work shall be done or any obligation incurred except upon written order by the City's authorized agent. If any change causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, under this contract, the City's authorized agent shall make an equitable adjustment and modify the contract in writing.

14.0 TERMINATION OF THE CONTRACT

- 14.1 This contract may be terminated at any time for the convenience of the City. The City agrees to pay the contractor for all work completed through the termination date, as well as any demobilization costs that were a part of the original contract.
- 14.2 This contract shall be terminated for cause if the Contractor defaults in the performance of any of the terms hereof, including but not limited to: unsatisfactory job performance or progress, defective work, disputed work, failure to comply with material provisions of the contract, third party claims filed or reasonable evidence that a claim will be filed, or other reasonable cause; or otherwise fails to cure any other deficiency identified by the City's authorized agent within 24 hours of delivery of notice of said deficiency. The City retains all other legal or equitable rights or remedies existing as a result of said default,

including but not limited to any legal process necessary to obtain any sureties securing this contract. Any reasonable attorney's fee incurred in enforcing this contract will not exceed 5% of said contract price.

15.0 WARRANTIES AND REPRESENTATION

- 15.1 This contract is binding upon and insures to the benefit of the City or Assigns and is the whole agreement of the parties and governed by the Laws of the State of Mississippi.
- 15.2 The Contractor shall comply with all Federal, State, County and municipal laws, ordinances, and regulations. The Contractor shall not discriminate against any employee or applicant due to sex, race, color, creed, national origin, or ancestry. The Contractor further certifies he is eligible to perform this contract under Local and Federal law, is not now and has never been debarred from performing Federal or State government contracts and that all subcontractors used in the performance of this contract have the same qualification.

16.0 DEFICIENCIES, CORRECTIVE ACTIONS, AND DEDUCTIONS

- 16.1 When the Contractor's work does not conform to the Contract requirements completely, a deficiency exists. If a deficiency(s) is serious enough to render a service unacceptable, it is also considered a defect. Defects are important in determining if noncompliance levels have been exceeded for services inspected.
- 16.2 Corrective Actions. If deficiencies are identified, the City must take action to correct these deficiencies using one, or in some cases a combination of, the following:
 - 16.2.1 Stop Unsafe Work. The City's authorized agent may immediately stop work on that portion of the job affected by a safety hazard, until it is corrected.
 - 16.2.2 Issue a Stop Work Order. If the City's authorized agent determines the deficiency is serious, the City can issue a stop work order.
 - 16.2.3 Reduced Value Deduction. The City may reduce the Contract price to reflect the reduced value of the services performed. This method is normally used when the work is performed by the City or another contractor rather than the Contractor under this contract. The amount of the deduction is equal to the value of the service(s) not performed. As appropriate, calculation of deductions for certain deficiencies will be made using approved methods allowed by the contract clause entitled "Inspection of Services."
 - 16.2.4 The Contract may be terminated.
- 16.3 The City may discuss corrective actions with the Contractor to prevent future occurrences.

- 16.4 The City's authorized agent will notify the Contractor, in writing, of any observed noncompliance with the aforementioned Federal, State, or Local laws or regulations. Such notice, when delivered to the Contractor at the site of the work, shall be deemed sufficient for the purpose. After receipt of such notice, immediately inform the City's authorized agent of proposed corrective action, and take such action as may be approved. If the Contractor fails or refuses to comply promptly, the City's 'authorized agent may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time, or for excess costs or damages by the Contractor.

17.0 NOTICES

- 17.1. At the time of the award, the Contractor shall designate, in writing, a Contractor's Representative (CR) to receive any Notice required hereunder and who shall be available at the Local work site in Hattiesburg, during all times that the Contractor is performing work in accordance herewith. A copy of said designation shall be provided to the City's authorized agent at the time of award.
- 17.2. The only City personnel authorized to receive any Notice required hereunder shall be the City's authorized agent. Said Notice must be hand delivered during normal business hours to the location designated by the City. That location is:

City of Hattiesburg
Attn: Director of Transportation and Engineering
212 West Front Street
Hattiesburg, Mississippi 39401

18.0 OTHER CONTRACTS

The City reserves the right to issue other contracts or direct other contractors to work within the area included in this contract.

19.0 ATTACHMENTS

1. Price Proposal Form
2. List of Proposed Subcontractors
3. Debarment Certification Form
4. E-Verify Certification Form

20.0 PROPOSAL EVALUATION CRITERIA

Below is the criteria that will be used by the City to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the following:

CRITERIA	WEIGHTED %
Contractor's Experience / Past Performance / Individual Credentials of Contractor and Team (Years of experience; similar projects; experience in debris removal and disposal; experience with FEMA/MEMA programs/coordination)	30
Proposal/Work Plan for the City of Hattiesburg Project	30
Price ♦	40
Total Score	100%

- ♦ The City intends to add all unit price line items to get a total figure to compare against other proposers. Each proposer will receive a minimum of 20 points for submission of a complete fee proposal scale. Lowest bid will receive an additional 20 points for a maximum of 40 points. Second lowest will receive an additional 18 points, third lowest an additional 15 points, fourth lowest an additional 12 points etc.

21.0 ACCEPTANCE OF CONTRACT

The Contractor shall provide all the documentation required as per SECTION 11.0 BONDING AND INSURANCE of this contract within the specified time limit, and provide a list of all Subcontracts and Proof of Insurance of all Subcontractors being used under this contract.

The Contractor shall provide proof of Worker's Compensation as required by the State of Mississippi.

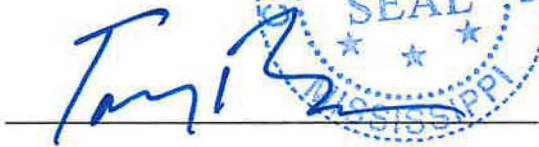
As agreed upon by the City of Hattiesburg and CrowderGulf, LLC, local subcontractors and individuals will be used, to the extent possible, during this debris removal project.

The Contractor agrees to complete the work in a professional, workmanlike manner and within the scope of work guidelines set forth above based on the unit pricing submitted by the contractor in the attached BIDDING SCHEDULE.

BY WITNESS WHEREOF, the parties have agreed to the above requirements and have entered into the above contract this 19th day of September, 2023.

City of Hattiesburg

CrowderGulf, LLC



Toby Barker, Mayor
Name & Title

Ashley Ramsay-Naile, President
Name & Title

ATTACHMENT 1
PRICE PROPOSAL FORM
DISASTER DEBRIS REMOVAL AND DISPOSAL

Name of Company: CrowderGulf, LLC.

Address: 5629 Commerce Blvd. E

City, State, Zip: Mobile, AL 36619

Telephone: 800-992-6207 Fax: 251-459-7433

Contractor's License (C.O.R.) Number: 19672-MC

NOTE: Respondents are to make no changes to the table below and are to fill it out completely. Values must be provided for all categories below or your response may be deemed non-responsive.

The FEE PROPOSAL SCHEDULE included on the following sheet should be completed in order to provide the CITY with a complete schedule of values for the services that may be performed as a part of this RFP. There are no quantities listed on the FEE PROPOSAL SCHEDULE. The proposer is responsible for providing the due diligence to make the necessary estimations of quantities for the included pay items and to provide unit prices based on the information that is deemed to accurately reflect the conditions in the field for the pay items listed on the FEE PROPOSAL SCHEDULE. Payment will be made during the contract based on the unit prices included in the proposal.

FEE PROPOSAL SCALE

DEBRIS REMOVAL AND DISPOSAL SERVICES

THIS IS NOT AN EXCLUSIVE CONTRACT. COST PLUS FIXED FEE OR COST PLUS PERCENTAGE WILL BE REJECTED AND NOT CONSIDERED!!!!!!

1. Tipping fees shall be a direct pass through and will be reimbursed by the City. Contractor shall not include tipping fees in quoted costs. Contractor shall not utilize County-owned TDRS or Landfill Sites for disposal without prior approval from the City reflected on its minutes.
2. All pay items/fees are for validated loads picked up at designated work zones.
3. It is Contractor's responsibility to have, secure, manage, maintain, permit and remediate TDRS sites, as needed. No additional pay item or fees shall be paid therefore TDRS sites must be remediated at no cost to City. All areas, public and private, must be left in a clean condition. In the event a TDRS is used, management of TDRS's processing, grinding, chipping and other reduction means are **NOT SEPARATE PAY ITEMS** and are the responsibility of the Contractor.

DEBRIS REMOVAL, PROCESSING AND DISPOSAL

Item	Description of Service	Cost	Unit
	Eligible Vegetative debris removal from public property, public rights- of-way, and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Loads will be measured based on incoming yardage		
1a.	Validated loads picked up at designed work zones and hauled to Temporary Debris Reduction Site (TDRS)	<u>\$8.50</u>	CY
1b.	Validated loads picked up at designated work zones and hauled to Final Disposal Site (FDS).	<u>\$9.50</u>	CY
2.	Eligible Construction Debris removal from public property, public rights-of-way and cleaning and removal of debris from private property (Right of Entry Program other than demolition of damaged structures). Validated loads picked up at designated work zones and hauled directly to final disposal site.	<u>\$10.50</u>	CY
3.	Eligible Vegetative debris reduction, removal, and disposal from TDRS and hauling to Final Disposal site . Validated loads hauled and finally disposed. Based on inbound volume at TDSRS.	<u>\$5.95</u>	CY

Item	Description of Service	Cost	Unit
4a.	Demolish Damaged Structures (public and private). Remove, haul, and dispose of all debris from damaged structures from public property or private property (Right of Entry Program) **Price to include demolition**. Non-RACM	<u>\$16.00</u>	CY
4b.	Demolish Damaged Structures (public and private). Remove, haul, and dispose of all debris from damaged structures from public property or private property containing regulated asbestos material.	<u>\$28.00</u>	CY
5.	Remove, load, haul, recycle, and disposal of eligible White Goods . Includes compliance with EPA and State requirements for making white goods disposable, including any putrescent food. Validated loads picked up at designated work zones, hauled, recycled, and finally disposed. Freon Extraction = \$25.00 per Unit	<u>\$55.00</u>	Unit
6.	Pick up, haul, and disposal of eligible Household Hazardous Material in accordance with all applicable Federal and State rules, regulations, and laws. Alternate Proposed Rate = \$7.00 per LB	<u>\$35.00</u>	Unit
7.	Electronic Waste dispose of eligible e-waste in a way complying with all applicable Federal, State, and Local Laws.	<u>\$35.00</u>	Unit
8a.	Hazardous Stumps - Extraction, Haul and Disposal. Shall be paid for under Vegetative Debris. Contractor shall measure each stump 2 feet above normal ground level to determine the diameter of the trunk. 24 to < 35 inches	<u>\$150.00</u>	Stump
8b.	36 to < 48 inches	<u>\$240.00</u>	Stump
8c.	48 inches or greater	<u>\$300.00</u>	Stump
9.	Fill Soil as directed by the County; place compatible fill soil in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose a significant threat to public health and safety.	<u>\$16.00</u>	CY
10a.	Removal of Soil, Mud, and Sand from Streets and Sidewalks.	<u>\$6.00</u>	CY
10b.	from Storm and Sanitary Sewers	<u>\$8.00</u>	CY
10c.	from Water Treatment Facilities	<u>\$8.00</u>	CY
10d.	from Drainage Canals and Basins	<u>\$8.00</u>	CY

Item	Description of Service	Cost	Unit
	Eligible Leaners and Hangers on Public and/or Private Property. Resulting debris disposal payment per Item 1.		
11a.	Removal of hazardous hanging limbs 2" to 5.99"	<u>\$75.00</u>	Each
11b.	Removal of hazardous hanging limbs 6" to 12"	<u>\$7500</u>	Each
11c.	Removal of hazardous hanging limbs 12" and greater	<u>\$75.00</u>	Each
11d.	Removal of hazardous standing trees 6" – 11.99" in diameter	<u>\$110.00</u>	Each
11e.	Removal of hazardous standing trees 12" – 23.99" in diameter	<u>\$190.00</u>	Each
11f.	Removal of hazardous standing trees 24" – 35.99" in diameter	<u>\$225.00</u>	Each
11g.	Removal of hazardous standing trees 36" – 47.99" in diameter	<u>\$270.00</u>	Each
11h.	Removal of hazardous standing trees 48" in diameter	<u>\$315.00</u>	Each
	Vehicle and Marine Debris Removal		
12a.	Boat Removal	<u>\$150.00</u>	Unit
12b.	Vehicle Removal	<u>\$100.00</u>	Unit

Per addendum - tipping fees will be a pass through cost at no markup OR the City will pay the tipping/disposal fees.

ADDITIONAL SERVICES PROVIDED AT NO COST:

- A. Training and Assistance - Sessions for all key personnel and assistance in all disaster debris recovery planning efforts as requested.
- B. Preliminary Damage Assessment - Determining the impact and magnitude of the disaster event to help expedite any applications for federal assistance.
- C. Mobilization and Demobilization - All arrangements necessary to mobilize and demobilize the Contractor's labor force and equipment needed to perform the Scope of Services contained herein shall be made by the Contractor.
- D. Supply all necessary Towers at TDRS and Final Disposal Sites.
- E. Temporary Storage of Documents - The Contractor shall provide storage of daily or disaster-related documents and reports for protection during the disaster event.
- F. Reporting and Documentation - The Contractor shall provide and submit to the City all reports and documents as may be necessary to adequately document its performance of this Contract.

CrowderGulf, LLC.

Company Name



Signature of Company Representative

Reid Loper

Printed Name

ATTACHMENT 2

LIST OF PROPOSED SUBCONTRACTORS

DISASTER DEBRIS REMOVAL AND DISPOSAL

Company Name: Creel Brothers, Inc. MBE/DBE: _____

Company Address: 26400 Buford Creel Road, Franklinton LA 70438

Company Contact Person: Scott Creel

Proposed Scope of Work: PUSH, ROW, DMS Site Mgt, Haul Outs

Company Name: Dawn Til Dusk Disaster LLC MBE/DBE: _____

Company Address: 28692 W Hwy 69 Bethany, MO 64424

Company Contact Person: Andrew Callaway

Proposed Scope of Work: ROW, Leaners and Hangers, Stumps, Demolition

Company Name: DM Bass Inc MBE/DBE: WBE

Company Address: 54691 Hwy 16, Bogalusa, LA 70427

Company Contact Person: Suzanne Rome

Proposed Scope of Work: PUSH, ROW

Company Name: Dotson & Sons MBE/DBE: _____

Company Address: 4500 Gordon Road Sturgeon, MO 65284

Company Contact Person: Tim Dotson

Proposed Scope of Work: ROW, Leaners and Hangers, Stumps, Demolition

(Make Additional Copies of this Sheet if Needed)

ATTACHMENT 2

LIST OF PROPOSED SUBCONTRACTORS

DISASTER DEBRIS REMOVAL AND DISPOSAL

Company Name: Gotus Trucking LLC MBE/DBE:

Company Address: 166 Allison Road Harrisville, PA 16038

Company Contact Person: Mark Claypoole

Proposed Scope of Work: ROW, Leaners and Hangers, Haul outs

Company Name: Gulf Services MBE/DBE:

Company Address: 5540 Business Parkway, Theodore, AL 36582

Company Contact Person: Lyman Ramsay

Proposed Scope of Work: ROW, Leaners & Hangers, DMS Site Mgt, Reduction, Haul Outs

Company Name: Hauling Away, LLC MBE/DBE: WBE

Company Address: 10150 Ben Hamilton Road Theodore, AL 36582

Company Contact Person: Sara Pratt

Proposed Scope of Work: ROW, Leaners & Hangers, DMS Site Mgt, Reduction, Demolition, Haul Outs

Company Name: JTL&S Property Preservation MBE/DBE:

Company Address: 6718 Wilford Rd, Beaumont TX 77705

Company Contact Person: Terry or Lance Nifong

Proposed Scope of Work: White Goods, Specialty Debris, E-Waste

(Make Additional Copies of this Sheet if Needed)

ATTACHMENT 2

LIST OF PROPOSED SUBCONTRACTORS

DISASTER DEBRIS REMOVAL AND DISPOSAL

Company Name: Last Pass, Inc. MBE/DBE: MWBE

Company Address: 17890 SW 100th St, Miami FL 33196

Company Contact Person: Adelaida Cesti

Proposed Scope of Work: ROW, Leaners and Hangers, Haul Outs

Company Name: ReclaimIt Enterprises MBE/DBE:

Company Address: 300 Kingsport Hwy, Greenville, TN 37745

Company Contact Person: Randy Ball

Proposed Scope of Work: PUSH, ROW

Company Name: S. St. George Enterprises MBE/DBE:

Company Address: PO Box 348 Fredonia, NY 14063

Company Contact Person: Steve St. George

Proposed Scope of Work: ROW, DMS Site Mgt. Reduction

Company Name: MBE/DBE:

Company Address:

Company Contact Person:

Proposed Scope of Work:

See Additional Prime subcontractors for utilization under the subcontractor section (page 81) of our proposal.

(Make Additional Copies of this Sheet if Needed)

ATTACHMENT 3

REQUEST FOR PROPOSAL DEBRIS REMOVAL AND DISPOSAL SERVICE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS** - Certification in accordance with Section 29.510 Appendix A,
C.F.R./Vol. 53, No. 102, pages 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false Statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (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;
 - (e) have not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all subcontractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement;
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement; or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly Stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of Federal disaster relief funds, and is subject to applicable State and Federal laws, both criminal and civil.

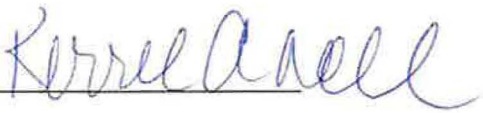
SO CERTIFIED this day of June 25th, 2023.

CrowderGulf, LLC.
CONTRACTOR'S NAME HERE

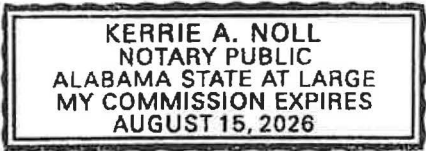
BY: Reid Loper
(Typed Name)

ATTEST: 

Kerrie A. Noll
My Commission Expires: 08/15/2026



Notary



ATTACHMENT 4

REQUEST FOR PROPOSAL CITY OF HATTIESBURG DEBRIS REMOVAL AND DISPOSAL SERVICE

PRIME CONSULTANT/CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the CITY, MEMA, Department of Employment Security, State Tax Commission, Secretary of State, 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 CITY 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 CITY if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(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 CITY, if requested, for the benefit of the CITY or this CONTRACT.

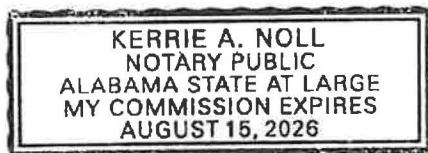
312220

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: 	<u>07/25/2023</u>
Authorized Officer or Agent	Date
<u>Reid Loper</u>	<u>Vice President</u>
Printed Name of Authorized Officer or Agent	Title

SWORN TO AND SUBSCRIBED before me on this the 25th day of July, 2023.




NOTARY PUBLIC

My Commission Expires: 08/15/2026

* 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.



Company ID Number: 312220

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	CrowderGulf LLC / CrowderGulf Joint Venture, Inc.
Company Facility Address	5629 Commerce Blvd E Mobile, AL 36619
Company Alternate Address	
County or Parish	MOBILE
Employer Identification Number	010626019
North American Industry Classification Systems Code	562
Parent Company	
Number of Employees	20 to 99
Number of Sites Verified for	1 site(s)

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

**CROWDERGULF, LLC
5629 COMMERCE BLVD E.
MOBILE, AL 36619**

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) HEAVY CONSTRUCTION



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 8 day of Jul., 2023

CERTIFICATE OF RESPONSIBILITY

No. 19672-MC

Expires Jul. 8, 2024

Joel A. Canell

CHAIRMAN OF THE BOARD



Michael Watson
SECRETARY OF STATE

Office of the Secretary of State
Jackson, Mississippi

Certificate of Good Standing

I, MICHAEL WATSON, Secretary of State of the State of Mississippi, and as such, the legal custodian of the records as required by The Mississippi Registration of Foreign Limited Liabilities Company Act to be filed in my office do hereby certify:

CROWDERGULF, LLC

Registered the 6th day of August, 2012

A Alabama LIMITED LIABILITY COMPANY has filed the necessary documents in this office and has obtained a certificate of registration to do business in this state, under the provisions of The Mississippi Registration of Foreign Limited Liability Companies Act as shown by the records in this office.

I further certify that said Limited Liability Company has filed in this office an appointment of registration for service of process, with written acceptance endorsed thereon, and/or power of attorney, designating its agent and/or attorney for service of process in this State as:

C T CORPORATION SYSTEM
645 LAKELAND EAST DRIVE, Suite 101
FLOWOOD, MS 39232

I further certify that said Limited Liability Company has paid the fees for filing the above papers required by law as shown by the records of this office, and that said Limited Liability Company is in good standing to do business in Mississippi at this time.

Given under my hand and seal of office
the 12th day of September, 2022

Certificate Number: CN22148207

Verify this certificate online at <http://corp.sos.ms.gov/corpcnv/verifycertificate.aspx>

< Entity Information

Check Entity Registration Status

This tool allows you to check the status of your entity registration.



Non-federal users: You may only check the registration status of entities linked to your SAM.gov account.

Unique Entity ID

CAGE Code

TTNUYNSBDQU4

45Ze0

Entity Information

Crowdergulf, LLC ● Active Registration

Unique Entity ID
TTNUYNSBDQU4

Your registration was activated on 2022-09-09. It expires on 2023-09-07 which is one year after you submitted it for processing.



Core Data
Completed



Assertions
Completed



Reps & Certs
Completed



POCs
Completed



Submit
Completed



Processing
Completed



Active
Completed

More About the Entity Registration Status Tracker

- + [Getting Started with Registration](#)
- + [Entity Status Guide](#)
- + [Legend](#)
- + [What if my entity fails TIN validation?](#)
- + [What if my entity fails CAGE validation?](#)
- + [More Help](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/02/2023

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 Pathway Insurance Group 753 Nichols Avenue Fairhope AL 36532	CONTACT NAME: Nina Glover PHONE (A/C, No, Ext): (251) 279-6373 E-MAIL ADDRESS: nina@pathwayinsgroup.com FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: The Gray Insurance Company - Best Rating A-VIII INSURER B: Westchester Surplus Lines Insurance INSURER C: Navigators Ins. Co. INSURER D: Lloyds of London INSURER E: INSURER F:	NAIC # 36307
INSURED CrowderGulf LLC/CrowderGulf Joint Venture 5629 Commerce Blvd. E. Mobile AL 36619		

COVERAGES**CERTIFICATE NUMBER:** CL2341910089**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			XSGL-100090	07/01/2022	07/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			XSAL-100100	07/01/2022	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	☐ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$			H023LIA15303401	07/01/2023	07/01/2024	EACH OCCURRENCE \$ 11,000,000 AGGREGATE \$ 11,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	GWC-100173	07/01/2022	07/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Contractors Pollution Liab. Coverage Includes Transportation Poll Cov. End			G71538825002	07/01/2023	07/01/2025	Each Pollution Condition 5,000,000 General Aggregate Limit 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

D-Professional Liability- Claims Made - Lloyds of London - LL00226-02 10/15/2022 - 10/15/2023 2,000,000 Per Occurrence / 2,000,000 General Aggregate

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all when required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, when required by written contract

CERTIFICATE HOLDER**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

City of Hattiesburg, Purchasing Clerk
P. O. Box 1898

Hattiesburg

MS 39403

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Disaster Recovery & Debris Management

Contact Information

DISASTER ADMINISTRATION OFFICE (DAO)
5629 COMMERCE BOULEVARD EAST
MOBILE, ALABAMA 36619
24 Hours / 7 Days a Week
800-992-6207 Phone
251-459-7433 Fax

**In the event of activation please contact the Disaster
Administration Office (DAO) first 800-992-6207
Please ask for Ashley Ramsay-Naile.**

**Official Notices should be sent to
DAO address, DAO fax or jramsay@crowdergulf.com**

Ashley Ramsay-Naile
President
646-872-1548 Cell
jramsay@crowdergulf.com

Reid Loper
Vice President
678-477-3755 Cell
rloper@crowdergulf.com

Leigh Anne Ryals
Regional Director
251-751-8660 Cell
lryals@crowdergulf.com

Drew Sprinkle
Regional Manager
251-423-1100 Cell
dsprinkle@crowdergulf.com



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, July 2, 2024
Re: Approve a Contract extension for a Second Term with DebrisTech, LLC for Debris Monitoring services in the event of a disaster and authorize the Mayor to execute in duplicate.
File Number: 2024-269
Minute Book #

Summary

Approve a contract extension for a Second Term with DebrisTech, LLC for Debris Monitoring services in the event of a disaster and authorize the Mayor to execute in duplicate. The original contract was approved for one-year on September 19, 2023 (Initial Term). This extension is the Second Term of up to Four Terms.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 2, 2024 City Council meeting for consideration.

INDEPENDENT CONTRACTOR AGREEMENT EXTENSION

THIS AGREEMENT EXTENSION is made and entered into effective as of the ____ day of _____, 2024, by and between the CITY OF HATTIESBURG, MISSISSIPPI (the “City”), and DEBRISTECH, LLC, a Mississippi limited liability company (the “Contractor”).

WITNESSETH

WHEREAS, the parties entered into a certain Contractor Agreement for Disaster Debris Removal Services on the 19th day of September, 2023.

WHEREAS, the parties agree to extend the term of the Contractor Agreement in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

1. The parties agree to extend the term of the Contractor Agreement for DEBRIS MONITORING services for a period of 1 year, which shall be from the extension effective date to September 19th, 2025.
2. This extension agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contractor Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contractor Agreement remain unchanged.

CITY OF HATTIESBURG, MS

DEBRISTECH, LLC.

By: _____

By: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the "Agreement") is made and entered into effective as of the 19th day of September, 2023 (the "Effective Date"), by and between CITY OF HATTIESBURG, MISSISSIPPI (the "City" or "Applicant") and DEBRISTECH, LLC, a Mississippi limited liability company (the "Contractor").

RECITALS

WHEREAS, the City desires to engage Contractor to perform certain Contractor Services (as hereinafter defined) and Contractor desires to perform such Contractor Services, all on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Duties of Contractor. Effective as of the date of this Agreement, Contractor agrees to supply personnel as specifically requested in writing by the City to perform the services described in Exhibit A attached hereto (collectively, the "Contractor Services").

2. Independent Contractor Relationship. Contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other similar statutory obligations in connection with the personnel supplied and services provided by Contractor pursuant to this Agreement, including, but not limited to, workers' compensation insurance and unemployment insurance. Nothing in this Agreement shall be deemed to create an agency, partnership, or joint venture between the parties, nor shall this Agreement be interpreted or construed as creating or establishing the relationship of employer and employee between the City and Contractor. Neither party hereto has the authority to act on behalf of or to enter into any contract, incur any liability or make any representation on behalf the other party. It is expressly understood that the Contractor is an independent contractor in every respect.

3. No Exclusive Duty. The Contractor shall devote sufficient time, attention, personnel and other resources to perform the Contractor Services, provided, however, the Contractor shall not be required to perform work exclusively for the City and Contractor may have other business interests and may engage in other activities in addition to those relating to the City.

4. Term. The term of this Agreement shall commence on the Effective Date and terminate on September 20, 2024, subject to the provisions of Paragraphs 5 and 6 (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall continue for (3) additional one-year terms as set forth in Section 5 below or otherwise extended pursuant to mutually agreeable written terms.

5. Termination. Either party shall have the right to terminate this Agreement immediately upon written notice thereof to the other party, if such other party breaches any of the material terms of this Agreement or fails to perform or observe any of its material obligations hereunder, and such breach or failure is not cured within a period of thirty (30) days after the receipt

by such party of written notice of such breach or failure specifying the nature of the breach or failure. The City or Contractor may terminate this Agreement for convenience and without cause at any time for any reason without any further obligation to the other party by providing the other party with two (2) days written notice. In the event of termination in accordance with this Paragraph, the City shall pay Contractor for services rendered (as set forth in Paragraph 6 of this Agreement) through the effective termination date and the City shall be liable for the same until such amounts are fully and finally settled.

(a) Authority to Modify, Change or Direct Work. The City understands and agrees it is important for Contractor to receive any and all Project directives, changes, guidance and other scope-related correspondence (collectively "Directives") from authorized representatives of the City. As such, the City designates the below listed individuals as City representatives authorized to issue Directives to Contractor on the City's behalf. In the event any additional City representatives are designated for this Project, the City shall promptly notify Contractor of such designation(s) in writing.

Owner-designated representative: Marybeth Bergin, City Engineer

6. Compensation. The City will pay Contractor an hourly rate for the personnel provided by Contractor pursuant to the payment schedule attached to Exhibit B. For each hour of services provided by any Contractor personnel in excess of forty (40) hours per week, the City will pay Contractor at one and one-half times (1.5x) the hourly rate on Exhibit B. In addition, the City shall reimburse Contractor for all vehicle mileage and per diem expenses (including lodging and meals) incurred by the Contractor's personnel. Contractor agrees to track the number of hours worked per week and to provide invoices for services rendered to the City on a weekly basis. Payment shall be due from the City to the Contractor within fifteen (15) days of the regular meeting of the City Council immediately following receipt of the invoice. Pursuant to Miss. Code § 31-7-305(3), interest of one and a half percent (1.5%) per month shall accrue against any amounts overdue in excess of thirty (30) days. For any amounts more than sixty (60) days overdue, Contractor shall have the right to suspend its provision of the Contractor Services until such payment is received. In no event shall the amount payable under this Agreement exceed **\$1,000,000.00** (the "Cap"). If the Contractor performs services such that the amount payable under this Agreement reaches the Cap, this Agreement shall automatically terminate unless the parties agree to amend this Agreement to increase the amount of the Cap.

7. Taxes. Contractor shall be solely responsible for the payment of all taxes and/or assessments imposed on the payments of compensation for the performance of services outlined herein, including, without limitation, any unemployment insurance or tax, self-employment tax, federal, state and foreign income taxes, and any federal social security payment or similar taxes (and Contractor shall provide evidence to the City, upon the City's request, that such have been paid). Notwithstanding, the City may withhold from any amounts payable under this Agreement such federal, state, local or foreign taxes as shall be required to be withheld pursuant to any applicable law or regulation; provided, however, that the City shall provide the Contractor with written substantiation of withholding and remittance of such taxes upon Contractor's request.

8. No Breach. Each party hereby represents and warrants to the other party that: (a) it has all right, power and authority to grant the rights granted herein and to perform all of its obligations hereunder; (b) by entering into this Agreement and performing the obligations herein, it will not breach or violate any agreement, charter, instrument or other document to which it is a party or

otherwise bound; and (c) it is currently in compliance and, throughout the term of this Agreement, it shall comply, in all material respects, with all applicable laws, rules and regulations.

9. Non-Disclosure. In connection with the Contractor Services, the City may be exposed to certain information that Contractor considers to be confidential or proprietary, or which is otherwise designated by the Contractor as confidential or secret (collectively, "Confidential Information"). During the term of this Agreement and for three (3) years thereafter, the City: (a) shall use reasonable care to protect all Confidential Information it receives; (b) shall not use Confidential Information for any purpose unrelated to the Contractor Services; and (c) shall not, directly or indirectly, disclose any Confidential Information to any third party except to such of the City's employees, agents and representatives who have a need to know such information for purposes of the Contractor Services and are bound by confidentiality obligations no less restrictive than those imposed on the City under this Agreement. The City shall be responsible for any unauthorized disclosure or use of Confidential Information by the City's employees, agents and representatives.

The obligations set forth in this Paragraph 9 shall not apply to such Confidential Information which (i) is or becomes generally available to the public other than as a result of a disclosure by the City; (ii) was available to City on a non-confidential basis prior to its disclosure by the Contractor or its agents; or (iii) becomes available to City on a non-confidential basis from a source other than the Contractor or its agents.

Notwithstanding the foregoing, if City is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, City shall promptly notify the Contractor of such request(s) so that the Contractor may seek an appropriate protective order or waive compliance with the provisions of this Agreement. City agrees to cooperate fully with the Contractor in seeking any protective order. If, in the absence of a protective order or the receipt of a waiver hereunder, City is, nonetheless, in the reasonable opinion of their counsel, compelled to disclose any such Confidential Information or else stand liable for contempt or suffer other censure or penalty, then it may disclose such information pursuant to such request or requirement without liability hereunder.

10. Dispute Resolution.

(a) Should any dispute between the Parties arise under this Agreement (a "Dispute"), written notice of such Dispute shall be delivered from one party to the other and thereafter, the parties, through their appointed representatives or designees (each an "Authorized Representative"), shall first meet and attempt to resolve the Dispute in face-to-face negotiations. This meeting shall occur within thirty (30) days of the date on which a written notice of such Dispute is received from the complaining party.

(b) If no resolution is reached through the informal process set forth in Section 10(a) above, at the direction of either party's Authorized Representative, the parties shall engage in non-binding mediation for a period of no less than sixty (60) days (or such longer period as may be mutually agreed by the parties) (the "Mediation Period"). The mediation shall be conducted in Hattiesburg, Mississippi by a single mediator mutually selected by the parties. The parties shall share equally in the fees of the mediator. If the Dispute remains unresolved following the Mediation Period, either party may seek any remedy at law or in

equity that may be available. Any disputes shall be brought in the Circuit Court of Forrest County, Mississippi.

11. Relationship with Debris Removal Contractor. The City acknowledges and understands that the Contractor's relationship with the debris removal contractor is limited to documenting the work that is performed by the debris removal contractor. The City further acknowledges that the Contractor does not direct the operations of the debris removal contractor nor does the Contractor have any control over the acts or operations of the debris removal contractor.

12. Insurance. Contractor shall maintain as a condition precedent to this Agreement an approved and satisfactory general comprehensive liability insurance policy in the minimum amount of \$1,000,000.00, and naming the City, its employees and elected officials as additional insureds. Such general comprehensive insurance, the premiums for which have been paid by the Contractor, shall cover any claim for damages of whatever nature brought by any person, corporation or business entity against the Contractor, the City, its employees, named insureds, or additional insureds, or any of them arising out of or in any manner connected with the services provided to the City. A certificate of insurance shall be provided by its producing agent to the City prior to the Contractor's beginning work under this Agreement.

Contractor shall furnish the City as a condition precedent to this Agreement evidence of approved and satisfactory workers' compensation insurance providing workers' compensation insurance to Contractor's employees, unless Contractor is not required by law to have such insurance coverage.

13. Assignment. This Agreement shall not be assigned, in whole or in part, by Contractor without the prior written consent of the City, which shall not be unreasonably withheld.

14. Solid Waste Disposal Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of The Solid Waste Disposal Act of 1965, as amended (42 USCA § 6901, et seq.).

15. Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek

of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

16. Clean Air Act. Where applicable, the Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

17. Federal Water Pollution Control Act (Clean Water Act). Where applicable, the Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the nonfederal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

18. Energy Policy and Conservation Act. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable federal, state and local laws pertaining to energy efficiency, including but not limited to, the Energy Policy and Conservation Act, as amended (42 U.S.C.A § 6201 et seq.).

(a) The Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered material practicable, consistent with maintaining a satisfactory level of competition,

where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

19. Byrd Anti-Lobbying Amendment. During the term of this Agreement and any extensions thereof, the Contractor shall at all times comply with all applicable provisions of the Byrd Anti-Lobbying Amendment (42 U.S.C. § 1352, et seq.).

20. Non-Discrimination.

(a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Contractor's legal duty to furnish information.

(d) Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be

imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

21. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(b) Prohibitions. (1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to: (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions. (1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles. (2) By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not

used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement. (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information. (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

22. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23. Access to Records. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

24. DHS Seal, Logo, and Flags. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

25. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

26. No Obligation by Federal Government. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

27. Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

29. Byrd Anti-Lobbying Amendment. Contractors who apply or bid for an award of more than \$100,000 shall file the required certification attached as Exhibit D. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

30. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

32. Force Majeure. Except with respect to payment obligations under this Agreement, neither party hereto shall be liable for any failure to perform due to strikes, riots, civil disturbances, acts of terrorism, wars, failures or fluctuations in electrical power or telecommunications equipment, or any other cause beyond such party's reasonable control (each an "Event of Force Majeure"). The parties shall use their commercially reasonable efforts to minimize the consequences of any Event of Force Majeure.

33. Miscellaneous.

(a) This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, without reference to principles of conflict of laws. The captions of this Agreement are not part of the provisions hereof and shall have no force or

effect. This Agreement may not be amended or modified otherwise than by a written agreement executed by the parties hereto or their respective successors and legal representatives.

(b) All notices and other communications hereunder shall be in writing and shall be given by hand delivery to the other party or by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Contractor:
DebrisTech, LLC
Attn: Brooks Wallace
923 Goodyear Boulevard
Picayune, Mississippi 39466

If to the City:
City of Hattiesburg
Attn: Marybeth Bergin, City Engineer
200 Forrest Street
Hattiesburg, Mississippi 39401

or to such other address as either party shall have furnished to the other in writing in accordance herewith. Notice and communications shall be effective when actually received by the addressee.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

(d) The parties' respective rights under this Agreement are cumulative and either party's exercise or enforcement of any right or remedy under this Agreement will not preclude such party's exercise or enforcement of any other right or remedy which such party is entitled to enforce at law or in equity.

(e) Contractor's or the City's failure to insist upon strict compliance with any provision of this Agreement or the failure to assert any right Contractor or the City may have hereunder shall not be deemed to be a waiver of such provision or right or any other provision or right of this Agreement.

(f) If any provision of this Agreement shall be deemed unlawful, void or unenforceable for any reason, it shall be deemed severable, and in no way shall affect the validity or enforceability of, the remaining provisions of this Agreement.

(g) This Agreement shall not be construed or interpreted in favor of or against Contractor or the City on the basis of draftsmanship or preparation of the Agreement.

(h) From and after the date this Agreement is signed by both City and Contractor, this Agreement shall supersede all prior and contemporaneous agreements and understandings between Contractor and the City, whether written or oral, with respect to the subject matter hereof.

(i) This Agreement can only be amended or modified in a written document signed by both Contractor and the City.

(j) All rights and obligations of the parties hereto that either expressly, or by their nature, survive the expiration or termination of this Agreement shall survive such expiration or termination.

(k) This Agreement and any amendment, waiver, approval or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver, approval or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

IN WITNESS WHEREOF, the parties have executed this Independent Contractor Agreement as of the date first written above.

-CONTRACTOR-

DEBRISTECH, LLC

By: _____

Brooks R. Wallace, President



-CITY-

CITY OF HATTIESBURG, MISSISSIPPI

By: _____

Toby Barker, Mayor

EXHIBIT A
SCOPE OF SERVICES

I. BACKGROUND

The City requires management, recovery, and consulting services related to disaster recovery. Upon request of the City other services may include, but not limited to, facilitating communication with FEMA, FHWA, the State of Mississippi and other agencies, coordination with insurance representatives, pre-event planning, and post-event reconstruction, grant funding, and reimbursement services.

II. SCOPE

A. DISASTER DEBRIS MONITORING SERVICES

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, private property, drainage areas/canals, waterways, and other areas designated as eligible by the City. Specific services may include:

- a. Providing technical support and guidance in selecting a debris removal contractor. This shall include the preparation, review and recommendations of Request for Proposals and/or Bids for debris removal.
- b. Coordinating daily briefings, work progress, staffing, and other key items with the City.
- c. Support with the selection and permitting of Temporary Debris Storage and Reduction Site (TDSRS) locations and other permitting/regulatory issues as requested.
- d. Scheduling work for team members and contractors on a daily basis.
- e. Hiring, scheduling, and managing field staff.
- f. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work.
- g. Assisting the City with responding to public concerns and comments.
- h. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring.

- i. The Debris monitoring company shall utilize an Electronic Ticketing System to generate electronic debris load tickets for each load of debris generated. The Electronic Ticketing System shall capture a digital photograph, GPS coordinates, Electronic Signature, and a timestamp for each load of debris generated as it is loaded and as it dumped. The System shall also capture before and after photos of each Leaner, Hanger, and Stump removed along with GPS coordinates and timestamps. This information shall be transmitted electronically to a central information database that provides real time access to debris removal activities via a web-based interface. Along with the digital records, the system shall also have the ability to generate paper receipts in the field for redundancy and debris removal crew validation if requested by the City at no additional cost. The System shall also be capable of providing a real time connection to the City's GIS system and shall be customizable to meet specific needs of the City with no additional cost to the City. The purpose of the Electronic Ticketing System is to provide the City with complete documentation of every load of debris generated for auditing and reimbursement purposes.
- j. Developing daily operational reports to keep the City informed of work progress.
- k. Development of maps, GIS applications, etc. as necessary.
- l. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing.
- m. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors.
- n. Final report and appeal preparation and assistance.

END OF SCOPE

EXHIBIT B

PAYMENT SCHEDULE

The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs will be billed to the City at cost without mark-up. All Per Diem expenses shall be billed directly to the City at a rate not to exceed the GSA Per Diem Allowance for the project area. The rates listed below shall be straight time rates. All hours in excess of 40 hours per week shall be billed at 1.5 times the straight time rate.

DISASTER DEBRIS MONITORING SERVICES

POSITIONS	HOURLY RATES
Principal	<u>\$ No Charge</u>
Project Manager	<u>\$ 55.00</u>
Operations Manager	<u>\$ 49.00</u>
Field Supervisor	<u>\$ 43.00</u>
Load Site Monitors	<u>\$ 32.00</u>
Debris Site/Tower Monitor	<u>\$ 32.00</u>
Data Manager	<u>\$ No Charge</u>

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS -Certification in accordance with Section 29.510 Appendix A,
C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONTRACTOR certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

- (2) The CONTRACTOR further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONTRACTOR shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONTRACTOR for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONTRACTOR) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONTRACTOR) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Emergency Management Agency, in connection with the Agreement involving participation of federal disaster relief funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this day of September 15, 2023.

DebrisTech, LLC



Brooks Wallace, President

ATTEST:

Notary



EXHIBIT D

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, DebrisTech, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Brooks Wallace, President

09-15-2023

Date



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Ann Jones, Chief Administrative Officer
cc:
Date: Tuesday, July 2, 2024
Re: Approve Agreement between City of Hattiesburg and Art Makes Art, Inc. (Abigail Allen) to provide art and theater outreach programming for the City of Hattiesburg and authorize the Mayor to execute and authorize issuance of manual check for the same.
File Number: 2024-265
Minute Book #

Summary

Approve agreement between City of Hattiesburg and Art Makes Art, Inc. (Abigail Allen) to provide art and theater outreach programming for the City of Hattiesburg and authorize the Mayor to execute. Authorize issuance of a manual check for the same.

Recommendation Statement

I recommend that this item be approved.

Please place this on the July 2, 2024 City Council meeting for consideration.

FY 2024 CONTRACTUAL AGREEMENT BETWEEN
Art Makes Art, Inc (Abigail Allen)
AND
THE CITY OF HATTIESBURG

This contract between the City of Hattiesburg (City) and Art Makes Art, Inc (Abigail Allen) to provide art and theater outreach programming for the City of Hattiesburg whereby the City agrees to pay \$20,000 in consideration of the following:

- Theatre, Creative movement, and music programs lead by Abigail Allen at Thames elementary school and Hawkins elementary school 2024-2025.
- Programs begin August and Continue through May to 2nd, 3rd, and 4th graders.

- Hawkins Elementary
 - 2 classes per week.
- Thames Elementary
 - 2 classes per week.
- Classes include theater games, creative movement and dance, meditation, stretching, improvisation, and public speaking.
- There will be two-3 performances during the school year that parents and friends and community members may attend. These will be scheduled for the month of December and the month of February for Christmas and Black History Month in April.
- We are providing classes for fourth and fifth graders with the support of the physical education staff at Thames.
- As a result of these classes there will be three guaranteed performances during the school year that parents and friends and community members will attend.
- Provide music therapy across the City of Hattiesburg by providing live music at venues around the city.
- Assist in connection of artist and musicians with venue generating opportunities,
- Continues to foster the City of Hattiesburg as an arts incubator and destination.

The term of this contract shall be for one (1) year.

Toby Barker

Mayor

City of Hattiesburg

Abigail Allen

Art Makes Art, Inc.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, July 2, 2024
Re: Approve Friday, July 5, 2024, as an additional Independence Day holiday, as proclaimed by the Governor of the State of Mississippi.
File Number: 2024-281
Minute Book #

Summary

Approve July 5, 2024, as an additional day for the Independence Holiday.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 2, 2024 City Council meeting for consideration.

STATE OF MISSISSIPPI

Office of the Governor



PROCLAMATION

WHEREAS, on July 4, 1776, the delegates from the thirteen colonies to the Second Continental Congress approved the final wording of the Declaration of Independence, and in the words of John Adams to his beloved wife, Abigail: “[T]he greatest Question was decided, which ever was debated in America, and a greater, perhaps, never was or will be decided among Men. A Resolution was passed without one dissenting Colony ‘that these united Colonies, are, and of right ought to be free and independent States, and as such, they have, and of Right ought to have full Power to make War, conclude Peace, establish Commerce, and to do all the other Acts and Things, which other States might rightfully do...’”; and

WHEREAS, the tradition of annual patriotic celebrations on July 4th became widespread after the defeat of the British in the War of 1812, and Congress declared July 4th to be a federal holiday on June 28, 1870; and

WHEREAS, under the provisions of Mississippi Code Ann. § 3-3-7(1), the fourth day of July is recognized as Independence Day and declared a legal holiday in the State of Mississippi.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, July 4, 2024, in observance of Independence Day.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, July 5, 2024, in further observance of Independence Day, and to staff their respective agencies as needed during the holiday weekend.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 3rd day of June in the year of our Lord, two thousand and twenty-four, and of the Independence of the United States of America, the two hundred and forty-eighth.



TATE REEVES
GOVERNOR

BY THE GOVERNOR

MICHAEL WATSON
SECRETARY OF STATE



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, July 2, 2024
Re: Declare repairs and services provided by Servpro of Hattiesburg as an emergency purchase, due to a busted water line that flooded offices on the 3rd floor and throughout City Hall in accordance with Mississippi Code 31-7-13 (K) .
File Number: 2024-267
Minute Book #

Summary

Declaring emergency purchase of services provided by Servpro of Hattiesburg as an emergency purchase in accordance with 31-7-13 (K)

Recommendation Statement

I recommend the approval of this item.

Please place this on the July 2, 2024 City Council meeting for consideration.

Servpro of Hattiesburg

873 Highway 11
Petal, MS 39465 USA
+16015440512
office@servprohattiesburg.com
servpro.com

INVOICE

BILL TO
Ann Jones
Hattiesburg City Hall
200 Forrest St
Hattiesburg, MS 39401

INVOICE 1277
DATE 04/15/2024
TERMS Net 30
DUE DATE 05/15/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Water Remed	Water Restoration	1	12,913.38	12,913.38

BALANCE DUE \$12,913.38



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Dave Ware

COUNCIL - WARD FIVE

Nicholas Brown

TO: Mayor and Council members,

From: Kermas Eaton

RE: Flooding of Offices on the 3rd Floor of City Hall

Offices on the 3rd floor of city hall received heavy water damage from a pipe that busted after hours on a weekend and water from the busted pipe flooded several offices on the 3rd floor that ran down to the 2nd floor and areas of the first floor. The amount of water that ran over the weekend undiscovered until Monday caused visible damage to the ceilings and walls within the building and flooring. It was determined that an emergency exists, so the delay to giving opportunity for competitive bidding would be detrimental and cause further damage within the building, flooring and walls.

Sincerely

Kermas Eaton, City Clerk



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Wiley Quinn, Urban Development Director, Cory Long, Planning Administrator, Nathan Satcher, Planner II

cc:

Date: Tuesday, July 2, 2024

Re: Acknowledge receipt of an appeal request by Tripperlee, LLC., owner, to the Planning Commission recommendation to deny a request to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures and set a public hearing for August 5th, 2024.
File Number: 2024-174
Minute Book #

Summary

Set public hearing on July 15th, 2024 for an appeal filed by Tripperlee, LLC. owner, request approval to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures (PPIN 24175, Ward 4, Forrest County).

Recommendation Statement

Approve the hearing request

Please place this on the July 2, 2024 City Council meeting for consideration.

June HPC Item: D
Tripperlee, LLC. and Stephen Tripp, owner
Request for: **Modification to a Platted Subdivision**



**Planning Commission
Case Fact Sheet**

Names of Petitioner: Tripperlee, LLC. and Stephen Tripp, owner

Address of Property:	County:	PPIN:	Ward:
209 s 13 th Ave	Forrest	24175	4

Request: **Modification to a Platted Subdivision**

Purpose of Request: Tripperlee, LLC. and Stephen Tripp, owner, request approval to alter the platted subdivision known as "Sutherland and Reeves Survey" to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures (PPIN 24175, Ward 4, Forrest County).

History / Background:

The applicant met with staff in a pre-application meeting to discuss subdividing 209 S 13th Avenue into two lots. The intent is to create a new lot for the construction of a single-family residential structure. The proposed subdivision would leave the existing structure of 209 s 13th Ave and create a separate, dimensionally conforming lot in the rear. The rear part of the lot has street access using South Hutchinson Ave, a named alley. Utility easements will need to be established for water/sewer, as the primary location of the utilities are located along 209 S 13th Avenue, and would be required before the subdivision could be recorded. Staff would ensure the easements are in place before approving the subdivision for recording.

By definition, this would be considered a minor subdivision, which only requires a staff-level approval through the site plan review committee. However, the proposed division is in the platted subdivision known as the "Sutherland and Reeves Survey". Platted subdivisions are subject to state requirements in order to alter them as recorded. State law provides two routes to pursue alteration of a subdivision as proposed under Miss. Code Ann. § 17-1-23 or Miss. Code Ann. § 19-27-31. The applicant is pursuing a modification following Miss. Code Ann. § 17-1-23, which allows a request to be petitioned to the city council for modification, and why a minor subdivision is being presented in a public hearing to the Planning Commission as a request for approval.

Applicable Regulations:

SECTION 4 - Zoning Districts Established

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

June HPC Item: D
Tripperlee, LLC. owner
Request for: **Modification to a Platted Subdivision**

compatible supporting institutional uses and open space.

SECTION 6 - 6.1 District Dimensional Standards

Table 6.1 Dimensional Standards										
District	Minimum Lot Size in SF/ Width at Setback	Max. Dwelling Units	Max. Floor Area Ratio	Setbacks in feet				Max. Height*	Max. Impervious Surface Lot Coverage	Buffer in Feet
				Min. Front	Max. Front	Min. Side	Min. Rear			

SECTION 12 – Processes

R-1C	5,000/ 50	1 per lot	-	20	-	10	25	35 feet or 3 stories	50%	-
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12.5 Administrative Development Approvals; Process.

12.5.1 Subdivisions.

12.5.1.1 Minor Subdivision Approval.

i. Approval Criteria.

- Conformance with the Comprehensive Plan.
- Conformance with the standards of the zoning district.
- Conformance with other standards and requirements of this Code and other City policies and regulations that apply.
- Determination that adequate public facilities and services will be available concurrent with the impacts of the subdivision 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.

12.5.1.3 Recording. In order to be an official and legal plat, final approved plats must be recorded with the Chancery Clerk of Forrest or Lamar County, as appropriate. The Director shall ensure that the City records this information in a timely fashion.

SECTION 13 – DEFINITIONS

Plat: A complete and exact map representing a tract of land, showing the boundaries and location of individual lots, easements, and streets, which has been approved by the planning commission and recorded in the office of the county clerk. Includes a replat.

Preliminary Plat: The preliminary drawing or drawings, described in this ordinance, indicating the proposed manner or layout of the subdivision to be submitted to the appropriate official for city approval.

Subdivision: The division of a lot, tract, or parcel of land into two or more lots, plats, sites, or other divisions of land for the purpose, whether immediate or future, of sale, lease, or building development by means of an appropriately recorded legal document.

Subdivision, Minor: Any subdivision (lot split) containing not more than three lots fronting on an

June HPC Item: D
Tripperlee, LLC. owner
Request for: **Modification to a Platted Subdivision**

existing street that does not result in the creation of any new street, the extension of municipal utilities, or the need for additional public improvements. A series of related minor subdivisions on contiguous land cumulatively totaling four or more lots shall be construed to create a major subdivision.

Miss. Code Ann. § 17-1-23 – Subdivision Regulation

Section 4 –

(4) If the owner of any land which shall have been laid off, mapped or platted as a city, town or village, or addition thereto, or subdivision thereof, or other platted area, whether inside or outside a municipality, desires to alter or vacate such map or plat, or any part thereof, he may petition the board of supervisors of the county or the governing authorities of the municipality for relief in the premises, setting forth the particular circumstances of the case and giving an accurate description of the property, the map or plat of which is to be vacated or altered and the names of the persons to be adversely affected thereby or directly interested therein. However, before taking such action, the parties named shall be made aware of the action and must agree in writing to the vacation or alteration. Failure to gain approval from the parties named shall prohibit the board of supervisors or governing authorities from altering or vacating the map or plat, or any part thereof. Any alterations of a plat or map must be recorded in the appropriate location and a note shall be placed on the original plat denoting the altered or revised plat. No land shall be subdivided nor shall the map or plat of any land be altered or vacated in violation of any duly recorded covenant running with the land. Any municipality which shall approve such a vacation or alteration pursuant to this section shall be exempt from the sale of surplus real property provisions as set forth in Section 21-17-1.

Present Zoning:

The parcel is currently zoned R-1C Single-Family Residential

Present Use:

Future Land Use:

Neighborhood Conservation District 1

Surrounding Zoning:

North: R-1C Single-Family Residential

South: R-1C Single-Family Residential

East: R-1B Single-Family Residential

West: R-1B Single-Family Residential

Letters or Concerns stated:

The Planning Division has not received any letters of concern as of the writing of this report on May 28th, 2024

Option:

Recommend **approval or denial** of the request to alter the platted subdivision as requested by the applicant.

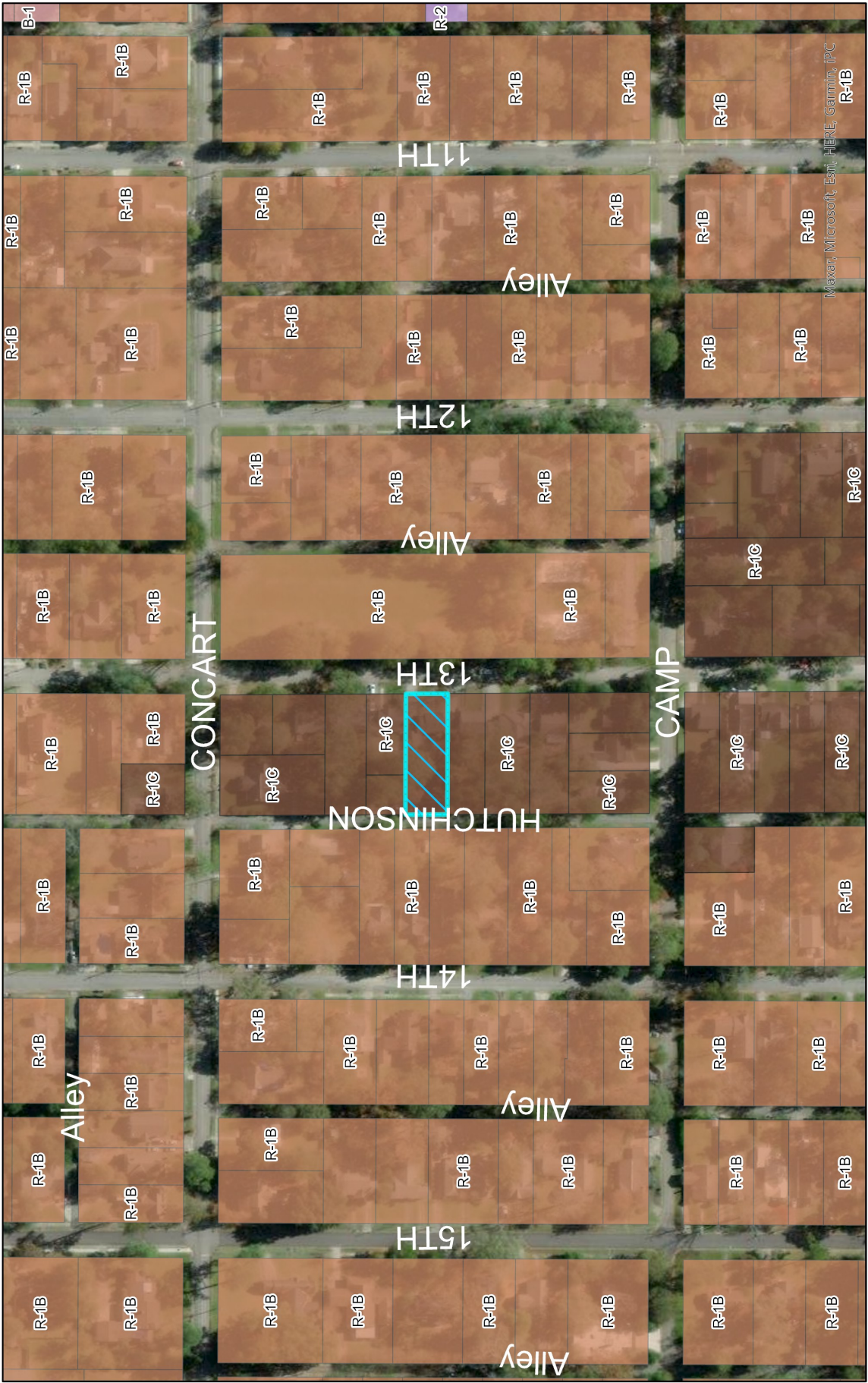
SUBJECT PARCEL

209 s 13th Ave — Request to Modify Platted Subdivision

Tripperlee, LLC. and Stephen Tripp, owner

Tripperlee, LLC. and Stephen Tripp, owner, request approval to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures (PPIN 24175, Ward 4, Forrest County).





Zoning Map

-  B-1
-  R-1B
-  R-1C
-  R-2
-  Subject Property

209 South 13th Ave
Zoned R-1C
PPIN: 24175
Flood Zone: X
Ward 4, Forrest County



**URBAN
DEVELOPMENT**
PLANNING DIVISION

Center: 89°18'34"W 31°19'19"N



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



Esri, HERE, Garmin, IGC, Maxar

Zoning Map

- Neighborhood Business
- Neighborhood Conservation District 1
- Subject Property

209 South 13th Ave
Zoned R-1C
PPIN: 24175
Flood Zone: X
Ward 4, Forrest County



**URBAN
DEVELOPMENT
PLANNING DIVISION**

Center: 89°18'35"W 31°19'19"N

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice. Map Exported on: 5/8/2024 5:28 PM

Site Aerial



Site Aerial

Northern and Southern Directions: R-1C Single-Family Residential



Site Aerial

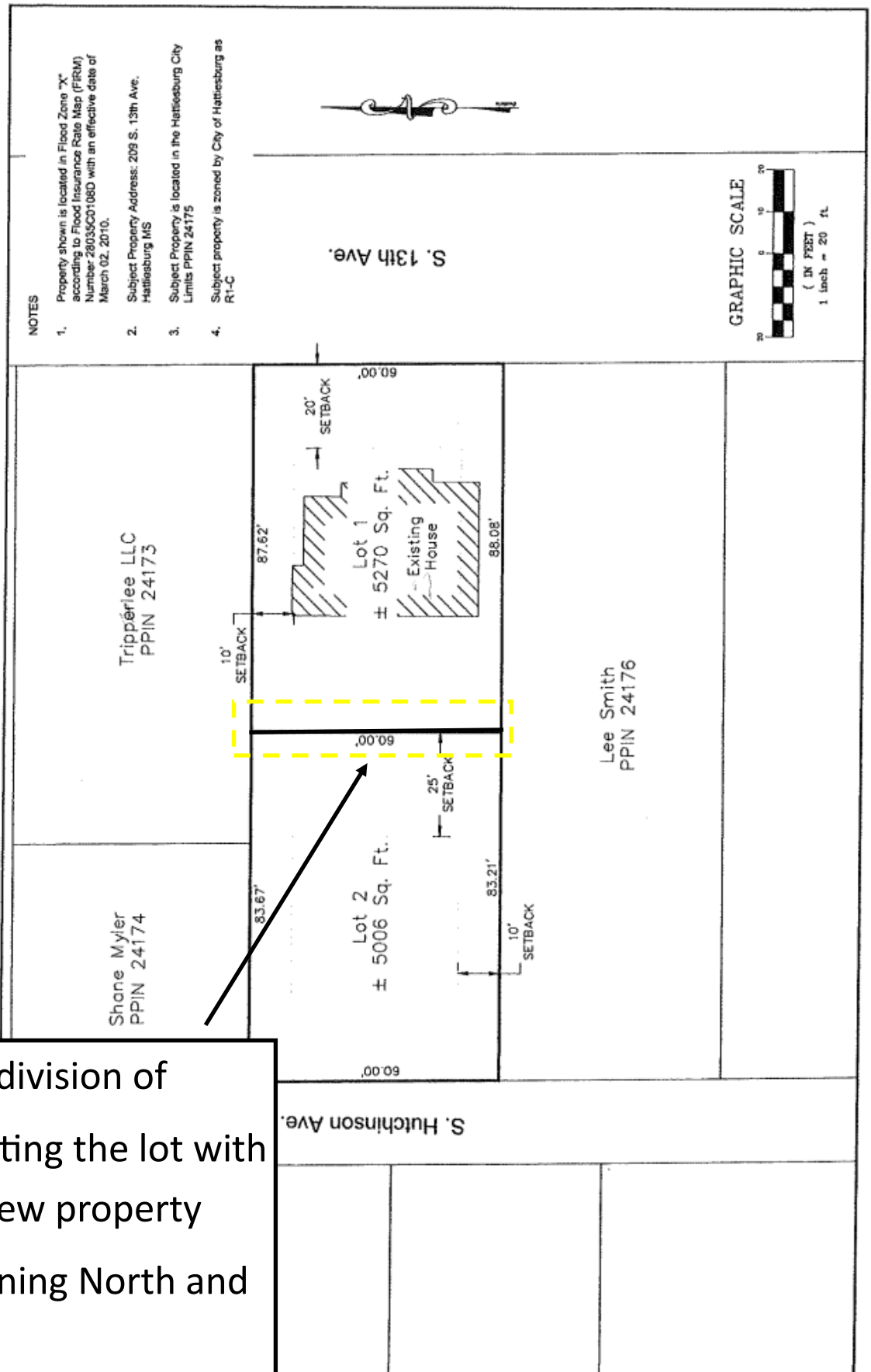
East and Western Directions: R-1B Single-Family Residential



View of property fronting South Hutchinson Ave



Preliminary Plat



Proposed subdivision of property, splitting the lot with a proposed new property boundary running North and South

RECEIVED
MAR 20 2024



**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: TRIPPERLEE, LLC (MANAGING MEMBER STEPHEN TRIPP)
Project Name: 209 S. 13TH AVE
Proposed Use(s): RESIDENTIAL HOUSING
Project Street Address: 209 S. 13TH AVE
PPIN Number(s) (if unknown, can be found on tax receipt): 24175

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 |
| ☐ Other: _____ | ☐ Open Space | |

For Conditional Use Permit Only (check applicable type), see pp. 9 & 10:

- | | |
|---|---|
| ☐ Automotive Filling Station | ☐ Telecommunications |
| ☐ Digital Billboard, New | ☐ Digital Billboard, Replacement |
| ☐ Restaurant | ☐ Solar Farm |
| ☐ Other: _____ | |

For Re-Zoning Only, see p. 11:

Existing Zoning: _____
Proposed Zoning: _____

PLEASE BE SURE TO FILL OUT PP. 1-5 AND SEE FEES ON P. 6

STAFF USE ONLY – Do Not Complete:

Pre-Application Date: _____ Planner: _____
Parcel Number(s): _____ Historic District(s): _____
Flood Zone(s): _____ Zoning District(s): _____
Project No.: _____

Code Sections:

LDC Section No. _____
Section No. _____
Section No. _____
Section No. _____
Section No. _____

RECEIVED DATE & INITIALS:

PROJECT REPRESENTATIVE INFORMATION:

Primary:

Name: TRIPPERLEE, LLC (STEPHEN TRIPP MANAGING MEMBER)

☐ Applicant ☒ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☐ Engineer

☐ Other (please specify): _____

Phone: (530) 913-2217 Fax: _____ Email: SITAI SITREPA@YAHOO.COM

Mailing Address: 108 MADISON PL. HATTIESBURG, MS 39402

Secondary:

Name: JOHN ANGLIN / CLEARPOINT CONSULTING ENGINEERS

☐ Applicant ☐ Property Owner ☐ Representative ☐ Agent ☐ Contractor ☐ Architect ☒ Engineer

☐ Other (please specify): _____

Phone: (601) 261-2609 Fax: _____ Email: JOHN.A@CLEARPOINTENGINEERS.COM

Mailing Address: 6652 HWY 98 HATTIESBURG, MS. 39402

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

209 S. 13th AVE HATTIESBURG, MS 39402
Street Address City State

on this the 20th day of MARCH, 2024

In the matter of this request, the property owner further authorizes the following named person(s)
to represent them at the public hearing on this petition.

JOHN ANGLIN CLEARPOINT / CESAR POTENZA
on this the 20th day of MARCH, 2024.

STEPHEN TRIPP (TRIPPERLEE, LLC)
Property Owner (print)

[Signature]
Property Owner (signature)

STATE OF Mississippi

COUNTY OF Forrest

Personally came and appeared before me, the within named

Stephen Tripp,
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 20th day of
March, 2024.

[Signature]
NOTARY PUBLIC

My Commission Expires:

06.01.2026



Subdividing of Lot, Parcel or Tract Information

1. Property data:

Parent Parcel / Existing lot/parcel/tract contains 10276 Square Footage / Acres

Lot Area Requirement: 5000 Sq ft

Lot Frontage Requirement: 150 feet

Existing use of lot/parcel/tract RESIDENTIAL HOUSING

To be subdivided into 2 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.	5270	YES	NO	209 S. 13TH AVE		
2.	5006	YES	NO	S. HUTCHINSON		
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	5270	YES	NO	209 S. 13TH AVE		
	Total square footage of new lots (verify total matches existing parcel prior to splits) <u>10276 Sq ft</u>					

2. Infrastructure required:

Water/Sewer ☒ Gas ☒ Electric ☒ Telephone ☐ Cable ☐ Streets ☐

March 20, 2024

I attempted to locate and identify anybody or anything that was adversely affected by the proposed dividing of the lot located at 209 S 13th Ave. I could not locate nor identify anybody that was adversely affected. I did obtain the signatures of residents that were in the immediate area of 209 S 13th Ave, on both sides and to the rear. See attached

Tripperlee, LLC

Stephen Tripp, Managing Member

108 Madison Pl.

Hattiesburg, MS 39402

530-913-2217

To Whom It Concerns:

The below listed residents and neighbors **do not have any concerns nor are they adversely affected** by the owners of 209 S 13th Ave (PPIN 24175) dividing their existing lot into two separate parcels.

Date	Name	Address	Signature
3/18	Jason Perry	210 S. 14th Ave Hattiesburg, MS 39401	
3/19	Lee Smith	211 South 13th Hattiesburg, MS	
3/19	Reverita Moore	206 S 14th Ave	
3/19/24	TRIPPERLEE, LLC	207 S 13th Ave HATTIESBURG, MS	
	NEW OWNER VACANT UNKNOWN	206 S. HUTCHINSON AVE HATTIESBURG	

Pre-Application Form
City of Hattiesburg Planning Department
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601-545-4599
Fax: 601-545-1962

Return the completed form and site plan to the Planning Department by Thursday 12 noon. A member of the planning staff will contact applicants to confirm the pre-application meeting date and time. For further information, please contact: Planning Division Office Manager, 601-545-4599 or email: planning@hattiesburgms.com

Today's Date: 2/26/24
Project Name: Survey / Parcel Split @ S 13th Ave and Hutchinson Ave
Proposed Use: Create two seperate residential lots
Project Street Address: 209 S 13th Ave, Hattiesburg, MS 39401
(Back side of lots connects to Hutchinson Ave
PPIN Number: 24175 Parcel Number: 2-029M-09-234.00
Flood Zone: X Historic District: N/A
Zoning District(s): _____
Proposed Cost of the Project: N/A

Project Representative Information

Project Representative and Title: John Anglin, P.E.

Company Name: Clearpoint Engineers
Phone: 601-261-2609 Fax: _____
Email: johna@clearpointengineers.com
Mailing Address: 6652 US Hwy 98
Hattiesburg, MS 39402

Property Owner Name: Steve Tripp - Tripperlee LLC
Phone: 530-913-2217 Fax: N/A
Email: STripp@yahoo.com
Mailing Address: 103 Madison Place, Hattiesburg, MS 39402

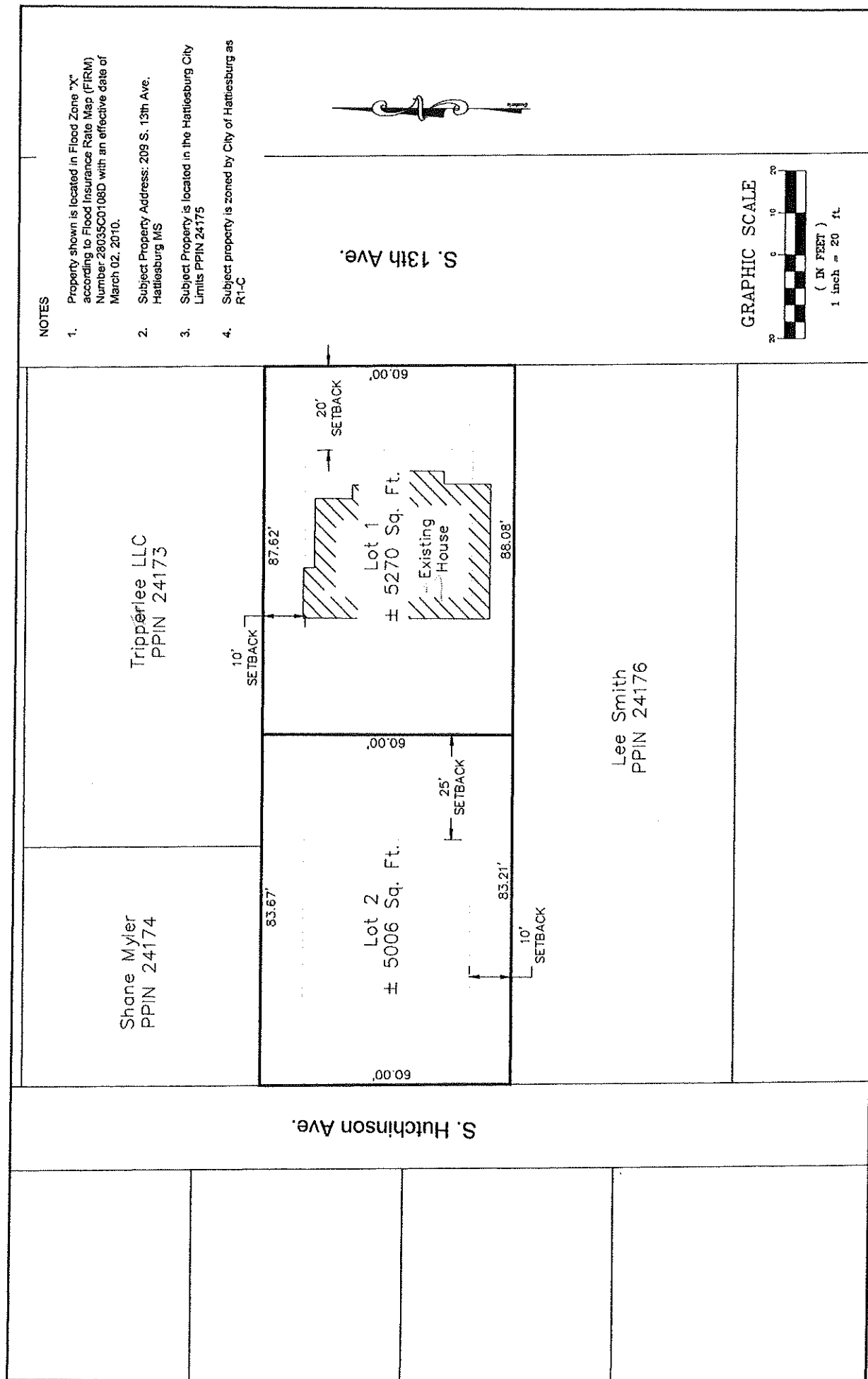
Provide project narrative fully explaining the proposed project:

Property owner has requested for his lot to be divided into two separate residential lots.

The front of the lot, which has an existing home, is entered from S 13th Ave

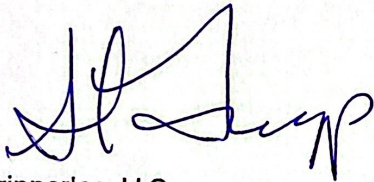
The back side of the lot would be located on and enter from Hutchinson Ave

Future plans are to build a home on Hutchinson Ave after acquiring a city address for the new parcel.



March 20, 2024

I attempted to locate and identify anybody or anything that was adversely affected thereby or directly interested therein by the proposed dividing of the lot located at 209 S 13th Ave. I could not locate nor identify anybody that was adversely affected thereby or directly interested therein. I did obtain the signatures of residents with their approval that were in the immediate area of 209 S 13th Ave, on both sides and to the rear. See attached

A handwritten signature in blue ink, appearing to read 'S. Tripp', with a stylized, cursive script.

Tripperlee, LLC

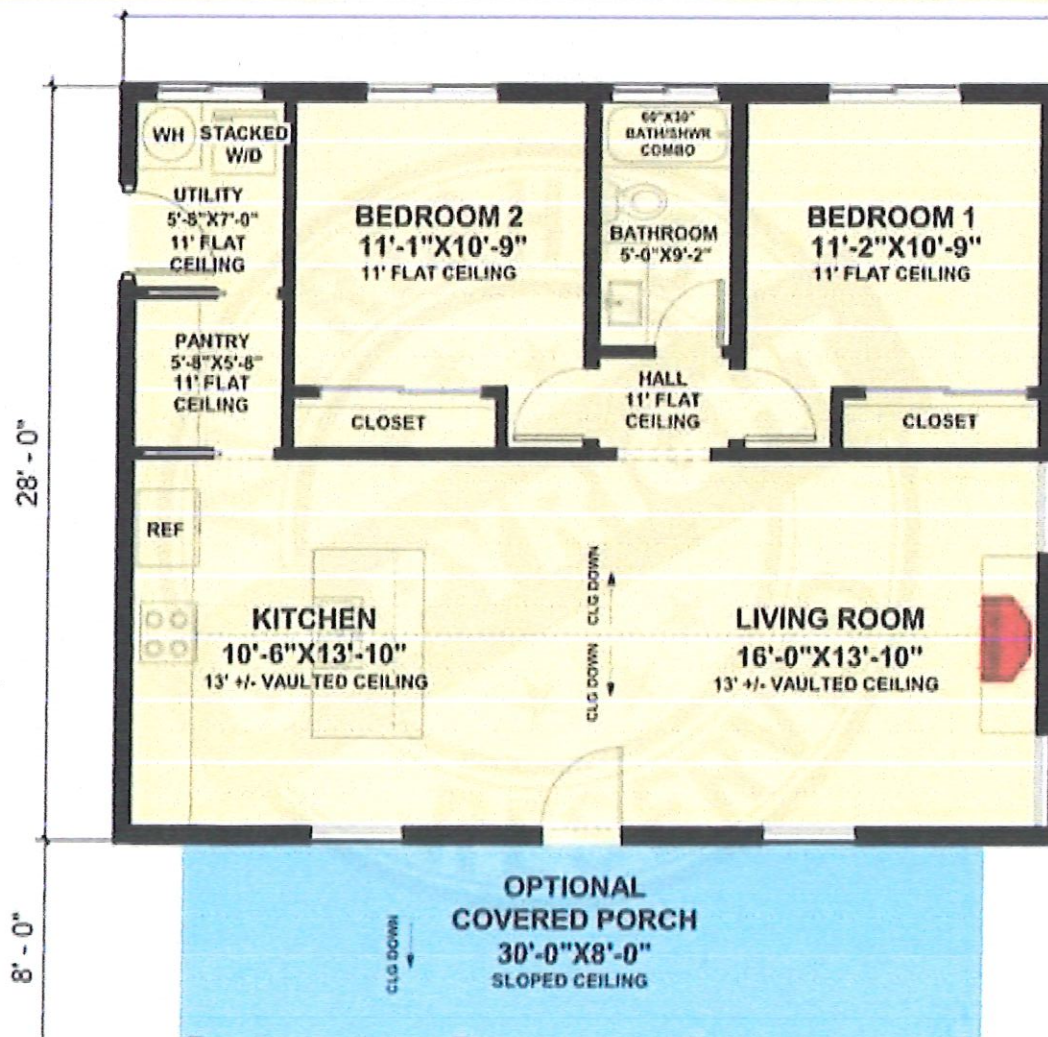
Stephen Tripp, Managing Member

108 Madison Pl.

Hattiesburg, MS 39402

530-913-2217

EXHIBIT D-1

A photograph of a small, dark-colored cabin with a metal roof and a covered porch, set in a wooded area. The cabin has a gabled roof with dark metal siding. The front porch is covered by a matching metal awning and supported by dark posts. There are two windows on either side of the entrance, and the interior lights are on. The cabin sits on a stone foundation with a concrete walkway leading to the steps. The background shows trees with some autumn foliage under a cloudy sky.

**MINUTES OF THE
REGULAR MEETING OF THE
HATTIESBURG PLANNING COMMISSION
June 5th, 2024**

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. Carlos Wilson
7. Charles Dawe
8. Michael Dickerson (Virtual)

Members Absent:

1. Lee Anne Venable
2. Michale Pruitt
3. (vacant seat)

Staff Present:

1. Cory Long, Planning Manager
2. Nathan Satcher, Planner II
3. David Miller, Esq.
4. Jim Gladden, Esq.
5. Kevin Bates, Building Official
6. Wiley Quinn, Director of Urban Development
7. Meridian McDaniel, Planner I

Chair Hinton declared the Hattiesburg Planning Commission meeting open and in session at 1:03 p.m.

AGENDA REVIEW

Commissioner Pickett made a motion to accept the agenda, seconded by Commissioner Wilson.

Motion:

Made by Commissioner Pickett to approve the agenda

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			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			ABSENT

MINUTES REVIEW

Commissioner Conville made a motion to approve the May 1st minutes, and Commissioner Lockett seconded this motion.

Motion:

Made by Commissioner Conville 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			ABSENT
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			ABSENT

BUILDING REPORT

Kevin Bates, Building Official, provided the Building Permit Report for May 2024.

PLANNING REPORT

The Planning Division opted to skip this presentation for time purposes with the lengthy agenda.

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:

Mississippi Tank Company, applicant, Bobby Threatt, applicant, and Chris Bowen, representative, request approval for rezoning from R-3 (Multi-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:

Staff introduced the case. Chris Bowen presented on the case and answered questions from the commissioners. After some discussion, the commission reopened the public hearing portion to speak to Mr. Bowen again.

Presented by:

1. Chris Bowen

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Ray to approve

Second:

Made by Commissioner Dawe

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	X		
Michael Pruitt			ABSENT

Item B:

Richard Hiatt, owner, request approval for a preliminary plat for a major subdivision for a property located on North 30th Avenue, and North 31st Avenue. The proposed subdivision is for single-family residential structures (PPIN 47255, 47277 Ward 1, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Richard Hiatt appeared to speak on behalf of his case and answered questions from commissioners.

Presented by:

1. Richard Hiatt

Proponents:

1. None

Opponents:

1. Helen Lambert

Motion:

Made by Commissioner Dawe

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	X		
Michael Pruitt			ABSENT

Item C:

Zoning Change Request - Clifford Lockhart, representative, and Matthew H. Bailey, owner, and Jackie. D. Baily, owner, request approval for rezoning from R-1C (Single-family residential) to R-3 (Multi-family residential) for properties located at 102 South Street. (PPIN 19729, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Clifford Lockhart spoke on behalf of the case and answered questions from the Commissioners. After discussions, the commission reopened the public portion to speak with Mr. Lockhart again.

Presented by:

1. Clifford Lockhart

Proponents:

1. Stella Payton

Opponents:

1. Letter Exhibit

Motion:

Made by Commissioner Conville to deny

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			Abstain
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt			Absent

Item D:

Request to modify a platted subdivision - Tripperlee, LLC. owner, request approval to alter the platted subdivision known as "Sutherland and Reeves Survey" to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures (PPIN 24175, Ward 4, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Tripp spoke on behalf of his case answering questions from the commissioners.

Presented by:

1. Steven Tripp

Proponents:

1. None

Opponents:

1. Laurne McClain

Motion:

Made by Commissioner Ray to deny

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	X		
Michael Pruitt			Absent

Item E:

Zoning Change Request - Jacob Shemper, owner, requests approval for rezoning from A-2 (Agricultural Residential) to R-1A (Single-family residential) for a property located at 111 Pinehills Drive. (PPIN 17198, Ward 3, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Shemper came up and spoke on behalf of the development. The applicant decided not to refute the opposition of the neighborhood.

Presented by:

1. Jacob Shemper

Proponents:

1. None

Opponents:

1. Joe Wiley
2. Carolyn Moore
3. Kathryn Floyd
4. Alice McCann
5. Betty Ross
6. Willaim Kennedy
7. Renee Megene
8. Joy Lubritz
9. Adam Rowls
10. Stella Payton
11. Margret Murkwald
12. John Jackson
13. Dorian Shoemaker
14. Clifford Lockhart
15. Debra Helms
16. Susie Hebert
17. Steve Zary
18. Jocelyn Wiley

Motion:

Made by Commissioner Ray to deny

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			Absent
Michael Dickerson (Online)		X	
Charles Dawe	X		
Michael Pruitt			Absent

Item F:

Major Subdivision Request - Jacob Shemper, owner, requests approval for a preliminary plat for a major subdivision located at 111 Pinehills Drive. The subdivision request is also to alter the platted subdivision known as “Hattiesburg Homestead Survey” to subdivide the property into 5 single-family residential lots. (PPIN 17198, Ward 3, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case in combination with Agenda Item E. Both items were discussed together though the votes were taken individually. This item was not considered when the proceeding item was denied.

Presented by:

1. Jacob Shemper

Proponents:

1. None

Opponents:

1. Joe Wiley
2. Carolyn Moore
3. Kathryn Floyd
4. Alice McCann
5. Betty Ross
6. Willaim Kennedy
7. Renee Megenee
8. Joy Lubritz
9. Adam Rowlis
10. Stella Payton
11. Margret Murkwaldner
12. John Jackson
13. Dorian Shoemake
14. Cifford Lockhart
15. Debra Helmintorter
16. Susie Hebert
17. Steve Zary
18. Jocilyn Wiley

Motion:

No motion made as the Zoning Change was denied.

Second:**Vote:**

Board Member	Yea	Nay	Other
Elayne Lockett			

Rhoda A. Pickett			
Dick Conville			
Amy Hinton			
Rebekah Ray			
Lee Anne Venable			Absent
Carlos Wilson			Absent
Michael Dickerson (Online)			
Charles Dawe			
Michael Pruitt			Absent

Item G:

Zoning Change Request - Hattiesburg Public School District, owner, and Hunter Andrews, engineer, request approval for rezoning of multiple properties from R-1C (Single-family residential) to B-2 for vacant properties that are bound by South Street to the east, and Stadium Drive to the West. (PPIN 26633, 26636, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Hunter Andrews Spoke on behalf of the case.

Presented by:

1. Hunter Andrews

Proponents:

1. Clifford Lockhart
2. Margret Murkwalter

Opponents:

1. None

Motion:

Made by Commissioner Dawe 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			Absent
Carlos Wilson			Absent
Michael Dickerson (Online)	X		

Charles Dawe	X		
Michael Pruitt			Absent

A motion was made by Chair Hinton seconded by Commissioner Ray and voted in favor by all present to recess the meeting to Wednesday, June 12, 2024.

Wednesday, June 12, 2024, the members present declared the Hattiesburg Planning Commission meeting open and in session at 1:30 p.m.

Item H:

Request to modify a platted subdivision - Stephen Ward, owner, requests approval to alter the platted subdivision known as “Hawkins and Thompson Subdivision” to subdivide the properties located at 145 W 5th Street and 116 Columbia Street to create two separate single-family residential lots (PPIN 17253 and 17254, Ward 2, Forrest County).

Discussion and Vote:

The Planning Staff introduced the case. Mr. Steven Ward spoke on behalf of the property.

Presented by:

1. Steven Ward

Proponents:

1. Ophellia Jenkins

Opponents:

1. None

Motion:

Made by Commissioner Hinton to approve

Second:

Made by Commissioner Pruitt

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		

Michael Pruitt	X		
----------------	---	--	--

Item I:

Major Subdivision Request – Josh Morris, owner, John Anglin, engineer, and Craig Flanagan, representative, request approval for a preliminary plat for a major subdivision for a property located on Shadow Ridge Drive. The proposed subdivision will be Phase III of the Shadow Ridge Subdivision (Lamar County, Ward 3, PPIN 24500).

Discussion and Vote:

The Planning Staff introduced the case. Mr. John Anglin spoke on behalf of the development.

Presented by:

1. John Anglin

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Dawe to approve with the condition that the land-locked common area in the rear of lots 30-41 be corrected through the dissolution of the common area into the surrounding lots, to create access to the road, to be combined with the golf course, or some combination of these recommendations.

Second:

Made by Commissioner Hinton

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville	X		Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Item K:

Land Development Code Text Amendment Request - The City of Hattiesburg requests to amend the Land Development Code, Ord. No. 3209, and make changes to Sections 12. More specifically, the changes are concerning subdivision regulations and bond requirements for new subdivisions. 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. Discussions around the types of bonds and the penalties came to the forefront. The item was tabled and a committee was formed to provide a recommendation to the Planning Commission. The committee consisted of Commissioners:

1. Dawe
2. Dickerson
3. Ray

Presented by:

1. Mr. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

1. None

Motion:

Made by Commissioner Pickett to table the case and form a committee to review for further recommendations.

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Item L:

Land Development Code Text Amendment Request – (Tabled from May 2024): 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. Discussions occurred around flood zones, citywide impacts, and the Community Ratings System (CRS) program.

Presented by:

1. Cory Long, Planning Manager

Proponents:

1. None

Opponents:

1. Lisa Collins

Motion:

Made by Commissioner Pickett to approve

Second:

Made by Commissioner Lockett

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

OTHER BUSINESS

No other business came before the board.

Adjournment:

The meeting was adjourned at 3:00 p.m.

Motion:

Made by Commissioner Pickett

Second:

Made by Commissioner Ray

Vote:

Board Member	Yea	Nay	Other
Elayne Lockett	X		
Rhoda A. Pickett	X		
Dick Conville			Absent
Amy Hinton	X		
Rebekah Ray	X		
Lee Anne Venable (online)	X		
Carlos Wilson	X		
Michael Dickerson (Online)	X		
Charles Dawe	X		
Michael Pruitt	X		

Amy Hinton, Vice Chair

Cory Long, AICP, Planning Division Manager



**URBAN
DEVELOPMENT
PLANNING DIVISION**

RECEIVED
JUN 13 2024
BY: *RA*

REQUEST TO APPEAL DECISION OR RECOMMENDATION

Today's Date: <i>6/12/24</i>
Date of Decision/Recommendation Date: <i>6/5/24</i> <i>(Appeals must be made within ten consecutive days of the recommendation)</i>
Name of Property Owner/Petitioner: <i>TRIPPERLEE, LLC STEPHEN TRIPP</i>
Name of Person Requesting Appeal Hearing: <i>TRIPPERLEE, LLC STEPHEN TRIPP</i>
Mailing Address of Person Requesting Appeal Hearing: <i>108 MADISON PL. HATTIESBURG, MS 39402</i>
Address of Petitioned Property: <i>209 S. 13TH AVE HATTIESBURG MS 39401</i>
Name of the Deciding Body: Director of UD ☐ Site and Design Review Committee ☐ Historic Conservation Commission ☐ Planning Commission ☒ or Board of Adjustment ☐
Petitioner's Request of the Deciding Body: <i>TO BE ALLOWED TO DIVIDE THE LOT @ 209 S 13TH</i>
Deciding Body's Recommendation: <i>DENIED</i>

**Attach the specific grounds for appeal to this application.
Subject to a \$50 fee per ordinance 2977**

I hereby APPEAL the Planning Commission Recommendation for the above-referenced petition and request to hold a Public Hearing before the Hattiesburg City Council.

[Signature]
Appellant (signature)

Send to:
The Planning Division of Urban Development

Copy to:
Kermas Eaton, Director of Administration/City Clerk
Wiley Quinn, Director of Urban Development

P.O. Box 1898
Hattiesburg, MS 39403
601.545.4591

Date: 06/12/2024

To Whom It May Concern

I went before the Planning Commission on 06/05/24 to request approval to divide the lot I own located at 209 S 13th Ave. The Planning Commission denied my request, but did not give a specific nor official reason why. The division of the lot would meet the 5000 sqft lot requirement for R-1C.

After listening to the discussion held by the Planning Commissioners, it appeared they were concerned with the additional traffic that approval would bring and that if they approved my request, it would "open the door" for other property owners to do the same thing and divide their lots. I am assuming these were the reasons the Planning Commission denied my request since I never received an official reason.

If these were the official reasons for denial, I do not feel they are relevant, nor should my request have been denied based on those reasons.

The new lot, if divided, would be accessed from S Hutchenson Ave which is a one-way street. S Hutchenson St currently has 8 small single-family dwellings on it from Adeline to Hardy. There are several properties that have garages or small structures on the back side of the single-family homes located on S 13th Ave, but their lots extend to S Hutchenson. S Hutchenson already has traffic throughout the day that travels on it, but I highly doubt another small single-family residence would impact the traffic significantly enough to be a valid reason for denial.

Regarding opening the door to other property owners that the Commissioners were concerned with seems to be a "what if" response to something that could happen or could not happen. The number of lots on S. Hutcheson that would meet the lot size requirements or that do not already have a small garage or structure currently is not a significant amount nor valid reason to denial my request. As far as the remaining lots meet the requirements, it is my opinion that this would only make the neighborhood better by providing more housing and would revitalize the neighborhood.

Thank you for your consideration.

Respectfully,

Tripperlee, LLC

Stephen Tripp



URBAN DEVELOPMENT PLANNING DIVISION

Hattiesburg Planning Commission Meeting (Public Hearing) Recommendations June 5th, 2024

D. Request to modify a platted subdivision - Tripperlee, LLC. owner, request approval to alter the platted subdivision known as "Sutherland and Reeves Survey" to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures (PPIN 24175, Ward 4, Forrest County).

Motion: Approve ☒ Deny ☐ Table ☐

Votes: In Favor 0 Not in Favor 1 Abstaining

The Planning Commission has recommended to **Approve/Deny** your requests.
(You or any aggrieved party may **APPEAL** the recommendation of the Hattiesburg Planning Commission by filing a Letter of Appeal with the City Clerk within ten (10) days of this public hearing. Contact Staff for Appeal Fee Schedule, due at time of filing).

If there is no appeal, your petition will be heard by the City Council for the final vote.

Council Meeting Date for you to appear:

Monday, June 17th, 2024, 4:00 PM, City Hall Council Chambers, 200 Forrest Street (Discussion)

Tuesday, June 18th, 2024, 5:00 PM, City Hall Council Chambers, 200 Forrest Street (Vote)

Additional Information:

If approved by City Council, contact the Department of Urban Development, Planning Division (601-545-4599) to obtain site and construction permit procedures before you begin your project.

A permit cannot be issued within 15/30** days after the Council meeting*

**15 days for Conditional Uses, Variances, or Subdivision of Land & **30 days for Zoning and street renamings/closings*

Appeal of a Decision: An appeal shall be made within 10 days of the order, requirement, decision, or determination. An appeal stays all legal proceedings in furtherance of the action appealed from unless the officer or board from whom the appeal is taken certifies to the appeals body that by reason of facts stated in the certificate a stay would, in their opinion, cause imminent peril to life and property. Appeals must be made in writing and shall specify the grounds for the appeal. All appeals shall be heard within 60 days of filing. The appeals body may reverse or affirm, in whole or in part, or may modify the order, requirement, decision, or determination that is the subject of the appeal.

Planning Division, Department of Urban Development

601-545-4599

planning@hattiesburgms.com

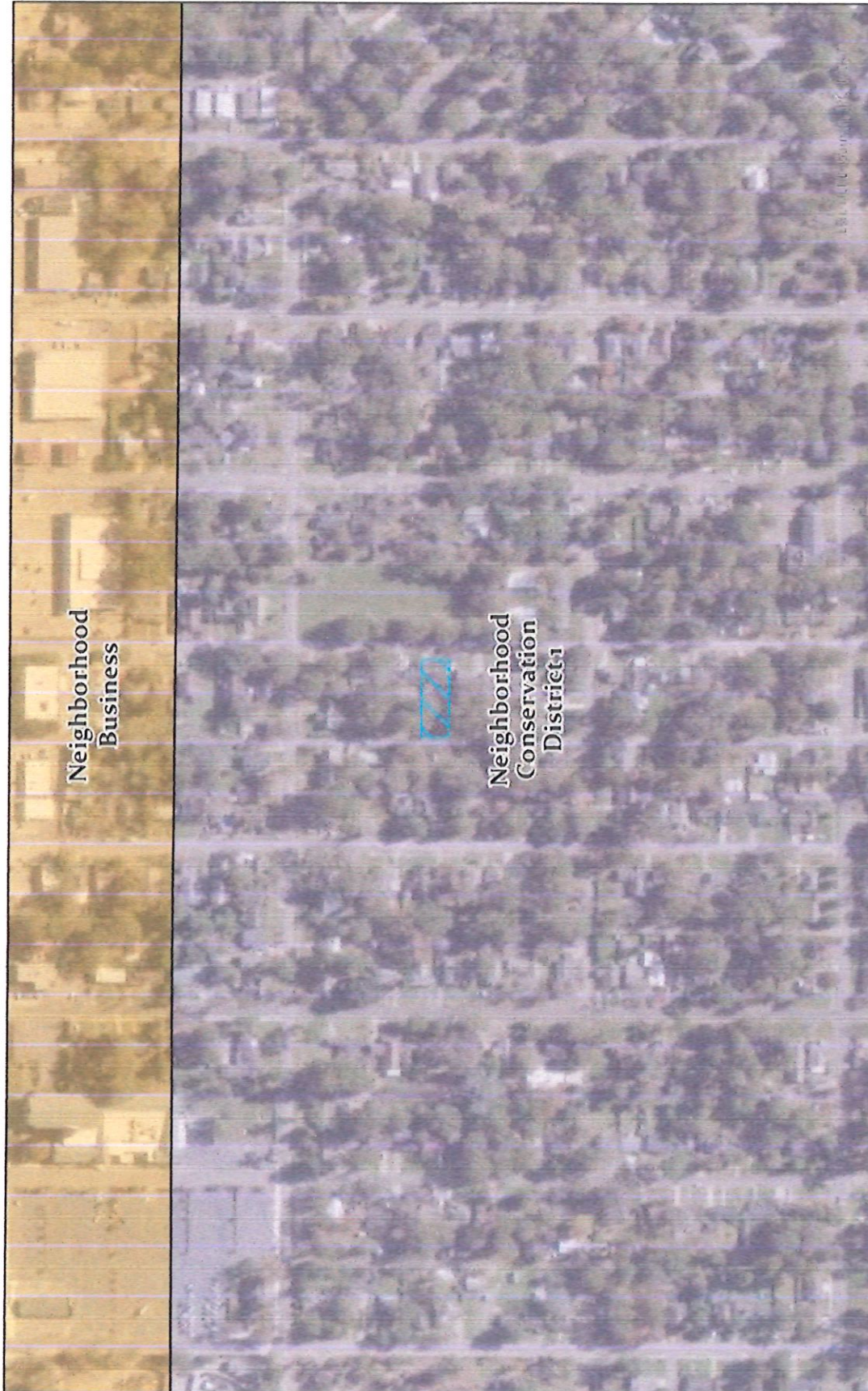
SUBJECT PARCEL

209 s 13th Ave — Request to Modify Platted Subdivision

Tripperlee, LLC. and Stephen Tripp, owner

Tripperlee, LLC. and Stephen Tripp, owner, request approval to alter the platted subdivision known as “Sutherland and Reeves Survey” to subdivide the property located at 209 S 13th Avenue into two lots to create two single-family structures (PPIN 24175, Ward 4, Forrest County).





Zoning Map

-  Neighborhood Business
-  Neighborhood Conservation District 1
-  Subject Property

DISCLAIMER: This map is ONLY FOR REFERENCE. There is NO WARRANTY of the accuracy of data. This information CANNOT be used as a substitute for legal, business, tax or other professional advice. Map Exported on: 5/8/2024 5:28 PM

209 South 13th Ave
Zoned R-1C
PPIN: 24175
Flood Zone: X
Ward 4, Forrest County



**URBAN
DEVELOPMENT
PLANNING DIVISION**

Center: 89°18'35"W 31°19'19"N

Site Aerial



Site Aerial

Northern and Southern Directions: R-1C Single-Family Residential



Site Aerial

East and Western Directions: R-1B Single-Family Residential



View of property fronting South Hutchinson Ave





Zoning Map

- R-1B
- R-1C
- B-1
- Subject Property
- R-2

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

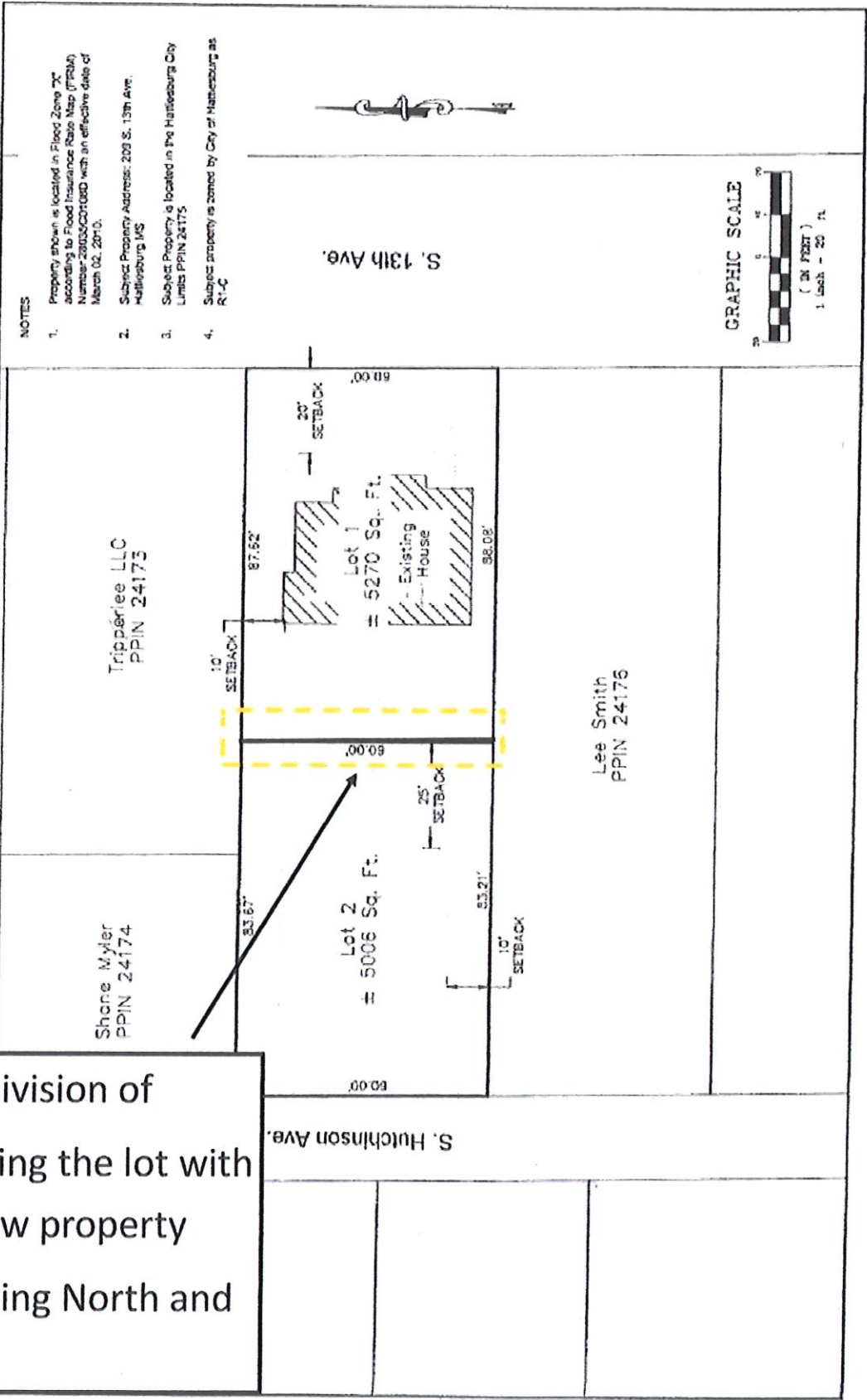
209 South 13th Ave
 Zoned R-1C
 PPIN: 24175
 Flood Zone: X
 Ward 4, Forrest County



**URBAN
 DEVELOPMENT
 PLANNING DIVISION**

Center: 89°18'34"W 31°19'19"N

Preliminary Plat



Proposed subdivision of property, splitting the lot with a proposed new property boundary running North and South



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Adam Moore, Grants Coordinator
cc: Neal Rockhold , Lieutenant
Date: Tuesday, July 2, 2024
Re: Acknowledge receipt of grant extension for an additional 19 months from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) Hiring Program
File Number: 2024-275
Minute Book #

Summary

I recommend acknowledging the receipt of a grant extension for an additional 19 months from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) Hiring Program to fund the hiring of four (3) additional police officers, for a total estimated three-year project cost of \$653,349 (\$488,499 federal share and \$164,850 local share). No signatures are required.

Recommendation Statement

I recommend acknowledging the receipt of a grant extension for an additional 19 months from the U.S. Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS) Hiring Program to fund the hiring of four (3) additional police officers, for a total estimated three-year project cost of \$653,349 (\$488,499 federal share and \$164,850 local share). No signatures are required.

Please place this on the July 2, 2024 City Council meeting for consideration.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Adam Moore, Grants Coordinator
cc:
Date: Tuesday, July 2, 2024
Re: Acknowledge receipt of award for an extension for the Substance Abuse and Mental Health Services Administration (SAMHSA) to fund a sixth year of the program Hattiesburg Behavioral Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources.
File Number: 2024-264
Minute Book #

Summary

Acknowledge Receipt of Award – SAMHSA – Hattiesburg Behavioral Health Court Treatment Expansion

Recommendation Statement

I recommend acknowledging receipt of award for an extension for the Substance Abuse and Mental Health Services Administration (SAMHSA) to fund a sixth year of the program Hattiesburg Behavioral Court Treatment Expansion, in partnership with Pine Belt Mental Healthcare Resources.

Please place this on the July 2, 2024 City Council meeting for consideration.



Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Notice of Award
FAIN# H79TI081923
Federal Award Date
05/29/2024

Recipient Information

1. Recipient Name

HATTIESBURG CITY CLERK
200 FORREST ST
HATTIESBURG, MS 39401

2. Congressional District of Recipient

04

3. Payment System Identifier (ID)

1646000432A1

4. Employer Identification Number (EIN)

646000432

5. Data Universal Numbering System (DUNS)

079448130

6. Recipient's Unique Entity Identifier

N4XZJLJ9AVM1

7. Project Director or Principal Investigator

Khadijah Muhammad

kmhammad@hattiesburgms.com
601-545-4942

8. Authorized Official

Mrs. Jennifer Shows
jshows@hattiesburgms.com
601-606-3223

Federal Agency Information

9. Awarding Agency Contact Information

Aina Halili
Grants Specialist
aina.halili@samhsa.hhs.gov
240-276-2820

10. Program Official Contact Information

Caroline Waterman
Program Official
Caroline.Waterman@samhsa.hhs.gov
240-276-1528

Federal Award Information

11. Award Number

6H79TI081923-05M002 (No-Cost Extension)

12. Unique Federal Award Identification Number (FAIN)

H79TI081923

13. Statutory Authority

PHS Act, Title V, Section 509; 42 U.S.C 290bb-2

14. Federal Award Project Title

Hattiesburg Municipal Court - Hattiesburg Behavioral Health Court Treatment
Expansion

15. Assistance Listing Number

93.243

16. Assistance Listing Program Title

Substance Abuse and Mental Health Services_Projects of Regional and National
Significance

17. Award Action Type

Amendment

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date 05/31/2023 – End Date 05/30/2025

20. Total Amount of Federal Funds Obligated by this Action	\$0
20a. Direct Cost Amount	\$0
20b. Indirect Cost Amount	\$0
21. Authorized Carryover	\$0
22. Offset	\$0
23. Total Amount of Federal Funds Obligated this budget period	\$385,230
24. Total Approved Cost Sharing or Matching, where applicable	\$0
25. Total Federal and Non-Federal Approved this Budget Period	\$385,230

26. Project Period Start Date 05/31/2019 – End Date 05/30/2025

27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Project Period	\$1,540,921
--	-------------

28. Authorized Treatment of Program Income

Additional Costs

29. Grants Management Officer - Signature

Aina Halili

30. Remarks

Acceptance of this award, including the "Terms and Conditions," is acknowledged by the recipient when funds are drawn down or otherwise requested from the grant payment system.



SAMHSA Treatment Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Notice of Award

Issue Date: 05/29/2024

Center for Substance Abuse Treatment

Award Number: 6H79TI081923-05M002

FAIN: H79TI081923

Program Director: Khadijah Muhammad

Project Title: Hattiesburg Municipal Court - Hattiesburg Behavioral Health Court Treatment Expansion

Organization Name: HATTIESBURG CITY CLERK

Authorized Official: Mrs. Jennifer Shows

Authorized Official e-mail address: jshows@hattiesburgms.com

Budget Period: 05/31/2023 – 05/30/2025

Project Period: 05/31/2019 – 05/30/2025

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of \$0 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to HATTIESBURG CITY CLERK in support of the above referenced project. This award is pursuant to the authority of PHS Act, Title V, Section 509; 42 U.S.C 290bb-2 and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

This award addresses the following Amendment requests:

- No-Cost Extension (6H79TI081923-05L002)

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Aina Halili
Grants Management Officer
Division of Grants Management

See additional information below

SECTION I – AWARD DATA – 6H79TI081923-05M002**Award Calculation (U.S. Dollars)**

Travel	\$5,089
Supplies	\$2,475
Contractual	\$366,046
Other	\$11,620
 Direct Cost	 \$385,230
Approved Budget	\$385,230
Federal Share	\$385,230
Less Unobligated Balance	\$385,229
Cumulative Prior Awards for this Budget Period	\$1
 AMOUNT OF THIS ACTION (FEDERAL SHARE)	 \$0

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
5	\$1

Note: Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number: 93.243
EIN: 1646000432A1
Document Number: 19TI81923A
Fiscal Year: 2023

IC	CAN	Amount
TI	C96N363	\$0

IC	CAN	2023
TI	C96N363	\$0

TI Administrative Data:

PCC: DCT-AD19 / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 6H79TI081923-05M002

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 6H79TI081923-05M002

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation cited in this Notice of Award.

- b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
- c. 45 CFR Part 75 as applicable.
- d. The HHS Grants Policy Statement.
- e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:

Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

SECTION IV – TI SPECIAL TERMS AND CONDITIONS – 6H79TI081923-05M002

REMARKS

No Cost Extension Post Award Amendment

This award approves a **12 month NO COST EXTENSION** extending the budget and project period end dates from **05/30/2024 to 05/30/2025**, based on revised documentation received on 05/29/2024.

If the final resolution of the audit covering the above stated budget period(s) determines that the unobligated balance of funds is incorrect, SAMHSA will not make additional funds available to cover any shortfall.

- o ***No more than \$481,537 (\$385,230 funded in Year 5 + \$96,307 carryover) can be used for the Year 5 Budget Period and No-Cost Extension period combined. To support this extension, the remaining estimated funds from the Year 5 budget amount have been allocated accordingly. However, it is essential to acknowledge that the approved amount for the No-Cost Extension (NCE) is contingent upon the availability of authorized funds for use in the current year.***

You are required to submit an annual cumulative **12-month FFR** ([SF-425](#)) ([PDF](#) | [268 KB](#)) **no later than 90 days** after the close of the **original project period** as well as a **final FFR no later than 120 days after the end of the No Cost Extension project period** as per Closeout guidance: <https://www.samhsa.gov/grants/grants-management/grant-closeout>.

- o **Annual FFR Due: 08/28/2024**
- o **FFR Due Date: 120 days after the No Cost Extension (NCE) end date.**

All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.

STANDARD TERMS AND CONDITIONS

No Cost Extension Closeout Requirements - Discretionary Grants

Closeout Process

Recipients must complete all actions required for closeout to include:

- o Liquidate all obligations incurred under the award. All payment requests must be submitted before the end of the **(120) days post-award reconciliation/liquidation period.**
- o Reconcile financial expenditures to the reported total disbursements and charges in PMS.
- o Return any funds due to [PMS](#) due to refunds, corrections, or audits.
- o Submit required final reports.

Recipients must close the award in accordance with [2 CFR 200.344](#) Closeout and the terms and conditions listed in the grant notice of award. Recipients must liquidate all obligations incurred under an award not later than one hundred twenty (120) days after the end of awards obligation and project period. **After one hundred twenty (120) days, PMS account is automatically - locked. SAMHSA does not approve payment requests after one hundred twenty (120) days post-award reconciliation/liquidation period.** Therefore, recipients are expected to complete all expenditure requests within the approved project period and the aforementioned 120-day post-award reconciliation/liquidation period. **Recipients' late withdrawal requests occurring after the aforementioned periods will be denied. Final reports are due to SAMHSA no later than 120 days after the end of the project period.** Final reports include:

- o Submit via PMS the [Final Financial Report \(FFR, SF-425\) in the Payment Management System \(PDF | 228 KB\)](#)
- o Submit in eRA Commons the [Final Progress Report \(FPR\)](#) or other reports required by the terms and conditions of the award
- o Submit in eRA Commons the Final [Tangible Personal Property Report \(TPPR\) SF428-Series \(SF-428-B and SF-428-S, as applicable\)](#) to account for any property acquired with federal funds or indicate on the form that you have no property to

Failure to complete the closeout actions in 120 days after the project period end may result in a unilateral closeout of the grant by SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to SAMHSA. **If the recipient does not submit all reports satisfactorily in accordance with [2 CFR 200.344](#) SAMHSA will report the recipient's material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system (currently FAPIIS). Federal awarding agencies may also pursue other enforcement actions per [2 CFR 200.339](#).** Refer to the following SAMHSA for Closeout Standard Terms and Conditions <https://www.samhsa.gov/grants/grants->

[management/notice-awardnoa/standard-terms-conditions](#). Additional information on closeout is available at <https://www.samhsa.gov/grants/grants-management/grant-closeout>.

Resources:

[Video: SAMHSA Grant Closeout via eRA Commons \(6 minutes, 25 seconds\)](#) [Grantee Closeout Reference Sheet for FPR and TPPR Due 120 Days \(PDF | 1.2 MB\)](#): Guidance on how to submit the FPR and the TPPR in the eRA system.

Staff Contacts:

Caroline Waterman, Program Official

Phone: 240-276-1528 **Email:** Caroline.Waterman@samhsa.hhs.gov

Aina Halili, Grants Specialist

Phone: 240-276-2820 **Email:** aina.halili@samhsa.hhs.gov



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Sylvester London, Division Manager
cc:
Date: Tuesday, July 2, 2024
Re: Acknowledge receipt of the two-quote docket.
File Number: 2024-266
Minute Book #

Summary

Acknowledge receipt of the unadvertised bid docket for the period of May 24, 2024 through June 21, 2024, covering purchases requiring the obtaining of a minimum of two (2) bids as defined in Section 31-71-13 (B) of the Mississippi Code.

Recommendation Statement

Attached is the unadvertised bid docket for the period of May 24, 2024 through June 21, 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 July 2, 2024 City Council meeting for consideration.

SUCCESSFUL BID/ OTHER BID	PURCHASE ORDER	BID AMOUNT	ITEM DESCRIPTION
ARTISAN PYROTECHNICS INC	2403554	\$ 7,500.00	JUNETEENTH FIREWORK SHOW 2024
PYRO PRODUCTIONS		\$ 15,000.00	
CAROLINA FLYING DISCS INC/DDB INNOVA DISC GOLF	2403600	\$ 7,600.00	DISC GOLF BASKETS FOR TATUM PARK
DISC AND THAT LLC		\$ 8,525.00	
CDW GOVERNMENT	2403768	\$ 14,384.34	CRADLEPOINT RENEWAL 2024
ROK BROTHERS INC		\$ 15,022.25	
WALT MASSEY CHEVROLET	2403813	\$ 31,835.00	2024 CHEVROLET COLORADO
CHATOM MOTOR COMPANY		\$ 31,925.00	

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2403554

ITEM JUNETEENTH FIREWORK SHOW 2024

BID #1

WINNING BID

COMPANY ARTISAN PYROTECHNICS INC

BID

AMOUNT \$7,500.00

BID #2

COMPANY PYRO PRODUCTIONS

BID

AMOUNT \$15,000.00

BID #3

COMPANY _____

BID

AMOUNT _____

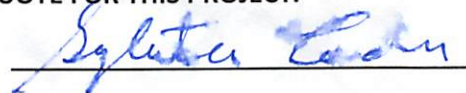
BID #4

COMPANY _____

BID

AMOUNT _____

THANK YOU FOR SENDING A QUOTE FOR THIS PROJECT.



Sylvester London, DIVISION MANAGER



City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1005
200 Forrest St - 3rd Floor
Hattiesburg, MS 39401

Purchase Order

Fiscal Year 2024

Page 1 of 1

Purchase Order Number **02403554**
Purchase Order Date **06/04/2024**
Department **ECONOMIC DEV**

FID 64-6000432

Vendor 49929
ARTISAN PYROTECHNICS INC.
P O BOX 250
WIGGINS, MS 39577

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
601-928-9454	OFFICE@ARTISANPYRO.COM	49929	2403137	Archie Brewton	

NOTES

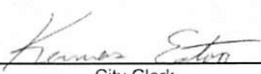
TWO QUOTE/JUNETEENTH FIREWORK SHOW 2024
PLEASE SEND INVOICE TO ABREWTON@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	TWO QUOTE/ JUNETEENTH CELEBRATION FIREWORK SHOW GL #: 001402 - 604900	1.0000	EACH	\$7,500.0000	\$7,500.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$7,500.00

Purchase Order Total \$7,500.00


City Clerk



Artisan Pyrotechnics Inc.

P. O. Drawer 250
Wiggins, MS 39577
(800) 329-9369
Federal ID #20-2005579

Invoice

DATE	INVOICE #
6/16/2023	2445

BILL TO

City of Hattiesburg
PO BOX 1898
Hattiesburg, MS 39403

DUE DATE

7/16/2023

DESCRIPTION	AMOUNT
Outdoor Pyrotechnic Display Juneteenth Display PURCHASE ORDER 02303298	7,500.00
RECEIVED JUN - 3 2024 AWARDED	
Total	\$7,500.00

Brewton, Archie

From: Pyro Productions <main@pyroproductions.com>
Sent: Monday, June 3, 2024 4:09 PM
To: Brewton, Archie
Subject: Juneteenth Celebration Hattiesburg MS

Hi A,

We sent an earlier email today that we were unavailable to perform your Juneteenth celebration. However in speaking with our head salesman, on average it costs \$1,000.00 per minute and at your requested 15 minute show that would be a budget of \$15,000.00. Does your budget allow for that amount of money for your event? If so, please let me know at your earliest convenience.

If that does not meet with your budgetary requirements, please feel free to contact us again with any future events keeping in mind the cost listed above.

Thanks,

Charles McKinley

CharlesM@pyroproductions.com

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2403600

ITEM DISC GOLF BASKETS FOR TATUM PARK

BID #1

WINNING BID

COMPANY CAROLINA FLYING DISCS INC/DBA INNOVA DISC GOLF

BID

AMOUNT \$7,600.00

BID #2

COMPANY DISC AND THAT LLC

BID

AMOUNT \$8,525.00

BID #3

COMPANY _____

BID

AMOUNT _____

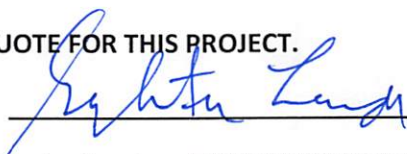
BID #4

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

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1008
139 Parkway Blvd.
Hattiesburg, MS 39401

Purchase Order Number **02403600**

Purchase Order Date 06/05/2024

Department ENGINEERING

Required By 06/03/2024

Vendor 50823
CAROLINA FLYING DISCS INC.
DBA INNOVA DISC GOLF
2850 COMMERCE DRIVE
ROCK HILL, SC 29730-8962

FID 64-6000432

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	JOSH.DAY@INNOVADISCGOLF.COM	50823	2403132	Angela Donald	

NOTES

DISC GOLF BASKETS FOR TATUM PARK /TWO QUOTE
PLEASE EMAIL INVOICE TO ADONALD@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	DISC GOLF BASKETS FOR TATUM PARK DISC GOLF TRAIL GL #: 001402 - 790100	1.0000	EACH	\$7,600.0000	\$7,600.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$7,600.00

Purchase Order Total \$7,600.00

City Clerk



Innova Disc Golf
2850 Commerce Dr
Rock Hill, SC 29730
800-476-3968

Target Quote

PREPARED FOR

Sid Gonsoulin
City of Hattiesburg MS
Tatum Park

PREPARED DATE

6-3-2024

EXP. DATE

7-3-2024

ITEM	QTY	PRICE	TOTAL
Discatcher Pro28	19	\$375	\$7125
Sales Tax*			\$
Freight**			\$475

Total: \$7600

*Sales tax may be omitted once you have submitted your resale license

**Freight rates are subject to change due to market fluctuations and fuel prices

Additional course equipment options to consider

- | | |
|-----------------------------------|-----------------|
| • Additional installation sleeves | \$25 per sleeve |
| • Flag sets for target tops | \$30 per flag |
| • Basic tee signs - 9"x12" Dibond | \$50 per sign |
| • Tee marker set | \$30 per set |
| • Course design services | Ask for price! |

Please feel free to give me a call toll free at 800-476-3968 if you have any questions.

Take care,

Innova Disc Golf



Fwd: You received a new estimate! (#000012)

Guillermo Avalos <guillermo@llgarch.com>

Thu 2/1/2024 4:07 PM

To: Gonsoulin, Sid <sgonsoulin@hattiesburgms.com>

Tatum basket quote

Get [Outlook for iOS](#)

From: Disc and That LLC <messenger@messaging.squareup.com>

Sent: Thursday, February 1, 2024 4:05:47 PM

To: Guillermo Avalos <guillermo@llgarch.com>

Subject: You received a new estimate! (#000012)

 Image

Disc and That LLC

New Estimate

\$8,525.00

Estimate

[View Estimate](#)

Estimate #000012 sent

February 1, 2024

Customer

Sid Gonsoulin

City of Hattiesburg

guillermo@llgarch.com

Message

We look forward to working with you.

Innova DISCatcher Pro 28	\$8,075.00
(\$425.00 ea.) x 19	

Shipping	\$450.00
-----------------	-----------------

Subtotal	\$8,525.00
-----------------	-------------------

Total	\$8,525.00
--------------	-------------------

Disc and That LLC
329 University Drive
Suite B, Starkville, MS 39759 United States
discandthat@gmail.com

Please contact Disc and That LLC about its privacy practices.

1
1

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2403768

ITEM CRADLEPOINT RENEWAL 2024

BID #1

WINNING BID

COMPANY C D W GOVERNMENT

BID

AMOUNT \$14,384.34

BID #2

COMPANY ROK BROTHERS INC

BID

AMOUNT \$15,022.25

BID #3

COMPANY _____

BID

AMOUNT _____

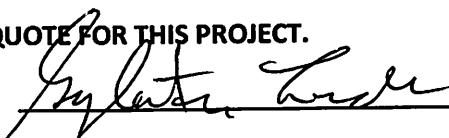
BID #4

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

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1032
#1 Government Plaza
Police Department
Hattiesburg, MS 39401

Purchase Order Number **02403768**

Purchase Order Date 06/18/2024

Department **HATTIESBURG POLICE DEPARTMENT**

FID 64-6000432

Vendor 2383
C D W GOVERNMENT
120 S RIVERSIDE
CHICAGO, IL 60606-3913

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	MONICA.LIWAG@CDWG.COM	2383	2193	Valente Hunt	

NOTES

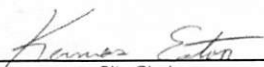
CRADLEPOINT RENEWAL 2024-HPD/TWO QUOTE

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	CRADLE POINT RENEWAL 2024 GL #: 001100 - 546000	1.0000	EACH	\$14,384.3400	\$14,384.34

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$14,384.34

Purchase Order Total \$14,384.34


City Clerk



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

NEAL ROCKHOLD,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

This quote is subject to CDW's Third Party Cloud Services Order Form Terms and Conditions set forth at

<https://www.cdwg.com/content/cdwg/en/terms-conditions/third-party-cloud-services-order-form-terms-and-conditions-.html>

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NVPV522	4/6/2024	CRADLEPOINT RENEWAL 2024	267010	\$14,384.34

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription I Mfg. Part#: MA1-NCESS-R UNSPSC: 43233204 1-yr Renewal NetCloud Mobile Essentials Plan 9/17/24-9/16/25 Electronic distribution - NO MEDIA Contract: MARKET	79	4949164	\$172.76	\$13,648.04
Cradlepoint NetCloud Essentials for Mobile Routers (Prime) - subscription I Mfg. Part#: MA1-NCESS-R UNSPSC: 43233204 1-yr Renewal NetCloud Mobile Essentials Plan 4/25/25 -9/16/25 Electronic distribution - NO MEDIA Contract: MARKET	10	4949164	\$73.63	\$736.30

These services are considered Third Party Services, and this purchase is subject to CDW's [Third Party Cloud Services Terms and Conditions](#), unless you have a written agreement with CDW covering your purchase of products and services, in which case this purchase is subject to such other written agreement.

The third-party Service Provider will provide these services directly to you pursuant to the Service Provider's standard terms and conditions or such other terms as agreed upon directly between you and the Service Provider. The Service Provider, not CDW, will be responsible to you for delivery and performance of these services. Except as otherwise set forth in the Service Provider's agreement, these services are non-cancellable, and all fees are non-refundable.

SUBTOTAL	\$14,384.34
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$14,384.34

PURCHASER BILLING INFO

Billing Address:
CITY OF HATTIESBURG
ACCTS PAYABLE
PO BOX 1898
HATTIESBURG, MS 39403-1898
Phone: (601) 545-4513
Payment Terms: Net 30 Days-Govt State/Local

DELIVER TO

Shipping Address:
CITY OF HATTIESBURG
1 GOVERNMENT PLZ
HATTIESBURG, MS 39401-4080
Shipping Method: ELECTRONIC DISTRIBUTION

Please remit payments to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515



Sales Contact Info

Monica Liwag | 800.808.4239 | monica.liwag@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$14,384.34	\$417.29/Month	\$14,384.34	\$475.83/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- **Lower Upfront Costs.** Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- **Flexible Payment Terms.** 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- **Predictable, Low Monthly Payments.** Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

Need Help?



My Account



Support



Call 800.800.4239

Apple Terms and Conditions

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple. Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party. If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions: (i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at www.apple.com/legal/sales-support/applecare/os-reseller-support/; (ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and (iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

[About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager.

© 2024 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



ROK Brothers, Inc.
PO Box 381
Millersville MD
21108
United States
(800) 914-3334

Quote
#EST8746
6/11/2024

Bill To

City of Hattiesburg
300 Klondyke Street
Hattiesburg MS 39401
United States

Ship To

City of Hattiesburg
300 Klondyke Street
Hattiesburg MS 39401
United States

TOTAL

\$15,022.25

Expires: 9/16/2024

Expires	Title	Contract Number	Sales Rep	Shipping Method
9/16/2024	NCM Renewal		Tyler D Ebersold	Electronic Delivery
Quantity	Item	Options	Rate	Amount
79	MA1-NCESS-R 1-yr Renewal NetCloud Mobile Essentials Plan 9/17/24 - 9/16/25		\$181.05	\$14,302.95
10	MA1-NCESS-R 1-yr Renewal NetCloud Mobile Essentials Plan 4/25/25 - 9/16/25		\$71.93	\$719.30
			Subtotal	\$15,022.25
			Shipping Estimate	\$0.00
			Tax	\$0.00
			Total	\$15,022.25

Please reference Quote number on all Purchase Orders. Cradlepoint products are nonreturnable.

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2403813

ITEM TRUCK WALT MASSEY

BID #1

WINNING BID

COMPANY WALT MASSEY CHEVROLET

BID

AMOUNT \$31,835.00

BID #2

COMPANY CHATOM MOTOR COMPANY

BID

AMOUNT \$31,925.00

BID #3

COMPANY _____

BID

AMOUNT _____

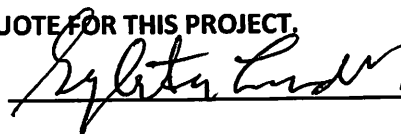
BID #4

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

Page 1 of 1

Bill To 1001
City of Hattiesburg
P.O. BOX 1898
Hattiesburg, MS 39401

Ship To 1010
105 South Park Ave
Hattiesburg, MS 39401

Purchase Order Number **02403813**
Purchase Order Date **06/20/2024**
Department **WATER BILLING**

FID 64-6000432

Vendor 4576
WALT MASSEY CHEVROLET
1501 WEST PINE STREET
HATTIESBURG, MS 39401

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	BUYER NAME	DELIVERY REFERENCE
	LOGANDUKETTE@WALTMASSEY.COM	4576	2403360	Wanda Turner	

NOTES

TWO QUOTE TRUCK WALT MASSEY WATER BILLING
EMAIL INVOICE TO WTURNER@HATTIESBURGMS.COM

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	2024 CHEVEROLET COLORADO VIN DNDKQX GL #: 009660 - 742000	1.0000	EACH	\$31,835.0000	\$31,835.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE. THE PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

Total Ext. Price \$31,835.00

Purchase Order Total **\$31,835.00**


City Clerk



Vehicle Locator

Detail Report for Customer

WALT MASSEY CHEVROLET
1501 W PINE ST, HATTIESBURG, MS, 39401
601-584-8451

Customer/Company: HATTIESBURG WATER DEPT. Sales Consultant:
Address: undefined

Vehicle #1: 2024 Chevrolet Colorado	VIN/Order #	MSRP	Stock #
	DNDKQX	\$31,835.00	N/A
Additional Vehicle Information			

Body Style: 14C43-Work Truck Crew Cab
PEG: 2WT-Work Truck Option Package 2WD
Primary Color: GAZ-Summit White
Trim: H1T-Jet Black, Cloth
Engine: L2R-Engine: 2.7L Turbo
Transmission: N8R-Transmission, 8-Speed Automatic

Options: 2WT-Work Truck Option Package 2WD
719-Seat Belt Color, Black
A28-Rear Sliding Window
A2V-Seat Adjuster
A50-Seats, Front Bucket
A91-Remote Locking Tailgate
ATG-Remote Keyless Entry
B30-Floor Covering, Carpet
BW5-Black Exterior Molding, Beltline
C49-Electric Rear Window Defogger
C67-Single-Zone Manual Air Conditioning
D31-Interior Rearview Tilt Mirror
D72-Exterior Door Handles, Black
DP5-Mirror Caps, Molded with Color
DWV-Mirrors, power-adjustable
FE9-Federal Emissions
G80-Automatic Locking Rear Differential
GAZ-Summit White
GU6-Rear Axle, 3.42 Ratio
H1T-Jet Black, Cloth
K34-Cruise Control
KW7-Alternator, 170 amps

L2R-Engine: 2.7L Turbo
N8R-Transmission, 8-Speed Automatic
NCH-Door Locks, Rear Child Security
PCY-WT Convenience Package
PED-Chevy Safety Assist
PPW-Wireless Phone Projection
PRF-3 Years of OnStar Remote Access
PZ8-Hitch View
QDC-Tire, Compact Spare, T175/90D18, Blackwall
QHR-Tires, 255/65R17 All-Season, Blackwall
RD6-Wheels, 17" X 8.0", Ultra Silver Metallic Steel
RTI-Spare Wheel, 18" x 4.5" Compact Steel
RWL-Rear Wheel Drive
U2K-SiriusXM Satellite Radio
UE1-OnStar and Chevrolet Connected Services Capable
UEU-Forward Collision Alert
UHY-Automatic Emergency Braking
UQ3-Audio System Feature, 6-Speaker System
URL-11.3" Diagonal Advanced Color LCD Display with Google
UVB-HD Rear Vision Camera
VV4-Communication Equip Mobile Internet Connectivity

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.





Chatom Motor Company

251-847-2211 • 1-800-510-1520

P.O. Box 508 Chatom, AL 36518

www.ChatomMotorCompany.com

☒ NEW ☐ USED ☐ DEMONSTRATOR ☐ PROGRAM

DATE 05/20/2024

PURCHASER NAME HATTIESBURG WATER DEPT RES. PHONE _____ BUS. PHONE _____
CITY _____ COUNTY _____ STATE & ZIP CODE _____

ADDRESS HATTIESBURG FORREST MS 39401

PURCHASER HEREBY PURCHASES AND DEALER SELLS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN IN THE FOLLOWING:

STOCK NO. _____ YEAR 2024 MAKE CHEVROLET MODEL COLORADO
SERIAL NO. _____ CYL _____ COLOR _____ BODY PU
MILEAGE _____ S.S. NO. _____ DOB _____ E-MAIL ADD. _____

Purchaser hereby sells and transfers title to Dealer the used car described herein and warrants that he has obtained the title and that same is free from any lien or encumbrance except as disclosed herein. However, if there is any difference between the actual payoff on the vehicle traded in and the balance on such account, Dealer shall pay said difference within 24 hours. If Purchaser fails to pay said difference within 24 hours after demand, Dealer may, at its election, declare this agreement null and void with no liability to Purchaser and Purchaser agrees to return to Dealer immediately the vehicle sold to Purchaser. Purchaser understands it is its responsibility to insure accuracy of sale payoff. Purchaser certifies that Purchaser is 18 years of age or older. Purchaser accepts delivery of the vehicle sold by the dealer as described herein and acknowledges that this vehicle has a FEDERAL PRICE LABEL on the vehicle pursuant to Public Law 94-142.

DISCLAIMER OF WARRANTY

The only warranties applying to this vehicle are those offered by the Manufacturer. The selling Dealer hereby expressly disclaims all warranties, either expressed or implied, including any implied warranties of merchantability or fitness for a particular purpose and neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of this vehicle. Purchaser shall not be entitled to recover from the selling Dealer any consequential damages to property, damages for loss of use, loss of time, loss of profits, or income, or any other incidental damages.

In addition to damage to the vehicle (if any) which may have been disclosed to the Buyer by separate instrument, Buyer understands that the vehicle purchased from Dealer may have suffered damage during production, transit, or while in the control and the possession of the Dealer. Buyer understands that there are no warranties of merchantability or fitness being made by the Dealer to the Buyer as to any repairs of such damages.

This vehicle may contain Dealer-installed equipment which was not produced by the manufacturer of the vehicle. Any warranties issued in connection with such equipment are those of the manufacturer of the equipment and not the Dealer or manufacturer of the vehicle.

CONTRACTUAL DISCLOSURE STATEMENT (USED CAR ONLY)

The information you see on the window form (Buyer's Guide) for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract sale.

TRADE-IN INFORMATION

MAKE N/A YR _____ MILES _____
MODEL _____ COLOR _____ BODY _____
VIN # _____
BALANCE OWED TO _____
ADDRESS _____
CITY, STATE, ZIP _____
ACCT # _____
PAYOFF GOOD UNTIL _____
QUOTED BY _____
CHARGE PER DAY N/A

SECOND TRADE INFORMATION

MAKE N/A YR _____ MILES _____
MODEL _____ COLOR _____ BODY _____
VIN # _____
BALANCE OWED TO _____
ADDRESS _____
CITY, STATE, ZIP _____
ACCT # _____
PAYOFF GOOD UNTIL _____
QUOTED BY _____
CHARGE PER DAY N/A

LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED. NOTICE TO THE PURCHASER: Do not sign this order before you read it or it contains any blank spaces. You are entitled to an exact copy of the order form you sign. PURCHASER ACKNOWLEDGES he has read and received a complete copy of this order containing the entire agreement affecting the purchase and that this order is subject to Purchaser's satisfactory credit rating. View authorizes an investigation of your credit and employment history. This document contains an offer by the Purchaser to purchase the above described automobile from selling dealer. THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL SIGNED AND ACCEPTED BY SELLING DEALER AND/OR AUTHORIZED REPRESENTATIVE.

INITIAL _____
If the Purchaser of the vehicle is being financed, Buyer understands that the sale is contingent upon obtaining approval of the financing by the financing agency to the extent that the vehicle has been delivered to the Buyer but financing is not obtained. Buyer agrees to immediately return the vehicle to the Dealer.
BY SIGNED THIS ORDER, THE PURCHASER ACKNOWLEDGES THAT HE/SHE HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE ARBITRATION AGREEMENT INCLUDED OF REVERSE OF BUYER'S ORDER.

05/20/24

PURCHASER'S SIGNATURE _____

PURCHASER'S SIGNATURE _____

DATE

DATE

SALESMAN _____

MANAGER'S SIGNATURE _____

CHATOM MOTOR COMPANY, INC.

DEALER OR HIS AUTHORIZED REPRESENTATIVE

INS. CO.	
POLICY #	EXPIRES
AGENT	
ADDRESS	
CITY, STATE, ZIP	
PHONE	
CONTACT PERSON	
COMPREHENSIVE DED.	N/A COLLISION DED. N/A
TRANSACTION	
SELLING PRICE	31925.00
OPTIONS	
SELLING PRICE	31925.00
TRADE ALLOWANCE	N/A
BALANCE	31925.00
DOCUMENTARY FEE	599.00
BALANCE	32524.00
SALES TAX (AT 0.00 %)	N/A
TITLE	N/A
SUBTOTAL	32524.00
BALANCE OWED ON TRADE-IN	N/A
TOTAL	32524.00
OPTIONAL ITEMS	N/A
GRAND TOTAL	32524.00
FACTORY INCENTIVE	N/A
CASH ON DELIVERY	0.00
AMOUNT FINANCED	35524.00



Memorandum

To: Mayor Toby Barker and Members of City Council

From: Marybeth Bergin, Director of Transportation and Engineering

cc:

Date: Tuesday, July 2, 2024

Re: Acknowledge receipt of qualifications for plumbing services for the Clean Start Hattiesburg Program on June 13, 2024, and add Mr. Rooter Plumbing/Jordan Plumbing Services, Reality Construction and Remodeling, and Service All Repair Services to the list of qualified plumbers.
File Number: 2024-272
Minute Book #

Summary

Acknowledge receipt of qualifications for plumbing services for the Clean Start Hattiesburg Program on June 13, 2024, and add Mr. Rooter Plumbing/Jordan Plumbing Services, Reality Construction and Remodeling, and Service All Repair Services to the list of qualified plumbers. Additional contractors can be added to the list in the future, as approved by the City Council, in the event more capacity is needed to complete the work required for the program within its timeframe.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 2, 2024 City Council meeting for consideration.



- a. Mr. Rooter Plumbing/Jordan Plumbing Services
246 Turner Street, Waynesboro, MS 39367
- b. Robert Jordan and Robert L. Jordan
- c. License Number 06813-SC
- d. 36 years
- e. General business information:
 - i) We contract new construction resident and light commercial. As well as all types of repairs and service work, water lines, sewer lines, gas systems. We have a total of fourteen employees which include; three (3) office personnel, four (4) techs, five (5) laborers, and two (2) working owners.
 - ii) Our company has been in business for 36 years.
 - iii) Our company has installed 45 to 60 service line installations/replacements in the cities of Hattiesburg and Laurel, Meridian, and Hattiesburg in the last three (3) years.

601-671-3444 Office

601-671-3409 Fax

MR.ROOTER.COM

Independently Owned and Operated Franchise

RFQ

A.

Donavan Hinton, Ryan Aultman
55 Richardson Rd.
Reality Construction & Remodeling, LLC

B.

Ryan Aultman, Donovan Hinton (Owners)

C.

License Number: R20573

D.

4 years in business. 2 Years as licensed plumbing contractor

E.

Residential plumbing/construction with 7 employees based out of Petal, MS that has been performing licensed plumbing for the past 2 years including service work as well as new construction and sewer line repairs and replacements. Total of roughly 25 sewer line replacements and multiple repairs.

06/10/2024

Service All Repair Services

John Taylor

Eddie Thaggard

10 Piedmont Road

Petal, Mississippi 39465

MSBOC # 18278- SC

MSBOC # 19919

15 years licensed in Mississippi

Service All Repair Services is a small family owned residential, light commercial HVAC and Plumbing business. Service All Repair Services currently serves Forrest, Lamar, and Jones counties, with the majority of work being in Forrest county. We currently have three full time employees and one part-time employee. Our licensed plumber has been performing sewer line replacement and repair for 15 years. He has ten years of experience in Mississippi and five in Louisiana. Service All Repair Services has installed and replaced or repaired approximately 45-50 sewer line in the last three years.



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Marybeth Bergin, Director of Transportation and Engineering
cc:
Date: Tuesday, July 2, 2024
Re: Approve specifications for the Vernon Dahmer Park Playground project and authorize advertisement for bids.
File Number: 2024-273
Minute Book #

Summary

Approve specifications for the Vernon Dahmer Park Playground project and authorize advertisement for bids.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 2, 2024 City Council meeting for consideration.

ADVERTISEMENT FOR BIDS

**Vernon Dahmer Park Playground Project
CITY OF HATTIESBURG, MISSISSIPPI**

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **August 13, 2024** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work includes construction of a playground including commercial playground equipment and synthetic turf system. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgsbids.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through the website. Questions regarding website registration and online orders please contact Plan House Printing at (601) 336-6378.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Project Manager is Sid Gonsoulin, City of Hattiesburg Engineering Department; Phone No. (601) 545-4640 or 601-818-4121, Email: sgonsoulin@hattiesburgms.com. Alternate contact is Betsy Mercier, City of Hattiesburg Parks and Recreation Department; Phone No. 601-545-4624; Email bmercier@hattiesburgms.com.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

July 11, 2024

July 18, 2024

SECTION 1 PLAY EQUIPMENT

City of Hattiesburg Vernon Dahmer Playground Project Specifications

PART 1 – GENERAL

1.1 SUMMARY

A. Bid specifications for the City of Hattiesburg playground project.

Sealed bids will be received by the City of Hattiesburg at City Hall until 10:00 a.m. Thursday, August 13, 2024. Bids will be opened publicly and read aloud at 10:00 a.m. Thursday, August 13, 2024. Pre-Bid site visit will be conducted at 10:00 a.m. on July 25, 2024 at 1000 Country Club Road, Hattiesburg, MS 39402.

1.2 QUALITY ASSURANCE

- A. Bidder Qualifications:** Entities submitting bids must have no less than 5-years experience supplying commercial playground equipment, have represented commercial playground equipment with same manufacturer for no less than the last 5-years, are licensed and bonded, are licensed contractors in the state of Mississippi, and can provide payment and performance bonds for this project. A currently dated 2024 copy of the manufacturers acknowledgement that the bidder has represented them for no less than the last 5-years and stating the bidders ability to provide commercial playground equipment specifically for the City of Hattiesburg, a copy of bidders 2024 business license, a currently dated 2024 copy of the bidders bonding company stating bond ability level, a copy of the bidders certificate of insurance (listing City of Hattiesburg as an additional insured), and a 2024 copy of the bidders Mississippi contractor's license valid through the balance of 2024 to be included with the bid submittals. Bidder shall have in person representation within 150 miles of the job-site.
- B. Installer Qualifications:** Installer must have no less than 5-years' experience installing commercial playground equipment, and synthetic turf applicable to commercial playgrounds, be certified by the playground equipment manufacturer and synthetic turf manufacturer by having attended the playground equipment manufacturer and synthetic turf manufacturer training school.
- C. Manufacturer Qualifications:** Qualified manufacturer to have at least 20-years of experience in commercial playground equipment manufacturing, including steel and aluminum tubing, rotomolding, thermoplastic, HDPE, and powder coating; as well as carry ISO 9001/2015 certification. Powder coating operation to have a PCI (Powder Coating Institute) certification rating of no less than Gold level. Manufacturer to carry no less than \$52,000,000 product liability insurance.
- D. Sourcing:** To ensure that product aesthetics match corresponding project design and quality intent, procure all playground products from a single manufacturer.
- E. Subcontractors:** All subcontractors must be listed with a description of their respective qualifications.
- F. Component Quality:** All components must meet these specifications or be of equal or greater quality.

1.3 SUBMITTALS

- A. **Product Data:** Includes physical characteristics such as materials, specifications and finish; of every freestanding product as well as individual componentry on composite structures.
- B. **Drawings:** Two-dimensional color drawings showing dimensioned use zones and overall playspace and accompanied by isometric three-dimensional color renderings.
- C. **Fly Throughs:** Show no less than 120-second animated fly-through video of each playspace area.
- D. **Samples for Verification:** Finish samples of the colors and materials provided with bid submittals.
- E. **Warranty:** Supply copy of manufacturers standard warranty against defects in materials and workmanship.
- F. **Substitutions:** If product and componentry being bid is other than specified, supply dimensional drawing and color rendering of each instance of product substitution; each with written explanation of why substitution should be allowed as equal to individual specified product/componentry, as well as show IPEMA certificate of compliance for each component that the product conforms with the requirements of ASTM F1487-17.
- G. **Licenses and Insurance:** Supply certificate of insurance for bidding entity, manufacturer, installation contractor and any sub-contractors to be used on project in the bid submittal; as well as copy of bidders Mississippi contractor's license. Successful bidder will be required to name City of Hattiesburg as additional insured; as will the manufacturer, installation contractors and sub-contractors.
- H. **Representation:** A 2023 copy of the manufacturer's acknowledgement that the bidder has represented them for no less than the last 5-years and stating the bidder's ability to provide commercial playground equipment and synthetic turf specifically for the City of Hattiesburg.
- I. **National Demonstration Site Designation:** Documentation showing approval as a Play On National Demonstration site is desirable but not mandated.

1.4 DELIVERY AND STORAGE

- A. **Product Delivery and Storage:** All equipment to ship from manufacturer in no more than 60 days after notice of award; and delivery within 3-days of notification to deliver. Store product(s) in original packaging until ready for installation, including warehousing due to potential installation scheduling challenges for up to 120-Days after contract award. Manufacturing to begin immediately after receipt of contract award.

1.5 WARRANTY

- A. **Warranty:** Supply copy of manufacturers standard warranty against defects in materials and workmanship.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. **Manufacturer:** GameTime; 150 Playcore Drive, Fort Payne, AL 35967 P: 800-221-8869

- B. Substitutions:** If manufacturer, product and/or componentry being bid is other than specified, supply dimensional drawing and color rendering of each instance of product substitution; each with a written explanation of why substitution should be allowed as equal to individual specified product/componentry, as well as show IPEMA certificate of compliance for each component that the product conforms with the requirements of ASTM F1487-17.

2.2 MATERIALS AND FINISH

PrimeTime Playground System

PART 1 – GENERAL

1.01 SUMMARY

- A. Section includes composite structure, stand-alone play events and accessories.
- B. Basis of design is **PrimeTime®** modular play structures, free-standing play equipment and accessories as manufactured by GameTime, a PlayCore Company, P.O. Box 680121, Fort Payne, Alabama 35968-0121, Phone: 1-800-235-2440, www.GameTime.com.

1.02 SUBMITTALS

- A. Product Data: Include physical characteristics such as shape, dimensions, gauge and material for each component. Provide finish information and available colors.
- B. Shop Drawings: Include plans, elevations, details, and installation instructions for each component.
- C. Warranty: Include sample of manufacturer's standard warranty.

1.03 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Equipment components shall be certified by IPEMA's third party product certification service. Equipment and structural components shall bear the IPEMA certification seal. IPEMA validation is available at www.ipema.org.
- B. Installer: Must be certified by the manufacturer.
- C. Safety Standards: Comply with requirements of ASTM F 1487.

1.04 WARRANTY

- A. Warranty shall meet or exceed the warranty provisions of GameTime as follows:

Lifetime limited warranty on PowerScope®, PrimeTime®, Modern City®, Xscape® & IONiX®

uprights.

Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.

Lifetime limited warranty on all hardware.

20 Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.

15 Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and foot bucks.

15 Year limited warranty on rotationally-molded products.

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.

2 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 ASTM A-1011 Sheet Spec for steel coil. Minimum yield strength shall be 45,000 psi and minimum tensile strength shall be 48,000 psi. The exterior surface is In line Zinc Flo Coating with a zinc coating of .03 thickness minimum, chromate conversion coated, and a clear high performance organic polymer is applied. Galvanizing coverage shall demonstrate the ability to exceed 1000 hours salt spray corrosion exposure in accordance with ASTM B-117. Internal surface zinc rich 91% minimum zinc dust content in organic resin, as per ASTM F-1043. All upright posts shall be coated with a custom formula TGIC.*
- B. Component Attachment – Must be factory preset to the uprights to ensure full field compliance with current safety standards. **Hinges, or any clamps, that require field locating or field drilling or installation are not acceptable,** due to the susceptibility of installation out of compliance with safety standards.
- C. Plastisol Coated Steel – Products including decks, platforms, steps, and bridges shall be fabricated from 12 gauge perforated steel with a .08" minimum thickness, textured slip-resistant polyvinyl chloride plastisol dipped coating. Square deck size must be at least 36" x 36" (1,296 square inches), and triangular decks must be equally 36" on all sides (561 square inches). Decks must attach directly to threaded inserts factory installed to uprights, using (1) 3/8" bolts at each upright connection point to eliminate the possibility of deck slipping. Plastisol coating must be free of latex and tested to meet California standards for phthalate levels and safe for children.
- D. Molded Polyethylene – Products are to be rotationally molded plastic with a 1/4" nominal wall thickness. All plastic is to be U.V. stabilized with optional graphics molded into the component during the molding process. Molded products shall have an anti-static additive, and be available in any of the manufacturer's standard colors.
- E. High Density Polyethylene shall be made from either 1/2" or 3/4" thick (depending on application used) high density, UV-stabilized and color impregnated polyethylene.
- F. Metal Climbers and Enclosures – Products shall be fabricated from 1 5/16" OD x .083" (14 gauge) wall galvanized steel tubing with vertical members fabricated of 1 1/16" OD x .075 (15 gauge) wall galvanized steel tubing. All tubing used shall be an electrical resistance welded, cold rolled, high strength steel tubing. The exterior coating will consist of an in line Zinc Flo Coating with a zinc coating of .03 thickness minimum, chromate conversion, and acrylic over-coating. The interior coating will consist of a special organic acrylic modified polyester.
- G. Cables - shall be 18mm polyester twisted type with the following properties: calculated tensile strength of >60kN, quantity 6 strands 2.8mm diameter each, steel strands shall have QTY 19 steel wires diameter .62mm each, quantity 3 fiber core 2.7mm diameter each, UV protected polyester impregnated. Terminations shall be made of the following materials: Aluminum forks,

stainless steel D-shackles, stainless steel lifting eye nuts. Connections shall be made of the following: Aluminum connector eggs, aluminum 2-piece T-joints, aluminum T-joints, aluminum in-line connector, aluminum ferrules.

- H. Hardware – All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have 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. **Project must be substantially complete by February 1, 2025 with Final Completion no later than February 15, 2025.**
- B. Protect installed products until completion of project.
- C. Touch up, repair, or replace damaged products before substantial completion.
- D. Installer shall turn over all installation instructions, parts lists, maintenance instructions, tool kits, and spare materials to the owner upon completion.

3.04 LOCATION

- A. Location of the new playground shall be in the same location as the existing playground.

3.05 DEMOLITION

- A. Demolition of the existing playground will be the responsibility of the city.

3.06 TEMPORARY FENCE

- A. A lockable temporary construction fence 4' to 5' high must be installed by the contractor to include all disturbed areas related to the installation of the new playground.

PART 4 – PRE-BID SITE VISIT

4.01 PRE-BID SITE VISIT

- A. A pre-bid site visit meeting will be scheduled by the City at the existing Vernon Dahmer Park Playground for July 25, 2024 at 10:00 a.m. at 1000 Country Club Road, Hattiesburg, MS 39402. All prospective bidders should notify Sid Gonsoulin (sgonsoulin@hattiesburgms.com) of their intent to attend.

5 Individual PrimeTime Product Specifications

Access Components:

19285 – Transfer Platform with Guardrail

- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075"-thick, 2" square x 3/16", and 5" O.D. wall
- galvanized steel tubing
- 11 gauge punched steel
- 3/16" hot rolled steel
- Minimum of 355 square inches of area
- Protective P&O finish
- Matte PVC coating
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Attachments:

12223 – "S" Horizontal Loop Ladder

- 2-3/8" O.D. x .134", 1-1/16" O.D. x .075", and 1-7/8" O.D. x .095" wall galvanized steel tubing
- 3/16" hot rolled steel
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

18679 – Bongos

- Color-impregnated linear low density polyethylene

18689 – Hand Cycler

- 1 1/2" O.D. and 1" O.D. LW galvanized steel tubing
- 3/16"-thick stainless steel
- 3/4"-thick high density, UV-stabilized and color-impregnated polyethylene
- 1 1/2" molded urethane
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19327 – Pod Climber

- 2.375" O.D. x .095" and 1.9" O.D. x .095 wall galvanized steel tubing
- .109" hot rolled steel
- Linear low-density polyethylene
- UV-stabilized color
- Anti-static compound additive
- Black butyl rubber
- Durometer of 60
- Powder coat finish

19435 – Wrinkle Wall Climber

- 1-7/8" O.D. x .120", 1 5/16" O.D. x .083", and 1" O.D. x .072" galvanized steel tubing
- 1/8" and 3/16" hot rolled steel
- UV stabilized Polyurea
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19667 – Whirlwind Climber

- 1.9" O.D. x .095" and 1.315" O.D. x .083" wall galvanized pipe
- 14 gauge galvanized steel pipe
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19752 – Traverse Climber

- 2 3/8" O.D. x .095" and 1 5/16" O.D. x .083" wall steel tubing
- 3/16" x 18" hot rolled steel
- One-piece weld assembly
- Coated with a custom formula of TGIC polyester powder coating

19755 – Wiggle Climber (Attachment)

- 2.375" x .095, 2.375" O.D. x .165", 1.66" O.D. x .140", and 1.315" x .083" L.W. galvanized pipe
- 3/16" thick steel
- 1/4" and 1/8" x 1/2" hot rolled steel
- 2" stainless steel
- Linear low-density polyethylene
- UV-stabilized color
- Anti-static compound additive
- 11 gauge punched steel
- Protective P&O finish
- Oven cured matte finish PVC coating
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19772 – Chain Pod Climber - 6'6"6"

- 2.375" x .154", 1.315" O.D. x .083", and 1.029" O.D. x .072" wall galvanized steel pipe
- 3/16" and 1/4" hot rolled steel
- 2" stainless steel
- Die cast A356 alloy
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Decks:

18200 – 36" Square Deck - Punched Steel

- 12 and 11 gauge punched steel
- 3/16" x 2-1/2", 1/4" x 2-1/2", and 1/8" x 1" hot rolled steel
- Minimum surface area: 1,286 square inches
- 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

18201 – Punched Steel Deck - PrimeTime

- 12 gauge and 11 gauge punched steel
- 3/16" x 2-1/2", 1/4" x 2-1/2", and 1/8" x 1" hot rolled steel
- 3/8" diameter button head cap screws
- Minimum surface area of 556 square inches
- Protective P&O finish

- One-piece weld assembly
 - Coated after fabrication with an oven cured matte finish PVC coating
 -
- 19289 – Two Piece Hex Deck
- 12 gauge and 11 gauge punched steel
 - 3/16" x 2-1/4" and 1/8" x 2-1/4" hot rolled steel
 - Minimum surface area: 1,674 square inches
 - 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:

- 19005 – Transfer System with Barrier
- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075", and 2" square x 3/16" wall steel tubing
 - 11 gauge punched steel
 - Protective P&O finish
 - Matte PVC coating
 - All-weld assembly
 - Coated after fabrication with a custom formula of TGIC polyester powder coating
- 19416 – Crawl-in Double Fun-L Up
- 1/4" nominal wall thickness tube
 - Linear low-density polyethylene
 - External hardware connections
 - External overlap connections

Panels:

- 18705 – Seat and Table for Two
- 1-5/16" O.D. x .083" wall galvanized steel tubing
 - 3/4"-thick high density, UV-stabilized and color-impregnated polyethylene
 - Coated after fabrication with a custom formula of TGIC polyester powder coating
- 19086 – Ganza
- 1-5/16" O.D. x .078" wall stainless steel tubing
 - 1/4"-thick color-impregnated linear low density polyethylene
 - Coated after fabrication with a custom formula of TGIC polyester powder coating
- 19439 – 3-In-A-Row Panel
- 3/4"-thick high density, UV-stabilized and color-impregnated polyethylene
 - 1/8" by 1 1/2" hot rolled steel

Playground Covers:

- 19757 – Umbra Square Roof
- Linear low-density polyethylene
 - UV-stabilized color
 - Anti-static compound additive

19758 – Umbra Hex Roof

- 1-5/8" O.D. x .083" and 1-5/16" O.D. x .083" wall galvanized steel tubing
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19762 – Umbra Roof Plug

- Linear low-density polyethylene
- UV-stabilized color
- Anti-static compound additive

Slides:

19382 – WilderSlide II - Single Entrance

- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075", and 1-5/8" O.D. x .083" wall galvanized steel tubing
- 3/16" hot rolled steel
- Color-impregnated linear low density polyethylene
- External hardware connections
- Nominal wall thickness of 1/4"
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19386 – WilderSlide II - Left Curve Section

- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075", and 1-5/8" O.D. x .083" wall galvanized steel tubing
- 3/16" hot rolled steel
- Color-impregnated linear low density polyethylene
- External hardware connections
- Nominal wall thickness of 1/4"
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19387 – WilderSlide II - Right Curve Section

- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075", and 1-5/8" O.D. x .083" wall galvanized steel tubing
- 3/16" hot rolled steel
- Color-impregnated linear low density polyethylene
- External hardware connections
- Nominal wall thickness of 1/4"
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19388 – WilderSlide II - Exit Section

- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075", and 1-5/8" O.D. x .083" wall galvanized steel tubing
- 3/16" hot rolled steel
- Color-impregnated linear low density polyethylene
- External hardware connections
- Nominal wall thickness of 1/4"
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19391 – WilderSlide II - Slide Support

- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075", and 1-5/8" O.D. x .083" wall galvanized steel tubing
- 3/16" hot rolled steel
- Color-impregnated linear low density polyethylene
- External hardware connections
- Nominal wall thickness of 1/4"
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19424 – WilderSlide II - Long Exit

- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075", and 1-5/8" O.D. x .083" wall galvanized steel tubing
- 3/16" hot rolled steel
- Color-impregnated linear low density polyethylene
- External hardware connections
- Nominal wall thickness of 1/4"
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

19437 – Double WilderSlide II with Spiral

- 1-5/16" O.D. x .083", 1-1/16" O.D. x .075", and 1-5/8" O.D. x .083" wall galvanized steel tubing
- 3/16" hot rolled steel
- Color-impregnated linear low density polyethylene
- External hardware connections
- Nominal wall thickness of 1/4"
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Freestanding Play Events

Freestanding play equipment and accessories as manufactured by GameTime, a PlayCore Company, P.O. Box 680121, Fort Payne, Alabama 35968-0121, Phone: 1-800-235-2440, www.GameTime.com, shall adhere to the following specifications:

- A. Molded Polyethylene – Products are to be rotationally molded plastic with a ¼" nominal wall thickness. All plastic is to be U.V. stabilized with optional graphics molded into the component during the molding process. Molded products shall have an anti-static additive and be available in any of the manufacturer's standard colors.
- B. High Density Polyethylene shall be made from either ½" or ¾" thick (depending on application used) high density, UV-stabilized and color impregnated polyethylene.
- C. Cables - shall be 18mm polyester twisted type with the following properties: calculated tensile strength of >60kN, quantity 6 strands 2.8mm diameter each, steel strands shall have QTY 19 steel wires diameter .62mm each, quantity 3 fiber core 2.7mm diameter each, UV protected polyester impregnated. Terminations shall be made of the following materials: Aluminum forks, stainless steel D-shackles, stainless steel lifting eye nuts. Connections shall be made of the following: Aluminum connector eggs, aluminum 2-piece T-joints, aluminum T-joints, aluminum in-line connector, aluminum ferrules.
- D. Hardware – All nuts, bolts, screws, inserts, and lock washers used in the assembly of all play equipment shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel. All primary fasteners shall be 304 alloy stainless steel. Fasteners with yellow dichromate treatment have an electro-deposited, 99.9% pure zinc substrate applied from a specially formulated solution sealed with a yellow dichromate topcoat 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. PowerScape Plus stainless-steel fasteners shall be button pin-in head, socket cap screws with a two-part epoxy locking patch added to the threads. The two-part locking patch shall consist of one part resin and one part catalyst which are activated during installation. After curing, the material shall require a minimum of five times the installation torque to remove the fastener. Manufacturer shall provide special installation tools for pinned fasteners.

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.

6 Individual Product Specifications

Balancing:

6232 – Pod

- 2.375" O.D. x .095" and 1.9" O.D. x .095" galvanized steel tubing
- .109" hot rolled steel
- Linear low-density polyethylene
- UV-stabilized color
- Anti-static compound additive
- All-weld assembly
- Coated after fabrication with a powder coat finish

Motion:

3274 – Sensory Wave® Spinning Seat

- 3-1/2" O.D. x .180" and 1-5/16" O.D. x .083" wall galvanized steel tubing
- 3 1/2" O.D. x .300" wall black steel tubing
- 1/4"-thick hot rolled steel
- 2" O.D. cold rolled steel
- 1/2"-thick high density, UV-stabilized and color-impregnated polyethylene
- Linear low-density polyethylene
- UV-stabilized color
- Anti-static compound additive
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Music:

6223 – Merry Musical

- 1-5/16" O.D. x .078", 3 1/2" O.D. x 1/8", 1 5/16" O.D. x .083" wall stainless steel tubing
- 3/16" stainless steel
- 1/4"-thick color-impregnated linear low density polyethylene
- 1.315 O.D. aluminum pipe
- 3/16" x 2" x 3 1/8" aluminum
- 3/4"-thick high density, UV-stabilized and color-impregnated polyethylene
- 6005-T5 aluminum alloy
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Signs:

14927 – National Demonstration Site Play On Sign Package

- 3 1/2" O.D. x .095" wall galvanized steel tubing
- 1/4"-thick hot rolled steel
- 1/2"-thick exterior DHPL
- All-weld assembly
- Coated after fabrication with a custom formula of TGIC polyester powder coating

Swings:

18826 – PrimeTime Swing - 3 1/2" x 8'

- 3-1/2" O.D. and 3-1/8" O.D. galvanized steel tubing
- Electrostatically applied custom formula of TGIC polyester powder Baked finish

18827 – PrimeTime Swing Add-A-Bay - 3 1/2" x 8'

- 3-1/2" O.D. and 3-1/8" O.D. galvanized steel tubing
- Electrostatically applied custom formula of TGIC polyester powder Baked finish

8696 – Enclosed Swing Tot Seat

- .025"-thick stainless steel
- 7/32"-diameter steel wire
- Hot dipped galvanized
- steel 4/0 welded link coil chain
- 1/8"-thick color-impregnated polyvinyl
- coating UV inhibitors
- Galvanized finish

8910 – Belt Swing Seat

- 7/32"-diameter steel wire
- Hot dipped galvanized
- steel 4/0 welded link coil chain
- 1/8"-thick color-impregnated polyvinyl
- coating UV inhibitors
- Galvanized finish

5128 – Expression Swing with Adaptive Seat and 5 Point Safety Belt™

- 1.315" O.D. x .083" and 1.029" O.D. x .072" wall galvanized steel pipe
- 1/4" hot rolled steel
- .025"-thick stainless steel
- 356 die cast aluminum alloy
- 6005-T5 aluminum
- 4/0 welded link coil chain
- 7/32"-diameter steel wire
- All-weld assembly
- Adaptive Seat - 1.315" x .083" wall galvanized steel tubing Linear low-density polyethylene 7/32"-diameter steel wire chain Hot dipped galvanized steel 1/8"-thick color-impregnated polyvinyl coating UV inhibitors Coated after fabrication with a custom formula of TGIC polyester powder coating.

Ground Level Sensory Play:

6301 - Sensory Wave Wall

- UPRIGHTS: Shall be 5" outside diameter, 13 gauge (nominal .095") galvanized round tubing, manufactured to ASTM A-500 Grade B tolerances from cold-formed steel conforming to
- TACTILE METAL FILLER: Shall be fabricated from .120" (11 Gauge) Thick H.R. Steel. Fabricated Parts shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.
- WALL WELD ASSEMBLY: Shall be fabricated from 1-5/16" O.D. x .109" (12 Gauge) wall galvanized steel tubing and 1-1/16" O.D. x .072" (15 Gauge) wall galvanized steel tubing and .120" (11 Gauge) Thick H.R. Steel and 3/16" Thick H.R. Steel. Weld Assembly shall be an all weld assembly and shall be coated after fabrication with a custom formula of TGIC polyester powder coating in conformance with the specifications outlined herein.
- HDPE PANELS: Shall be made from 3/4" thick (solid) high density, UV-stabilized and color impregnated polyethylene.
- POWDER COAT FINISH: Shall be an electrostatically applied custom formula of TGIC polyester powder. All components will be free of sharp edges and excess weld spatter and shall be cleaned in a four stage solvent / zirconium based bath system (free of iron phosphate), as a rust inhibitor, and a zirconium conversion coating to prevent flash rusting before coating. In addition, all welds shall be protectively coated with ZRP, a zinc rich primer that forms a rust-resistant barrier layer over each weld prior to application of the powder coating. The powder coating shall have a super tough finish with maximum exterior durability and will have superior adhesion characteristics. Typical characteristics are: Two coat process to achieve 3.0 - 5.0 mil thickness and oven cured between 350 degrees Fahrenheit. Pencil Hardness H (ASTM D-3363), Impact (ASTM D-2794- 69), Wedge Bend (ASTM D-522-68), Adhesion (Cross Hatch ASTM D-3359 & Knife Scratch ASTM D-2197), Environmental (Stain Resistance ASTM D-1308, Humidity ASTM D-2247 - 87, Salt Spray ASTM B-117 & Fadometer 300 hrs with no loss of gloss), Over-bake Stability 100% at 350 degrees Fahrenheit for 10 minutes.
- HARDWARE: All nuts, bolts, screws, inserts, and lockwashers used in the assembly of all play equipment, shall be stainless steel, yellow dichromate plated steel, blue-coat plated steel, mechanically galvanized or powder coated/yellow dichromate plated steel.

3905 – Bells

- 1-5/16" O.D. x .083" wall galvanized steel
- tubing 11 gauge steel
- 3/4" high density
- polyethylene All weld assembly
- Coated after fabrication in TGIC polyester powder coating

3914 – Color Window

- 1/4"-thick polycarbonate

3929 – Fun Mirror

- 1/4" polycarbonate

RECOMMENDED PLAYGROUND DIMENSIONS: Length is 78' , Width is 43'

- A. Borders:** 12" Playground Border with spike Dimensions: 52" x 4" x 12" Spike: 28" spike Manufacturing: 100% recycled, post-industrial HDPE, Blow Mold Construction Weight: 10# with spike with Surfacing guide
- B. ADA Half Ramp:** Overall dimensions 45-15/16" wide, 72-1/4" long, 5-1/4" rise. Must match up and connect to borders.
- C. BENCHES:** Seats shall be 11 gauge die formed angle frame 1"x1-7/8" with 3" radius corners. 3/4" #9 Steel expanded metal. 7gauge x 1 1/2" flat bar center support and mounting bracket understructure. Electrically MIG welded. Seat Coating shall be oven fused functionalized polyethylene copolymere-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability. Frame shall be 2-3/8" O.D. x 12 gauge pre-galvanized structural steel tubing. Seat mounting points 7 gauge x 1-1/2" die stamped steel flat bar. A 6" x 6" steel plate makes up the surface mount footing. The surface mount plate has four holes for stable mounting, and clipped corners for a more finished look. Electrically MIG welded. Frame coating shall be electrostatic powder coated application oven cured. All hardware shall be stainless steel fasteners. Dimensions for 6 foot bench without back shall be 12" wide x 72" long, 18-3/4" height, and depth of 12". Dimensions for 6 foot bench with back shall be 12" wide x 72" long for seat and back, seat height is 18-1/4", seat back height is 35-1/4" and total depth of seat with back is 22-1/4".

PART 3 – EXECUTION

3.1 INSTALLATION

- A. Installation:** Install of all equipment shall be in accordance with manufacturer's installation instructions and by an installer that has been certified by the manufacturer.

SECTION 2 SYNTHETIC TURF

Playsafe 50 (054SG-0301)

Playground Turf Specification & Warranty

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specifications apply to this section.

1.2 DESCRIPTION OF WORK

A. Provide all materials, labor, equipment and services required to accomplish related work in accordance with the drawings and specifications. The synthetic turf system shall be specifically designed, manufactured and installed for high use, public playgrounds. The system shall be IPEMA Certified and 100% wheelchair accessible (ASTM F 1951) in the field. The system shall drain up to 130 inches per hour (ASTM F 1551), excluding the crushed stone base. The system's shock attenuation shall have a G-max value of less than 200 and a Head Injury Criteria (HIC) less than 1,000 (ASTM F 1292). The turf system shall consist of, but not necessarily be limited to, the following:

1. Synthetic turf consisting of nominal one and a half inch (1.5") long polyethylene fibers with thatch that is tufted into a single, dimensionally stable, three component primary backing with a secondary backing consisting of a minimum of 17 ounces of urethane per square yard. Shawgrass Playsafe 50 (054SG-0301) or equivalent.
2. Closed cell foam underlayment pads that meet or exceed the standard specification for impact attenuation of surfacing materials within the use zone of playground equipment (ASTM F 1292). Either Brock PlayBase or Brock SSP20 or equivalent depending on various fall height requirements.
3. Synthetic turf Infill that is designed to cool the playing surface 30-50 degrees as well as prolong the life of the turf fibers shall be used. A combination of two (2) pounds of Turf Chiller™ (by Shawgrass) and one (1) pound of clean silica sand per square foot shall be installed via drop spreader and power broomed in at the jobsite.

B. Work included in this Section includes grading necessary to shape and drain the area and base preparation and installation of the synthetic turf in areas shown on Drawings.

PART 2 - PRODUCTS

2.1 SYNTHETIC TURF SAFETY SURFACE

A. Aggregate Base – Crushed angular hard stone, $\frac{3}{4}$ " minus compactible stone (not clean). (Refer to Section 3.2-B)

B. Synthetic Turf: A nominal 1.50 inch turf specifically designed for high use public park and public school playgrounds and play areas. Playsafe 50 (054SG-0301) by Shawgrass, 185 South Industrial Blvd, Calhoun GA 30701: Phone (404) 432-6185, or City approved equal.

- a. Fiber Type: Shaw Polyethylene Slit Tape
- b. Fiber Mass: 5000 denier
- c. Thatch: 6 ply TXT, 7300 denier
- d. Tufted Pile Height: 1.50 inches
- e. Color: Field Green/Olive Blend with Green thatch
- f. Tufting Gauge: $\frac{1}{4}$ "
- g. Primary Backing: 7 oz/yd² (Stabilized dual layered woven polypropylene)
- h. Secondary Backing: 17 oz/yd² (100% Urethane)
- i. Tufted Face Weight: 50 oz/yd² (ASTM D 418).
- j. Total Product Weight: 74 oz/yd² (ASTM D 418)
- k. Finished Roll Width: 15 feet
- l. Finished Roll Length: Up to 100 feet (standard)
- m. Warranty: 5 year wear, 10-year fade

C. Pad Underlayment System: Bacteria resistant, porous, expanded polypropylene in various thicknesses depending on Critical Fall Height Requirements (ASTM F 1292). Foam pads engineered by Brock International (303) 544-5800 or City approved equal.

Play pad 5 by Brock (for 2'-5' falls-ASTM F 1292)

- a. Expanded polypropylene
- b. 20mm thick (approximately $\frac{3}{4}$ ")
- c. 15.90 square feet (net coverage per pad)
- d. 100% wheelchair accessible (ASTM F 1951)
- e. 100% recyclable
- f. Rainfall capacity: 730 inches per hour (ASTM F 1551)
- g. Life expectancy when used under synthetic turf: 16 years

Play pad 8 by Brock (for 6'-8' falls-ASTM F 1292)

- a. Expanded polypropylene
- b. 2.0" thick with impact absorbing pistons and drainage channels
- c. 16.88 square feet (net coverage per pad)
- d. 100% wheelchair accessible (ASTM F 1951)
- e. 100% recyclable
- f. Rainfall capacity: 280 inches per hour (ASTM F 1551)
- g. Life expectancy when used under synthetic turf: 20 years

NOTE: When installing the foam pads, all seams shall be covered using "Gorilla tape" before the synthetic turf is added in order to ensure zero separation during the turf installation.

D. Synthetic Turf Infill: Turf Chiller™ with Bac-Shield from Shawgrass, 185 South Industrial Blvd., Calhoun, GA 30701. Phone (404) 432-6185 or City approved equal.

- a. Color: Light Brown/Buff
- b. Anti-Microbial
- c. Non-toxic
- d. Grain shape: Hardness: 6-8 Mohs
- e. Krumbein Roundness: 0.8
- f. Krumbein Sphericity: 0.8
- g. Specific Gravity: 2.65 lb per cf
- h. Bulk Density: 97.4 lb/ft³
- i. Mesh Size: 16/30
- j. Porosity: 10-15%
- k. Acid Solubility: < 2.0%
- l. Turbidity (FTU): <250
- m. Temperature Stability Fahrenheit: 1400
- n. Angle of Repose: +30 degrees
- o. Dust: Negligible

NOTE: Turf Chiller™ sand is designed to retain moisture from rainfall, dew or irrigation for days and cool the turf surface temperatures via “evaporative cooling” up to 50 degrees during the hottest times of the year compared to standard synthetic surfaces. Turf Chiller™ sand should be mixed with either Envirofill or clean silica sand at the jobsite as follows: Two (2) pounds of Turf Chiller™ with one (1) pound of Envirofill or clean silica sand per square foot. All sand should be installed using drop spreader and power broom. NOTE: Irrigation (sprinklers) can be set to water the synthetic turf surface once every 3.5 days during the hottest times of the year to achieve maximum results.

E. Splicing Material (seaming tape): Kingsport BV-Holland® 12” wide minimum, spun-bonded polyester or City approved equal.

F. Adhesive: Nordot 34G as manufactured by Synthetic Surfaces Inc., Scotch Plains, New Jersey (908-496-6000) or City approved equal.

G. Adhesive: Mapei PU2K, 2 part OD adhesive as manufactured by MAPEI Corporation, Deerfield Beach, FL. (800-992-6273) or City approved equal.

H. Molded rubber mats: For under all swings and slide exits. Green, 3’ x 3’ x 2”, Beveled or flush edges, 67 lbs., flat back (for glue down). RB Rubber Products, 904 McMinnville, Oregon, 504-472-4691 or City approved equal.

PART 3 - EXECUTION

3.1 GROUND PREPARATION

A. General: The ground area to receive synthetic turf safety surface is indicated on the Drawings.

B. Leveling and Site Preparation: All organic material and organic debris to be removed. Soil to be graded level and stabilized (compacted). Compaction shall be done with mechanical

compactors, including vibratory compactors, and/or powered tampers, and rollers.

3.2 BASE AND SYNTHETIC TURF CONSTRUCTION

A. General: The area to be smooth and graded to allow proper drainage. Refer to grading plan. The overall grade of the playground is not to exceed 3%.

B. Compacted Aggregate Base: Place 4 inches of aggregate base as leveling layer compacted to 90% of max density per AASHTO T99. Compaction shall be done with mechanical compactors, including vibratory compactors, and/or powered tampers, and rollers. Aggregate size should be ¾" minus (compactable).

C. Synthetic Turf: Place turf and cut to fit configuration as shown on Drawings. Splice seams. All seams must be attached with splicing film/fabric and adhesive as approved by the manufacturer for this type of installation of their product.

D. Infill: Apply layers of synthetic turf infill evenly with a spreader and broom the turf fibers with stiff bristle broom to stand fibers up and allow infill to settle into the bottom. Broom in two (2) pounds of Turf Chiller™ and one (1) pound of clean silica per square foot.

E. Anchoring/Edging: Edges of turf will be secured to concrete curb with mechanical fasteners, stakes or edging. (Approval of submittal required prior to installation)

PART 4 - WARRANTY

4.1 WARRANTY

A. Please refer to the updated Shawgrass warranty for details.

Commercial Playground Limited Warranty for Playsafe 50 (054SG-0301) Turf

The following is the Commercial Playground Limited Warranty issued by Shaw Industries, Inc. ("Shaw") for our Playsafe 50 (054SG-0301) Turf made with poly-ethylene sports performance fibers, and coated with a polyurethane unitary backing system.

This Commercial Playground warranty begins when the turf is purchased. **The turf must be installed in accordance with Shaw Industries installation guidelines and specifications.** The turf must be maintained in accordance with Shaw Industries maintenance (turf care) recommendations and such maintenance continues throughout the duration of the original installation.

This Warranty is further limited to the period of time the turf is owned and maintained by the original end-use purchaser. The basis of any warranty related claim is the original authorized Shaw dealer invoice. Damage resulting from the failure to follow these instructions will not be covered under this warranty.

Installation guidelines and specifications along with turf care recommendations can be obtained from your dealer or from The Shaw Information Center at 1-800-441-7429.

Ten year limited warranty coverage:

Fiber – Fiber Degradation - Shaw warrants that the **Playsafe 50 (054SG-0301) Turf**, when installed and maintained as recommended by Shaw Industries for proper outdoor use, will not display ultraviolet (UV) degradation, resulting in fiber deterioration or loss.

(Failure is defined as the loss of 50 % of the tufted products based on the original weight of the products at the time of manufacturing per test method ASTM D 5848).

Actual degradation will cause a deterioration of the yarn and loss of pile as a result. Failure does not include a decrease in pile height of the face yarn from the original pile height as a result of surface compression due to normal wear.

Minimum Five year limited warranty coverage: Although a 7 year limited warranty is preferred.

Backing - Tuft Bind - Shaw warrants that our **Playsafe 50 (054SG-0301) Turf**, when installed and maintained as recommended by Shaw Industries, under normal use, will meet industry standards for tuft bind.

Backing - Integrity/Delamination - Shaw warrants that our **Playsafe 50 (054SG-0301) Turf**, when installed and maintained as recommended by Shaw Industries, under normal use, will not delaminate from the face of the turf.

Note: The construction, fiber and backing system used in these products are designed and engineered for use when installed in playground and general play area applications.

What you should do if any of the above problems occur and you need

warranty service: You (the original purchaser) should notify the authorized Shaw Dealer and/or your Shawgrass representative and submit in writing, the following:

- A valid proof of purchase in the form of a sales receipt or other documents which establish proof of purchase.
- A detailed description of the problem and/or a photograph/sample that clearly shows the warranty problem.

Shaw Industries will designate a representative to inspect the Turf and evaluate the warranty claim.

What Shaw Industries will do should you need warranty service:

Should a defect covered under this warranty be found, the affected area will be repaired to conform to the warranty. If repair is not commercially practical, Shaw may, at its sole option, replace the affected turf or refund the proportional purchase price for the affected area.

Shaw will pay the reasonable costs for freight and labor. Any costs incurred for the moving of equipment, furnishings, and the like, that were installed over the turf will be at the consumer's expense.

What conditions apply to Shaw Industries Commercial limited Warranty of Playsafe 50 (054SG-0301) Turf:

This commercial playground warranty specifically excludes:

- a) Turf not installed in accordance with Shaw installation guidelines.
- b) General soiling, discoloration and appearance change due to flattening of pile or pattern due to pile distortion.
- c) Staining or fading from exposure to substances or contaminants which degrade or destroy the face fiber or the color of the turf.
- d) Turf installed on stairs/landings or in areas subject to abnormal use.
- e) Turf exposed to abusive wear from abrasion or from pivot points when using inappropriate foot wears i.e. ski boots, metal cleats, hard plastic cleats, metal golf spikes, or sports equipment.
- f) Turf installed in inappropriate applications. I.e. under playground swings, slide exit landing areas or other high friction play equipment like "merry go rounds" etc., unless molded rubber mats are placed over the Playsafe 50 (054SG-0301) Turf and underneath each of these.
- g) Turf installed where standing water, floods and/or flooding conditions exist.
- h) Turf installed on contact sports fields I.E. football, soccer, lacrosse, etc., unless these fields are designed for general purpose recreational play. Example: There is a big difference between a general recreation play area where elementary school kids play soccer during recess and a regulation soccer field that hosts high school, college and professional team competitions.
- i) Burns, cuts, accidents, vandalism, abuse, negligence or neglect.
- j) Improper design or failure of the base or sub-base of the landscape.
- k) Wear or abrasion caused by inadequate base or sub-base.
- l) Wear or movement of product due to lack of infill on infilled products.
- m) Use of improper infill products.
- n) Use of improper cleaning agents, pesticides, herbicides, or chemicals, and maintenance methods not recommended by Shaw.
- o) Failure to properly maintain, protect or repair the turf.
- p) Damage caused by reflection (melting) or other flammable materials.
- q) As with any manufactured flooring product, there can be occasional slight differences in color between "dye lots". Shaw cannot be responsible for any color shading differences between different rolls of turf.

Please note - The warranty is not transferable. It extends only to the original purchaser. Shaw does not grant to any person or entity the authority to create for it any obligation or liability in connection with this product.

Shaw shall not be liable to the consumer or any other person or entity for any incidental, special or consequential damages, arising out of breach of this limited warranty or any implied limited warranty (excluding merchantability).

All implied warranties, including an implied warranty of merchantability or fitness for a particular purpose, are hereby limited to the duration of this limited warranty. Some states do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the purchaser. This warranty gives the purchaser specific legal rights, such rights may vary from State to State. 1-24-2016 ga



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, July 2, 2024
Re: Approve the city's purchase of (4) four grave spaces located in Section 22, Lot# 102 South Half (S 1/2), at Highland Cemetery, Minute Book# 2008-4, Page# 356, from Cecelia Freeman, in the amount of \$ 700.00, Authorize manual check for the same.
File Number: 2024-260
Minute Book #

Summary

Approve the city's purchase of (4) four grave spaces located in Section 22, Lot# 102 South Half (S 1/2), at Highland Cemetery, Minute Book# 2008-4, Page# 356, from Cecelia Freeman, in the amount of \$ 700.00, Authorize manual check for the same.

Recommendation Statement

I am recommending the city's purchase of (4) four grave spaces.

Please place this on the July 2, 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

Date: 06/10/2024

To whom it may concern:

I, Cecelia Freeman am requesting to sell back 4 grave space (s)

Located at Highland Cemetery, In Section 22 lot 102 S 1/2 of the --- 1/4, to the

City of Hattiesburg, which was purchased on May 21, 2008 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 700.⁰⁰

MB# 2008-4 Page 356

Sincerely,

Cecelia Freeman

Mail to:

Cecelia Freeman
46 Brians Way
Collins, MS. 39428
Phone#

601-596-3666

Approved By:
Deborah Bourne
06/10/2024

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Tommy or Cecelia Freeman, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S 1/2)

Lot Number: 102

Section Number: 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 8th day of July, 2008.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPre
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, 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 8th day of July, 2008.

My Commission Expires:

Marvin T. Schmitt
NOTARY PUBLIC



CITY OF HATTIESBURG	
PURCHASE OF CEMETERY GRAVE SPACES	
Hattiesburg, Miss. <u>5-21-2008</u>	
SOLD TO:	<u>Tommy or Cecelia Freeman</u>
ADDRESS:	<u>3304 Campbell Drive Hattiesburg MS 39401</u>
desires to purchase the grave space described below, subject to Cemetery regulations.	
<u>S</u> 1/2 Lot No. <u>102</u> Section No. <u>22</u> in <u>Highland Cemetery</u>	
Number of grave spaces <u>4</u>	Price per grave space \$ <u>175.00</u>
Price Received \$ <u>700.00</u>	
<u>cash</u>	CITY OF HATTIESBURG, MISSISSIPPI By <u>Johnny L. DuPre</u> Mayor



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Betsy Mercier, Director of Parks and Recreation
cc:
Date: Tuesday, July 2, 2024
Re: Approve the sale of grave spaces per attached Memo's, Receipts, and Deeds.
File Number: 2024-259
Minute Book #

Summary

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

Recommendation Statement

I recommending the approval of the sale of grave spaces.

Please place this on the July 2, 2024 City Council meeting for consideration.

To: CITY COUNCIL

From: Deborah Bourne, Division Manager of Cemeteries

Anthony Horne

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 83, Section 39, Highland Cemetery

Linda Nell Davis

(1) Space \$ 175.00

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot 98, Section 34, Highland Cemetery

Qua'Maine Robinson

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 18, Section 39, Highland Cemetery

Francilia McGilvery

(1) Space \$ 175.00

South Half (S ½) of the Northwest Quarter (NW ¼)

Lot 24, Section 39, Highland Cemetery

Peter Michels

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lor 88, Section 39, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 6/11/ 20 24

SOLD TO:

Mr. Mrs. Miss Anthony Horne

ADDRESS 2304 W 7th St #803 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 83 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Debit

CITY OF HATTIESBURG, MISSISSIPPI

By Jana Monroe
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-06- 20 24

SOLD TO:

Mr. Mrs. Miss Quimaine Robinson

ADDRESS 809 Morton St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 18 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-12- 20 24

SOLD TO:

Mr. Mrs. Miss Francilia McGilvery

ADDRESS 401 Dixie Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NW 1/4 Lot No. 24 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

0.00

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 6/12/2024

SOLD TO:

Mr. Mrs. Miss Linda Nell Davis

ADDRESS H12 Martin L King Ave. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 98 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Jemima Monce
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-06-2024

SOLD TO:

Mr. Mrs. Miss Peter Michels

ADDRESS 71 Mill Pond Drive Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 88 Section No. 39 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 2354

CITY OF HATTIESBURG, MISSISSIPPI

By Tyler Avera
Supt. of City Cemeteries

DEED TO CEMETERY LOT HIGHLAND CEMETERY

NOTARY PUBLIC

DEED TO CEMETERY LOT HIGHLAND CEMETERY

DEED TO CEMETERY LOT HIGHLAND CEMETERY

NOTARY PUBLIC



Memorandum

To: Mayor Toby Barker and Members of City Council
From: Kermas Eaton, City Clerk
cc:
Date: Tuesday, July 2, 2024
Re: Approve claims docket for the period ending June 30, 2024.
File Number: 2024-262
Minute Book #

Summary

Approval of claims docket.

Recommendation Statement

I recommend approval of this item.

Please place this on the July 2, 2024 City Council meeting for consideration.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
001000 BALANCE SHEET													
001000 0520LB							D/F LIBRARY						
002158 AT&T				M8183270010594		5/24 0	2024 9		INV	P	255.96	063024	303503 LONG DISTANCE SERVI
002158 AT&T				M8183270010594		6/24 0	2024 9		INV	P	256.32	063024	303504 LONG DISTANCE SERVI
											512.28		
ACCOUNT TOTAL											512.28		
001000 060100 GAS/LUBRICANT-CITY BARN													
049752 PIGOTT OIL COMPANY				SI-4738		2403661	2024 9		INV	P	21,806.60	063024	303627 GAS & DIESEL/FUEL S
049752 PIGOTT OIL COMPANY				SI-4818		2403746	2024 9		INV	P	18,299.01	063024	303627 GAS BID AWARD/FUEL
049752 PIGOTT OIL COMPANY				SI-4869		2403841	2024 9		INV	P	7,488.76	063024	303627 DIESEL FUEL BID AWA
											47,594.37		
050513 GPM EMPIRE-BULK FUEL INV-232475						2403747	2024 9		INV	P	7,479.36	063024	303565 DIESEL FUEL BID AWA
ACCOUNT TOTAL											55,073.73		
ORG 001000 TOTAL											55,586.01		
001001 REVENUES													
001001 332000							POLICE FINES						
004271 SOUTHERN FINANCIAL S				CMCHAT3 5/16-6/1/24		0	2024 9		INV	P	1,144.68	063024	303651 POLICE FINES COLLEC
004271 SOUTHERN FINANCIAL S				CMCHAT5/3-6/1/24		0	2024 9		INV	P	22.80	063024	303650 POLICE FINES COLLEC
											1,167.48		
ACCOUNT TOTAL											1,167.48		
ORG 001001 TOTAL											1,167.48		
001003 CITY COUNCIL													
001003 611002							TRAVEL EXP-WARD 2						
002645 DELGADO, DEBORAH DEN				OT#10190DDELGADO		0	2024 9		INV	P	157.16	063024	303547 COUNCIL-DDELGADO TR
ACCOUNT TOTAL											157.16		
ORG 001003 TOTAL											157.16		
001015 CITY COURT													
001015 604900							OTHER PROFESSIONAL SERV.						
050667 CASH & CARRY DRY				N-4628		0	2024 9		INV	P	16.00	063024	303527 CLEANING OF JUDGE'S
ACCOUNT TOTAL											16.00		
001015 630500 ELECTRICITY													
003700 MS POWER COMPANY				E2024-20 JUN		0	2024 9		INV	P	112.63	063024	303608 MISSISSIPPI POWER-V
ACCOUNT TOTAL											112.63		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001015	635000					BUILDING R&M					
003040	HAVARD PEST CONTROL	2301125	0	2024	9	INV	P		500.00	063024	303570 ONE TIME SERVICE FO
						ACCOUNT TOTAL			500.00		
						ORG 001015	TOTAL		628.63		
001020						MAYOR/ADMIN.					
001020	500300					PAPER					
002294	BOURNE BROTHERS PRIN	92592	2403335	2024	9	INV	P		75.00	063024	303515 PROCLAMATION PAPER-
						ACCOUNT TOTAL			75.00		
001020	511500					FOOD					
002500	COCA COLA BOTTLING C	41946719046	0	2024	9	INV	P		142.50	063024	303539 ADMIN WATER
						ACCOUNT TOTAL			142.50		
001020	535500					WEARING APPAREL					
003216	J M H GRAPHICS	42579	2403627	2024	9	INV	P		599.56	063024	303581 APPAREL FOR ADMIN
						ACCOUNT TOTAL			599.56		
001020	604900					OTHER PROFESSIONAL SERV.					
003707	MS STATE/DEPT OF HEA	24-135827 B	0	2024	9	INV	P		210.00	063024	303613 BOILER & PRESSURE S
						ACCOUNT TOTAL			210.00		
						ORG 001020	TOTAL		1,027.06		
001040						MUNICIPAL CLERK					
001040	615000					ADVERTISING					
003141	HUB CITY SPOKES	103874	0	2024	9	INV	P		116.28	063024	303576 LEGAL NOTICES 6.13.
						ACCOUNT TOTAL			116.28		
						ORG 001040	TOTAL		116.28		
001045						PURCHASING DIV.					
001045	636500					OFFICE EQUIPMENT R&M					
002406	CANON FINANCIAL SERV	33142196	0	2024	9	INV	P		164.54	063024	303523 SC#82000674155 BW M
						ACCOUNT TOTAL			164.54		
						ORG 001045	TOTAL		164.54		
001080						HUMAN RESOURCES					
001080	636500					OFFICE EQUIPMENT R&M					
004050	RICOH CORP	39106903	0	2024	9	INV	P		185.85	063024	303638 HR COPIER/PRINTER L
004050	RICOH CORP	39216871	0	2024	9	INV	P		185.85	063024	303638 HR COPIER/PRINTER L
004050	RICOH CORP	5069213742	0	2024	9	INV	P		32.88	063024	303638 HR COPIER/PRINTER U

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9																								
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION												
										404.58														
										ACCOUNT TOTAL		404.58												
										ORG 001080		TOTAL		404.58										
001090 URBAN DEVELOPMT																								
001090 535500 WEARING APPAREL																								
003216 J M H GRAPHICS				42405	2403612	2024	9	INV	P	83.92	063024	303581	APPAREL ORDER - JUN											
										ACCOUNT TOTAL		83.92												
001090 641000 OFFICE EQUIPMENT RENT																								
004057 RJ YOUNG COMPANY				INV6871426	0	2024	9	INV	P	345.41	063024	303639	AAA113769 - PLANNIN											
004057 RJ YOUNG COMPANY				INV6920083	0	2024	9	INV	P	345.41	063024	303639	AAA113769 - PLANNIN											
004057 RJ YOUNG COMPANY				INV6969831	0	2024	9	INV	P	345.41	063024	303639	AAA113769 - PLANNIN											
										1,036.23														
										ACCOUNT TOTAL		1,036.23												
										ORG 001090		TOTAL		1,120.15										
001091 INFO TECHNOLOGY																								
001091 604900 OTHER PROFESSIONAL SERV.																								
002158 AT&T				0591 6.8.24	0	2024	9	INV	P	47.00	063024	303500	INTERACT SUPPORT -											
002158 AT&T				0598 6.8.24	0	2024	9	INV	P	6,790.00	063024	303500	INTERACT SUPPORT -											
										6,837.00														
										002905 GILLILANDS ELECTRONI		14564	0	2024	9	INV	P	1,695.44	063024	303564	WIRELESS AT TATUM P			
002905 GILLILANDS ELECTRONI				14566	0	2024	9	INV	P	186.95	063024	303564	CHECK CAMERAS @ VER											
										1,882.39														
										ACCOUNT TOTAL		8,719.39												
001091 606800 NETWORK																								
003912 PILEUM CORPORATION				P108839	0	2024	9	INV	P	4,196.25	063024	303628	BILLABLE TIME - IT											
										ACCOUNT TOTAL		4,196.25												
001091 636500 OFFICE EQUIPMENT R&M																								
002476 CIVIC PLUS				304369	0	2024	9	INV	P	1,599.65	063024	303537	PREMIUM BUNDLE - IT											
003342 KRONOS INCORPORATED				12250857	2304963	2024	9	INV	P	3,782.49	063024	303588	KRONOS RENEWAL - IT											
003342 KRONOS INCORPORATED				12258759	2403656	2024	9	INV	P	17,438.97	063024	303588	YEARLY HARDWARE MAI											
003342 KRONOS INCORPORATED				12258760	2403656	2024	9	INV	P	533.07	063024	303588	YEARLY HARDWARE MAI											
003342 KRONOS INCORPORATED				12258761	2403656	2024	9	INV	P	1,348.35	063024	303588	YEARLY HARDWARE MAI											
										23,102.88														

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			24,702.53			
					ORG 001091 TOTAL			37,618.17			
001092 GEN.GOV'T.BLDG											
001092	513000				CHEMICALS						
002459	CHEM-AQUA	8727693		0	2024	9	INV	P	625.00	063024	303529 WATER TRMNT PRGM JU
					ACCOUNT TOTAL			625.00			
001092 546000											
004176	SHERWIN-WILLIAMS COM	8477-1		2403533	2024	9	INV	P	737.50	063024	303645 2" FAUX WD CORDLESS
					ACCOUNT TOTAL			737.50			
001092 560000											
003192	INTERIOR EXTERIOR BU	4234753-00		2403724	2024	9	INV	P	243.20	063024	303580 CEILING TILES FOR C
					ACCOUNT TOTAL			243.20			
001092 630500											
003700	MS POWER COMPANY	E2024-20 JUN		0	2024	9	INV	P	4,723.04	063024	303608 MISSISSIPPI POWER-V
					ACCOUNT TOTAL			4,723.04			
					ORG 001092 TOTAL			6,328.74			
001093 INTERMODAL FAC O&M											
001093	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2024-20 JUN		0	2024	9	INV	P	4,422.39	063024	303608 MISSISSIPPI POWER-V
					ACCOUNT TOTAL			4,422.39			
					ORG 001093 TOTAL			4,422.39			
001095 G/G INS.OTH SER											
001095	602700				MEDICAL						
002856	FORREST GENERAL HOSP	EAP331-053124		0	2024	9	INV	P	1,785.00	063024	303558 EAP INVOICE 5.2024
					ACCOUNT TOTAL			1,785.00			
001095 604900											
002523	COMCAST CABLEVISION	JUN/15-JUL-14		0	2024	9	INV	P	306.28	063024	303541 COMCAST BUSINESS-CI
004482	TYLER TECHNOLOGIES IN	045-472022		0	2024	9	INV	P	2,647.21	063024	303668 MUNIS PACE - ANDREW
004482	TYLER TECHNOLOGIES IN	045-473305		0	2024	9	INV	P	2.00	063024	303668 MUNIS PACE - ANDREW
								2,649.21			
004694 ZAC FAIRLEY APPRAISA 1167											
				0	2024	9	INV	P	500.00	063024	303681 APPRAISAL REPORT FO

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR TYP S			WARRANT		CHECK	DESCRIPTION
ACCOUNT TOTAL								3,455.49			
001095	606000				TELEPHONE AND TELEGRAPH						
002158	AT&T	L2024-06.13.24		0	2024	9	INV P	104.12	063024	303500	AT&T BLUE LIGHTS-LO
002158	AT&T	M8183270010594	5/24	0	2024	9	INV P	5,464.17	063024	303503	LONG DISTANCE SERVI
002158	AT&T	M8183270010594	6/24	0	2024	9	INV P	5,472.02	063024	303504	LONG DISTANCE SERVI
								11,040.31			
047050	C SPIRE (IP)	L2024-6/01/24		0	2024	9	INV P	6,844.63	063024	303522	C SPIRE-DEC/1-01/14
ACCOUNT TOTAL								17,884.94			
001095	625000				FIRE & EXTENDED COVERAGE						
004307	SOUTHGROUP (HATTIESB	249855		0	2024	9	INV P	284,869.94	063024	303656	RENEWAL OF PROPERTY
004307	SOUTHGROUP (HATTIESB	249857		0	2024	9	INV P	284,869.94	063024	303656	RENEWAL OF PROPERTY
004307	SOUTHGROUP (HATTIESB	249858		0	2024	9	INV P	119,220.17	063024	303656	RENEWAL OF EXCESS P
004307	SOUTHGROUP (HATTIESB	249861		0	2024	9	INV P	59,611.70	063024	303656	RENEWAL OF EXCESS P
004307	SOUTHGROUP (HATTIESB	249862		0	2024	9	INV P	76,469.25	063024	303656	RENEWAL OF EXCESS P
004307	SOUTHGROUP (HATTIESB	249863		0	2024	9	INV P	105,406.37	063024	303656	RENEWAL EXCESS PRP
004307	SOUTHGROUP (HATTIESB	249865		0	2024	9	INV P	44,285.67	063024	303656	RENEWAL OF EXCESS P
004307	SOUTHGROUP (HATTIESB	249867		0	2024	9	INV P	79,150.50	063024	303656	RENEWAL OF EXCESS P
004307	SOUTHGROUP (HATTIESB	249868		0	2024	9	INV P	55,770.00	063024	303656	RENEWAL CENPP-22-20
004307	SOUTHGROUP (HATTIESB	249869		0	2024	9	INV P	29,225.63	063024	303656	RENEWAL EXS1800083
004307	SOUTHGROUP (HATTIESB	249870		0	2024	9	INV P	53,249.63	063024	303656	RENEWAL OF WIND DED
004307	SOUTHGROUP (HATTIESB	249871		0	2024	9	INV P	24,462.65	063024	303656	RENEWAL COMMERCIAL
								1,216,591.45			
ACCOUNT TOTAL								1,216,591.45			
001095	625500				PUBLIC LIAB/PROPERTY DAM						
004307	SOUTHGROUP (HATTIESB	249850		0	2024	9	INV P	2,954.00	063024	303656	CRIME/POLICY 106132
004307	SOUTHGROUP (HATTIESB	249872		0	2024	9	INV P	19,714.00	063024	303656	RNEW BOILER POLICY
								22,668.00			
ACCOUNT TOTAL								22,668.00			
ORG 001095 TOTAL								1,262,384.88			
001100				POLICE/PUB.SFTY							
001100	500300				PAPER						
004328	STAPLES	6004935672		2403773	2024	9	INV P	52.32	063024	303660	OFFICE SUPPLIES FOR
ACCOUNT TOTAL								52.32			
001100	501000				OTHER EXPENDABLE OFF.SPL						
004328	STAPLES	6004935672		2403773	2024	9	INV P	1,233.68	063024	303660	OFFICE SUPPLIES FOR
004511	UNIVERSITY OF MISSIS	6413		2401603	2024	9	INV P	81.00	063024	303671	CRIMINAL AFFIDAVIT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											1,314.68		
001100	508000			COMPUTER SUPPLIES									
003169	IDEMIA IDENTITY & SE	170282	2403620	2024	9	INV	P		4,397.00	063024		303577	2ND FLOOR FINGERPIN
ACCOUNT TOTAL											4,397.00		
001100	525000			GAS AND OIL									
002869	FUELMAN OF MS	NP66322405	0	2024	9	INV	P		120.22	063024		303561	OFFSITE FUEL CHARGE
002869	FUELMAN OF MS	NP66657572	0	2024	9	INV	P		316.51	063024		303561	OFFSITE FUEL-HPD
									436.73				
ACCOUNT TOTAL											436.73		
001100	535000			UNIFORMS, BADGES, ETC.									
002879	GALL'S LLC	028181241	2402765	2024	9	INV	P		160.80	063024		303562	EQUIPMENT FOR STOCK
ACCOUNT TOTAL											160.80		
001100	546000			MINOR EQUIPMENT									
004205	SIGNS FIRST	INV-88538A	2403022	2024	9	INV	P		75.92	063024		303646	CHIEF/ASST CHIEF PO
ACCOUNT TOTAL											75.92		
001100	559000			OTHER OPERATING MATL/SPLY									
002170	AXON ENTERPRISE, INC	INUS253164	2401056	2024	9	INV	P		4,716.00	063024		303509	TASER BATTERIES-HPD
002381	C A L E A INC	INV42976	0	2024	9	INV	P		4,670.00	063024		303520	ANNUAL FEE
002420	CARROT TOP INDUSTRIE	INV127297	2402676	2024	9	INV	P		607.64	063024		303526	NEW FLAGS
003188	INTAPOL INDUSTRIES,	32093	2403466	2024	9	INV	P		2,973.18	063024		303579	HELMETS FOR TRAFFIC
ACCOUNT TOTAL											12,966.82		
001100	570000			MTR VEHICLE REP. PTS/SPL									
002060	ADVANCE AUTO PARTS	5604415971676	2403643	2024	9	INV	P		1,499.08	063024		303492	REPAIR PARTS FOR ST
003818	O'REILLY AUTO PARTS	0943-108739	2402796	2024	9	INV	P		1,347.60	063024		303618	PARTS FOR SHOP-HPD
003915	PINE BELT CDJR, INC	5514	2400822	2024	9	INV	P		38.79	063024		303629	PART FOR UNIT#17116
004514	UNIVERSITY TIRE & SE	INV224197	2400123	2024	9	INV	P		2,691.00	063024		303672	TIRES FOR STOCK - H
004514	UNIVERSITY TIRE & SE	INV237221	2403602	2024	9	INV	P		2,500.00	063024		303672	TIRES FOR STOCK-HPD
									5,191.00				
ACCOUNT TOTAL											8,076.47		
001100	604900			OTHER PROFESSIONAL SERV.									
002471	CINTAS CORPORATION #	4195130591	0	2024	9	INV	P		60.98	063024		303533	MAT RENTALS FOR PUB

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION	
002471	CINTAS CORPORATION #	4195821753	0	2024	9	INV	P	151.96	063024	303533	MAT RENTALS FOR PUB
								212.94			
002473	CIOX HEALTH	0450846266	0	2024	9	INV	P	50.32	063024	303536	RETRIEVAL OF MEDICA
002473	CIOX HEALTH	0461298483	0	2024	9	INV	P	24.68	063024	303536	RETRIEVAL OF MEDICA
002473	CIOX HEALTH	0462576842	0	2024	9	INV	P	52.42	063024	303536	RETRIEVAL OF MEDICA
								127.42			
002522	COMCAST	06.22.24-07.21.24	0	2024	9	INV	P	127.89	063024	303540	CONVERTER BOX LEASE
003653	MORRIS AND MCDANIEL,	24.262	0	2024	9	INV	P	25,000.00	063024	303601	MB#2022-408-409 PRO
003707	MS STATE/DEPT OF HEA	24-135827 B	0	2024	9	INV	P	240.00	063024	303613	BOILER & PRESSURE S
004505	UNITED PARCEL SERVIC	00008E1Y15234	0	2024	9	INV	P	11.35	063024	303670	SHIPPING FEE-HPD
047187	FOUR SEASONS LAWN	17942	0	2024	9	INV	P	2,576.50	063024	303559	LAWN MAINTENANCE MA
047187	FOUR SEASONS LAWN	18198	0	2024	9	INV	P	2,576.50	063024	303559	LAWN MAINTENANCE FO
								5,153.00			
050000	KIDS HUB	06012024	0	2024	9	INV	P	10,000.00	063024	303587	MB#2022-72BUDGET A
ACCOUNT TOTAL								40,872.60			
001100	606000			TELEPHONE AND TELEGRAPH							
002158	AT&T	0563149329001 6/24	0	2024	9	INV	P	46.23	063024	303502	POLICE DISPATCH
002158	AT&T	54549101030591 6/24	0	2024	9	INV	P	199.88	063024	303501	POLICE DISPATCH
002158	AT&T	T2023-8 JUNE	0	2024	9	INV	P	76.00	063024	303500	AT&T CLUB SERVICE
								322.11			
ACCOUNT TOTAL								322.11			
001100	611000			TRAVEL EXPENSE							
003237	JARVIS, JASON	101700T	0	2024	9	INV	P	59.92	063024	303582	TRAVEL REIMBURSEMEN
004691	YOUNG, CHAD	101690T	0	2024	9	INV	P	41.38	063024	303680	REMBURSEMENT FOR YO
047312	NOBLES MICAH	101710T	0	2024	9	INV	P	59.92	063024	303616	TRAVEL REIMBURSEMEN
048775	MCCANN TYLER	101720T	0	2024	9	INV	P	59.92	063024	303598	TRAVEL REIMBURSEMEN
050838	DEJA PARKER	102430T/PARKER	0	2024	9	INV	P	1,301.00	063024	303546	TRAVEL ADVANCE FOR
ACCOUNT TOTAL								1,522.14			
001100	612000			FREIGHT							
002879	GALL'S LLC	028181241	2402765	2024	9	INV	P	1.81	063024	303562	EQUIPMENT FOR STOCK

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9													
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR			TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL 1.81													
001100	630000					GAS							
004321	SPIRE			G2024-10	JUN	0	2024	9	INV	P	927.11	063024	303659 SPIRE-VARIOUS DEPTS
004321	SPIRE			G2024-10	JUN 2024	0	2024	9	INV	P	138.29	063024	303659 SPIRE-(MILMUT GAS)
											1,065.40		
ACCOUNT TOTAL 1,065.40													
001100	630500					ELECTRICITY							
003700	MS POWER COMPANY			E2024-20	JUN	0	2024	9	INV	P	14,340.91	063024	303608 MISSISSIPPI POWER-V
003700	MS POWER COMPANY			E2024-21	JUN	0	2024	9	INV	P	113.73	063024	303611 MISSISSIPPI POWER
											14,454.64		
ACCOUNT TOTAL 14,454.64													
001100	636500					OFFICE EQUIPMENT R&M							
003825	OWENS BUSINESS MACHI			493251		2403664	2024	9	INV	P	135.00	063024	303621 COPIER REPAIR FOR R
004057	RJ YOUNG COMPANY			INV6936887		0	2024	9	INV	P	564.29	063024	303639 FILE#2024-96 COPIER
004057	RJ YOUNG COMPANY			INV6985728		0	2024	9	INV	P	250.00	063024	303639 MB#2021-89 COPIER
											814.29		
ACCOUNT TOTAL 949.29													
001100	638400					MOTOR VEHICLE EQ. R&M							
002565	COURTESY MOTORS INC			346585		2403431	2024	9	INV	P	370.80	063024	303544 REPAIR TO UNIT# 173
004514	UNIVERSITY TIRE & SE			INV225169		0	2024	9	INV	P	89.95	063024	303672 2400476 COMPUTER WH
047725	HI-FI CRUISIN			130320		0	2024	9	INV	P	45.00	063024	303572 INSTALL LABOR ON UN
047725	HI-FI CRUISIN			130375		0	2024	9	INV	P	45.00	063024	303572 INSTALL LABOR ON UN
											90.00		
ACCOUNT TOTAL 550.75													
001100	732700					DATA PROCESSING EQUIP.							
002161	AT&T MOBILITY (SEI P			674085727		0	2024	9	INV	P	2,039.50	063024	303506 APP GTB HRNGS16K2 N
002161	AT&T MOBILITY (SEI P			694470982		0	2024	9	INV	P	40.00	063024	303506 SHIPPING FEE INSTAL
											2,079.50		
004050	RICOH CORP			1100810813		2403552	2024	9	INV	P	2,444.50	063024	303638 PRINTER FOR IA @ HP
ACCOUNT TOTAL 4,524.00													
ORG 001100 TOTAL											91,743.48		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
001131			JOINT P&F TRNG.								
001131 508000			COMPUTER SUPPLIES								
003350	L E A DATA TECHNOLOG	07-0198-11	2403475	2024	9	INV P	105.00	063024	303590	L.E.A UPDATE CD	
ACCOUNT TOTAL							105.00				
001131 570000			MTR VEHICLE REP. PTS/SPL								
002646	DELK'S TIRE SALES AN	45996	0	2024	9	INV P	20.00	063024	303548	TRACTOR TIRE REPAIR	
048827	CARQUEST	89360	2403791	2024	9	INV P	154.29	063024	303525	BATTERY FOR SIDE BY	
ACCOUNT TOTAL							174.29				
001131 6845FR			REGISTRATION-FIRE								
004331	STATE FIRE ACADEMY	32253	0	2024	9	INV P	525.00	063024	303661	1021 I-II 1/15/24 -	
004331	STATE FIRE ACADEMY	32296	0	2024	9	INV P	615.00	063024	303661	1021 I-II 1/22/24 J	
							1,140.00				
ACCOUNT TOTAL							1,140.00				
ORG 001131 TOTAL							1,419.29				
001160			FIRE DIVISION								
001160 501000			OTHER EXPENDABLE OFF.SPL								
003810	OFFICE PRODUCTS PLUS	1055027-1	2402909	2024	9	INV P	32.08	063024	303619	HFD ADMIN OFFICE SU	
ACCOUNT TOTAL							32.08				
001160 502000			MINOR OFFICE EQUIP/FURN.								
003810	OFFICE PRODUCTS PLUS	1060041-0	2403623	2024	9	INV P	365.00	063024	303619	HFD OFFICE FURNITUR	
ACCOUNT TOTAL							365.00				
001160 508000			COMPUTER SUPPLIES								
003810	OFFICE PRODUCTS PLUS	1055027-2	2402909	2024	9	INV P	33.65	063024	303619	HFD ADMIN OFFICE SU	
ACCOUNT TOTAL							33.65				
001160 510000			CLEANING/JANITORIAL SPLY								
048909	BRADY COMPANIES, LLC	8967775	2403597	2024	9	INV P	66.87	063024	303517	HFD CLEANING & JANI	
ACCOUNT TOTAL							66.87				
001160 512000			MEDICAL SUPPLIES								
049761	BOUND TREE MEDICAL L	85364963	2403460	2024	9	INV P	504.20	063024	303514	HFD MEDICAL SUPPLIE	
ACCOUNT TOTAL							504.20				
001160 606000			TELEPHONE AND TELEGRAPH								
002160	AT&T MOBILITY	287290217384x060524	0	2024	9	INV P	1,504.77	063024	303505	MB2016-287/WIRELESS	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL			1,504.77			
001160	611000				TRAVEL EXPENSE						
004343	STEWART, SHERROCKO	10279		0	2024	9	INV	P	320.00	063024	303662 HFD CHIEF SHERROCKO
					ACCOUNT TOTAL			320.00			
001160	630000				GAS						
004321	SPIRE	G2024-10 JUN 2024		0	2024	9	INV	P	54.84	063024	303659 SPIRE-(MILMUT GAS)
004321	SPIRE	G2024-14 JUN		0	2024	9	INV	P	139.63	063024	303659 SPIRE-(MILMUT GAS)
004321	SPIRE	G2024-20 JUN		0	2024	9	INV	P	168.06	063024	303659 SPIRE-HBURG-FIRE ST
								362.53			
					ACCOUNT TOTAL			362.53			
001160	630500				ELECTRICITY						
003700	MS POWER COMPANY	E2024-20 JUN		0	2024	9	INV	P	3,224.61	063024	303608 MISSISSIPPI POWER-V
003700	MS POWER COMPANY	E2024-6/13/24B		0	2024	9	INV	P	183.92	063024	303609 MISSISSIPPI POWER-1
								3,408.53			
004282	SOUTHERN PINE ELECTR	E2024-06.03.24B		0	2024	9	INV	P	1,108.32	063024	303652 SOUTHERN PINE ELECT
					ACCOUNT TOTAL			4,516.85			
001160	639900				OTHER REPAIRS AND MAINT.						
003707	MS STATE/DEPT OF HEA	24-135827 B		0	2024	9	INV	P	420.00	063024	303613 BOILER & PRESSURE S
					ACCOUNT TOTAL			420.00			
001160	641000				OFFICE EQUIPMENT RENT						
004050	RICOH CORP	39404712		0	2024	9	INV	P	205.35	063024	303638 HFD ADMIN OFFICE CO
					ACCOUNT TOTAL			205.35			
001160	642500				CYLINDER RENT						
002071	AIRGAS USA LLC (NORD	5508244427		0	2024	9	INV	P	50.18	063024	303493 HFD OXYGEN CYLINDER
					ACCOUNT TOTAL			50.18			
					ORG 001160 TOTAL			8,381.48			
001180	LAND DEVEL.ADM.										
001180	502000				MINOR OFFICE EQUIP/FURN.						
050833	ENGINEER SUPPLY LLC	WEB#: 11302144		2403684	2024	9	INV	P	722.55	063024	303555 DRAFTING TABLE - MA
					ACCOUNT TOTAL			722.55			
001180	535500				WEARING APPAREL						
003216	J M H GRAPHICS	42405		2403612	2024	9	INV	P	327.74	063024	303581 APPAREL ORDER - JUN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
				ACCOUNT TOTAL			327.74			
001180	601800				LOT CLEARING					
004417	TERRY'S BACKHOE AND 1951	0	2024	9	INV	P	910.00	063024	303664	LOT CLEARING - 0 US
004417	TERRY'S BACKHOE AND 1952	0	2024	9	INV	P	2,187.50	063024	303664	LOT CLEARING - 518
004417	TERRY'S BACKHOE AND 1953	0	2024	9	INV	P	649.00	063024	303664	LOT CLEARING - 102
004417	TERRY'S BACKHOE AND 1954	0	2024	9	INV	P	185.00	063024	303664	EXP LOT CLEARING -
004417	TERRY'S BACKHOE AND 1955	0	2024	9	INV	P	244.75	063024	303664	EXP LOT CLEARING -
004417	TERRY'S BACKHOE AND 1956	0	2024	9	INV	P	717.00	063024	303664	EXP LOT CLEARINGS-
004417	TERRY'S BACKHOE AND 1957	0	2024	9	INV	P	232.50	063024	303664	EXP LOT CLEARING -
004417	TERRY'S BACKHOE AND 1958	0	2024	9	INV	P	243.75	063024	303664	EXP LOT CLEARING -
004417	TERRY'S BACKHOE AND 2014	0	2024	9	INV	P	3,086.00	063024	303664	LOT CLEARING - 120
004417	TERRY'S BACKHOE AND 2015	0	2024	9	INV	P	2,007.50	063024	303664	LOT CLEARING - 118
004417	TERRY'S BACKHOE AND 2017	0	2024	9	INV	P	201.25	063024	303664	EXP LOT CLEARING -
004417	TERRY'S BACKHOE AND 2018	0	2024	9	INV	P	1,332.50	063024	303664	LOT CLEARING - 1116
							11,996.75			
				ACCOUNT TOTAL			11,996.75			
001180	602300				ABSTRACTING & RECORDING					
047491	LAMAR COUNTY CHANCER JUNE 2024	0	2024	9	INV	P	26.00	063024	303591	RECORDING OF 86 CAN
				ACCOUNT TOTAL			26.00			
001180	611000				TRAVEL EXPENSE					
050845	CHIQUILA DOLISON 102680T/DOLISON	0	2024	9	INV	P	564.36	063024	303530	TRAVEL ADV - LEAD I
				ACCOUNT TOTAL			564.36			
				ORG 001180 TOTAL			13,637.40			
001190				P/S CONTRAC.SER						
001190	602700				MEDICAL					
050313	ASSOCIATION PROGRAM 240626122723	0	2024	9	INV	P	819.74	063024	303499	MEDICAL BILL FOR IN
				ACCOUNT TOTAL			819.74			
				ORG 001190 TOTAL			819.74			
001191				TRAFFIC MAINT.						
001191	554000				TRAFFIC CONTROL EQ. SPLY.					
004060	ROADSAFE TRAFFIC SYS 208469	2402719	2024	9	INV	P	4,590.20	063024	303641	BARRICADES
004060	ROADSAFE TRAFFIC SYS 208477	2403020	2024	9	INV	P	4,057.00	063024	303641	CONES
							8,647.20			
				ACCOUNT TOTAL			8,647.20			
001191	559000				OTHER OPERATING MATL/SPLY					
002215	BATTERIES PLUS BULBS P73164897	2403530	2024	9	INV	P	29.44	063024	303510	SIGNAL SUPPLIES

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											29.44		
001191	565000	PAINT AND PAINTING SPLY.											
004176	SHERWIN-WILLIAMS COM	8224-7	2403674	2024	9	INV	P		112.95	063024		303645	PAINT
ACCOUNT TOTAL											112.95		
001191	630000	GAS											
004321	SPIRE	G2024-10 JUN	0	2024	9	INV	P		29.95	063024		303659	SPIRE-VARIOUS DEPTS
ACCOUNT TOTAL											29.95		
001191	630500	ELECTRICITY											
003700	MS POWER COMPANY	E2024-20 JUN	0	2024	9	INV	P		1,337.95	063024		303608	MISSISSIPPI POWER-V
ACCOUNT TOTAL											1,337.95		
001191	643000	UNIFORM RENT											
002471	CINTAS CORPORATION #	4195955349	0	2024	9	INV	P		25.00	063024		303534	TRAFFIC UNIFORM SC
002471	CINTAS CORPORATION #	4196667495	0	2024	9	INV	P		25.00	063024		303534	TRAFFIC UNIFORM SC
									50.00				
ACCOUNT TOTAL											50.00		
001191	643500	MOP-MAT-RAG RENT											
002471	CINTAS CORPORATION #	4195954934	0	2024	9	INV	P		8.56	063024		303534	TRAFFIC MATS SC/8
002471	CINTAS CORPORATION #	4196667144	0	2024	9	INV	P		8.56	063024		303534	TRAFFIC MATS SC/8
									17.12				
ACCOUNT TOTAL											17.12		
ORG 001191 TOTAL									10,224.61				
STREET DIV.													
001201	540000	ASPHALT & ASPHALT PROD.											
004586	WARREN PAVING INC	93146	2403419	2024	9	INV	P		199.66	063024		303675	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	93361	2403419	2024	9	INV	P		98.90	063024		303675	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	93394	2403419	2024	9	INV	P		267.78	063024		303675	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	93415	2403419	2024	9	INV	P		192.20	063024		303675	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	93484	2403419	2024	9	INV	P		108.23	063024		303675	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	93663	2403419	2024	9	INV	P		91.43	063024		303675	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	93677	2403799	2024	9	INV	P		306.96	063024		303675	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	93690	2403419	2024	9	INV	P		170.74	063024		303675	ASPHALT FOR PUBLIC
004586	WARREN PAVING INC	93722	2403799	2024	9	INV	P		247.24	063024		303675	ASPHALT FOR PUBLIC
									1,683.14				
ACCOUNT TOTAL											1,683.14		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9										
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
001201	540500			CONCRETE, CEMENT, ETC.						
047525	DELTA INDUSTRIES	846162	2403395	2024	9	INV P	785.00 063024	303549	CONCRETE/VARIOUS LO	
				ACCOUNT TOTAL			785.00			
001201	570000			MTR VEHICLE REP. PTS/SPL						
002569	COVINGTON SALES & SE	98558	2402052	2024	9	INV P	156.09 063024	303545	UNIT 21644 SWEEPER	
004297	SOUTHERN TIRE MART (	2520156213	2403722	2024	9	INV P	530.00 063024	303655	UNIT 15893 TIRES	
048827	CARQUEST	14758-38311	2403812	2024	9	INV P	85.66 063024	303525	UNITS 13514 & 17412	
				ACCOUNT TOTAL			771.75			
001201	604900			OTHER PROFESSIONAL SERV.						
002471	CINTAS CORPORATION #	4195955074	0	2024	9	INV P	25.00 063024	303534	SC8200044758- P.W.	
002471	CINTAS CORPORATION #	4195955376	0	2024	9	INV P	30.22 063024	303534	SC8200044758- P.W.	
002471	CINTAS CORPORATION #	4195955440	0	2024	9	INV P	35.39 063024	303534	SC8200044758-STREET	
							90.61			
048676	PROCARE LANDS	27	0	2024	9	INV P	6,000.00 063024	303633	WEEKLY MAINTENANCE	
048836	PAYTON, RAY A.	178	0	2024	9	INV P	2,300.00 063024	303624	WEEKLY CUT & MAINT	
048966	MARTINEZ DAVID J	134	0	2024	9	INV P	1,500.00 063024	303596	WEEKLY BASIC CUT &	
048966	MARTINEZ DAVID J	135	0	2024	9	INV P	1,500.00 063024	303596	MAINTENANCE ON COUN	
							3,000.00			
				ACCOUNT TOTAL			11,390.61			
001201	611000			TRAVEL EXPENSE						
003884	PERKINS, RONNIE	OT18278	0	2024	9	INV P	295.00 063024	303626	TRAVEL EXP. R. PERK	
				ACCOUNT TOTAL			295.00			
001201	612000			FREIGHT						
002836	FLUIDS INC.	16035	2403805	2024	9	INV P	270.06 063024	303556	MOSQUITO CHEMICALS	
				ACCOUNT TOTAL			270.06			
001201	638700			AGRICULTURAL EQ. R&M						
002304	BRACKMAN MOWER WAREH	54641	2403862	2024	9	INV P	647.89 063024	303516	LAWNMOWER REPAIR	
				ACCOUNT TOTAL			647.89			
001201	639800			TOW IN CHARGES						
003253	JOHNNY'S WRECKER SER	48907	0	2024	9	INV P	350.00 063024	303584	TOW UNIT 16007 TO W	
				ACCOUNT TOTAL			350.00			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001201 643000					UNIFORM RENT						
002471	CINTAS	CORPORATION #	4195955266	0	2024	9	INV	P	148.85	063024	303533 SC8200044758- HEALT
002471	CINTAS	CORPORATION #	4195955319	0	2024	9	INV	P	107.11	063024	303533 SC8200044758- HEALT
									255.96		
ACCOUNT TOTAL									255.96		
001201 699900					SERVICES NOT SPECIFIED						
003707	MS	STATE/DEPT OF HEA	24-135827 B	0	2024	9	INV	P	180.00	063024	303613 BOILER & PRESSURE S
ACCOUNT TOTAL									180.00		
001201 739900					OTHER EQUIPMENT						
003843	PARISH	TRACTOR (HATT	E03977	2403660	2024	9	INV	P	73,914.16	063024	303622 KUBOTA TRACTOR-MS 1
ACCOUNT TOTAL									73,914.16		
ORG 001201 TOTAL									90,543.57		
001202 STREET LIGHTS											
001202 630500					ELECTRICITY						
003700	MS	POWER COMPANY	E2024-06/04	0	2024	9	INV	P	110.50	063024	303605 MISSISSIPPI POWER-1
003700	MS	POWER COMPANY	E2024-11 JUN	0	2024	9	INV	P	55.25	063024	303606 MISSISSIPPI POWER-6
003700	MS	POWER COMPANY	E2024-13 JUNE	0	2024	9	INV	P	104.28	063024	303607 MISSISSIPPI POWER-2
003700	MS	POWER COMPANY	E2024-18 JUN	0	2024	9	INV	P	104.04	063024	303603 MISSISSIPPI POWER-1
003700	MS	POWER COMPANY	E2024-20 JUN	0	2024	9	INV	P	102,401.43	063024	303608 MISSISSIPPI POWER-V
003700	MS	POWER COMPANY	E2024-20 JUN 2024	0	2024	9	INV	P	104.04	063024	303610 MISSISSIPPI POWER-5
003700	MS	POWER COMPANY	E2024-3 JUN	0	2024	9	INV	P	55.15	063024	303604 MISSISSIPPI POWER-2
003700	MS	POWER COMPANY	E2024-6/21B	0	2024	9	INV	P	52.05	063024	303612 MISSISSIPPI POWER E
									102,986.74		
003873 PEARL RIVER VALLEY E 2024-05/31					0	2024	9	INV	P	396.00	063024 303625 PEARL RIVER VALLEY
003873 PEARL RIVER VALLEY E 2024-06.06					0	2024	9	INV	P	1,436.85	063024 303625 PEARL RIVER VALLEY
									1,832.85		
004282 SOUTHERN PINE ELECTR E2024-06.03.24B					0	2024	9	INV	P	67.90	063024 303652 SOUTHERN PINE ELECT
004282 SOUTHERN PINE ELECTR E2024-6/17					0	2024	9	INV	P	84.57	063024 303652 SOUTHERN PINE ELECT
									152.47		
ACCOUNT TOTAL									104,972.06		
ORG 001202 TOTAL									104,972.06		
001203 ENGR/PUBLIC SER											
001203 604900					OTHER PROFESSIONAL SERV.						
002698	E S R I (ENVIR	SYS R	94680353	0	2024	9	INV	P	38,500.00	063024	303552 MB 2021-361 SOFTWARE
ACCOUNT TOTAL									38,500.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001203	630500					ELECTRICITY				
003700	MS POWER COMPANY	E2024-20	JUN	0	2024 9	INV P	744.52	063024	303608	MISSISSIPPI POWER-V
ACCOUNT TOTAL							744.52			
001203	699900					SERVICES NOT SPECIFIED				
003707	MS STATE/DEPT OF HEA	24-135827	A	0	2024 9	INV P	30.00	063024	303613	BOILER & PRESSRE SA
003707	MS STATE/DEPT OF HEA	24-135827	B	0	2024 9	INV P	30.00	063024	303613	BOILER & PRESSURE S
							60.00			
ACCOUNT TOTAL							60.00			
ORG 001203 TOTAL							39,304.52			
001204			SHOP DIVISION							
001204	643000					UNIFORM RENT				
002471	CINTAS CORPORATION #	4195955247		0	2024 9	INV P	68.67	063024	303533	UNIFORM RENTAL/SC#8
ACCOUNT TOTAL							68.67			
ORG 001204 TOTAL							68.67			
001205			G O & F S DIV.							
001205	604900					OTHER PROFESSIONAL SERV.				
003186	INSTALLATION PLUS	1264		0	2024 9	INV P	75.00	063024	303578	MARCH MONTHLY MONITO
003186	INSTALLATION PLUS	1421		0	2024 9	INV P	75.00	063024	303578	APRIL MONTHLY MONIT
003186	INSTALLATION PLUS	1422		0	2024 9	INV P	75.00	063024	303578	MAY MONTHLY/MAY/DEQ
							225.00			
ACCOUNT TOTAL							225.00			
001205	630500					ELECTRICITY				
003700	MS POWER COMPANY	E2024-20	JUN	0	2024 9	INV P	76.00	063024	303608	MISSISSIPPI POWER-V
ACCOUNT TOTAL							76.00			
001205	639400					DISINFECT./EXTERMINATION				
003040	HAVARD PEST CONTROL	2315837		0	2024 9	INV P	300.00	063024	303570	HAVARD PEST CONTROL
ACCOUNT TOTAL							300.00			
ORG 001205 TOTAL							601.00			
001207			CONSTRUCTION							
001207	559000					OTHER OPERATING MATL/SPLY				
002957	GROVER BROS RESTAURA	243240		2403745	2024 9	INV P	16.40	063024	303567	SCOOP/ICE/CONST DEP
ACCOUNT TOTAL							16.40			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001207	560000			BUILDING MATERIALS & SPLY							
003192	INTERIOR EXTERIOR BU	4234754-00	2403717	2024	9	INV	P		121.60	063024	303580 CEILING TILES/CONST
004284	SOUTHERN PIPE & SUPP	9663961-00	2403611	2024	9	INV	P		207.75	063024	303654 DOOR REPAIR/LIFE CE
ACCOUNT TOTAL									329.35		
001207	560500			ELECTRICAL SUPPLIES							
002883	GARNER LUMLEY ELECTR	610387	2403727	2024	9	INV	P		86.07	063024	303563 TOOLS FOR ELECTRICI
ACCOUNT TOTAL									86.07		
001207	561000			PLUMBING SUPPLIES							
003543	MCELHANEY PLUMBING I	303686	2403757	2024	9	INV	P		24.89	063024	303599 TWIN FORK RISING BA
ACCOUNT TOTAL									24.89		
001207	565000			PAINT AND PAINTING SPLY.							
004176	SHERWIN-WILLIAMS COM	8521-6	2403752	2024	9	INV	P		53.69	063024	303645 EMPLOYEE CLINIC
ACCOUNT TOTAL									53.69		
001207	570000			MTR VEHICLE REP. PTS/SPL							
004297	SOUTHERN TIRE MART (	2520155579	2403621	2024	9	INV	P		140.00	063024	303655 TIRES FOR TRAILER/C
ACCOUNT TOTAL									140.00		
001207	604900			OTHER PROFESSIONAL SERV.							
002523	COMCAST CABLEVISION	JUN-22/JUL21	0	2024	9	INV	P		146.35	063024	303541 COMCAST BUSINESS-CI
ACCOUNT TOTAL									146.35		
001207	639900			OTHER REPAIRS AND MAINT.							
003707	MS STATE/DEPT OF HEA	24-135827 B	0	2024	9	INV	P		90.00	063024	303613 BOILER & PRESSURE S
ACCOUNT TOTAL									90.00		
001207	642500			CYLINDER RENT							
002071	AIRGAS USA LLC (NORD	5508244426	0	2024	9	INV	P		276.52	063024	303493 CYLINDER RENTAL/CON
ACCOUNT TOTAL									276.52		
001207	643000			UNIFORM RENT							
002471	CINTAS CORPORATION #	4195955060	0	2024	9	INV	P		75.25	063024	303533 UNIFORM RENTAL/SC#8
ACCOUNT TOTAL									75.25		
ORG 001207 TOTAL									1,238.52		
001220	SANITATION DIV.										
001220	511000			HOUSEHOLD SUPPLIES							
002472	CINTAS FIRST AID J71	5217168398	2403825	2024	9	INV	P		617.44	063024	303535 SAFETY GLOVES SNITA

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9				ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL											617.44		
001220	513000	CHEMICALS											
004583	WARING OIL CO		339015	2403810	2024	9	INV	P	13.88	063024		303674	DEF FOR SANITATION
ACCOUNT TOTAL											13.88		
001220	559000	OTHER OPERATING MATL/SPLY											
004583	WARING OIL CO		339015	2403810	2024	9	INV	P	874.50	063024		303674	DEF FOR SANITATION
ACCOUNT TOTAL											874.50		
001220	638400	MOTOR VEHICLE EQ. R&M											
002034	AAMCO TRANSMISSION (	I146706		2403211	2024	9	INV	P	2,282.50	063024		303491	UNIT 13514 REAR SEA
002739	EMPIRE TRUCK SALES	CE006224140:01		2403733	2024	9	INV	P	282.75	063024		303553	UNIT 15893 BRAKE RE
002739	EMPIRE TRUCK SALES	CE006224244:01		2403753	2024	9	INV	P	280.91	063024		303553	UNIT 21388 TENSIONE
002739	EMPIRE TRUCK SALES	CE006224473:01		2403837	2024	9	INV	P	1,096.26	063024		303553	UNIT 21388 BATTERY-
002739	EMPIRE TRUCK SALES	RE006039515:04		2403764	2024	9	INV	P	1,215.20	063024		303553	UNIT 20071 REPAIR
											2,875.12		
002852	FORREST CTY TAX COLL	TITLE/3ALACXFE0RDVG0	0		2024	9	INV	P	10.00	063024		303557	TITLE/VIN3ALACXFE0R
003034	HATTIESBURG HYDRAULI	105917		2403774	2024	9	INV	P	133.72	063024		303569	UNIT 19947 HOSE REP
004139	SCOTTS HYDRAULIC SER	59831		2403319	2024	9	INV	P	13,760.02	063024		303643	UNIT 20074 TEAR DOW
004139	SCOTTS HYDRAULIC SER	59832		2403319	2024	9	INV	P	1,458.00	063024		303643	UNIT 20074 TEAR DOW
											15,218.02		
047021	HINTON, ANTHONY	000409		2403705	2024	9	INV	P	462.61	063024		303573	UNIT 15893 SERVICE
048827	CARQUEST	14758-38296		2403798	2024	9	INV	P	25.98	063024		303525	UNIT 21722 WIPER BL
048827	CARQUEST	14758-38312		2403812	2024	9	INV	P	171.27	063024		303525	UNITS 13514 & 17412
											197.25		
ACCOUNT TOTAL											21,179.22		
001220	643000	UNIFORM RENT											
002471	CINTAS CORPORATION #	4195954983	0		2024	9	INV	P	53.98	063024		303533	SC8200044758- SANIT
002471	CINTAS CORPORATION #	4195955699	0		2024	9	INV	P	239.73	063024		303533	SC8200044758- SANIT
002471	CINTAS CORPORATION #	4196667227	0		2024	9	INV	P	25.00	063024		303534	SC8200044758 PW UNI
002471	CINTAS CORPORATION #	4196667357	0		2024	9	INV	P	107.06	063024		303533	SC8200044758 G S &
002471	CINTAS CORPORATION #	4196667391	0		2024	9	INV	P	107.11	063024		303533	SC8200044758 HEALTH
002471	CINTAS CORPORATION #	4196667525	0		2024	9	INV	P	30.22	063024		303534	SC8200044758 PW MOP
											563.10		
ACCOUNT TOTAL											563.10		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
001220	688000										
004591	WASTE MANAGEMENT OF	0014087-2526-3	0			2024	9	INV P	5,551.98	063024	303677 SANIT. RUBBISH DISP
TIPPING FEES											
ACCOUNT TOTAL									5,551.98		
001220	699900										
002471	CINTAS CORPORATION # 4196667156		0			2024	9	INV P	53.98	063024	303533 SC8200044758 SANITA
002471	CINTAS CORPORATION # 4196667491		0			2024	9	INV P	35.39	063024	303534 SC8200044758 STREET
002471	CINTAS CORPORATION # 4196667737		0			2024	9	INV P	181.24	063024	303533 SC8200044758 SANIT
SERVICES NOT SPECIFIED											
ACCOUNT TOTAL									270.61		
ORG 001220 TOTAL									270.61		
ORG 001220 TOTAL									29,070.73		
001250											
001250	513000										
002836	FLUIDS INC.	16035				2403805	2024	9 INV P	2,436.19	063024	303556 MOSQUITO CHEMICALS
HEALTH DIVISION											
CHEMICALS											
ACCOUNT TOTAL									2,436.19		
001250	575500										
002304	BRACKMAN MOWER WAREH 53785					2403473	2024	9 INV P	180.00	063024	303516 PART/LAWN MOWER
002304	BRACKMAN MOWER WAREH 53827					2403593	2024	9 INV P	352.00	063024	303516 PULLEY DRIVERS AND
AGRICLTRL REPAIR PTS/SPL											
ACCOUNT TOTAL									532.00		
ORG 001250 TOTAL									532.00		
ORG 001250 TOTAL									2,968.19		
001260											
001260	684000										
003752	NATL ANIMAL CONTROL	14212	0								
ANIMAL CONTROL											
DUES AND MEMBERSHIPS											
ACCOUNT TOTAL									150.00	063024	303615 MEMBERSHIP RENEWAL
ORG 001260 TOTAL									150.00		
001260	699900										
004283	SOUTHERN PINES ANIMA 08.202444		0								
004283	SOUTHERN PINES ANIMA 09.202444		0								
SERVICES NOT SPECIFIED											
ACCOUNT TOTAL									20,833.33	063024	303653 FILE# 2024-129 HOUS
ORG 001260 TOTAL									20,833.33	063024	303653 FILE# 2024-129 HOUS
ORG 001260 TOTAL									41,666.66		
050467	ALL ANIMAL CLINIC	169817	0								
ACCOUNT TOTAL									227.00	063024	303494 OFFICE VISIT FOR AN
ORG 001260 TOTAL									41,893.66		
ORG 001260 TOTAL									42,043.66		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION
001402										ECONOMIC DEV.
001402	604900									OTHER PROFESSIONAL SERV.
	048966	MARTINEZ DAVID J	133		0	2024	9 INV P	7,500.00	063024	303596 MAINTENANCE HWY 49
	049929	ARTISAN PYROTECHNICS	2533		2403554	2024	9 INV P	7,500.00	063024	303498 TWO QUOTE/JUNETEENTH
							ACCOUNT TOTAL	15,000.00		
001402	790100									MISCELANEOUS CAP PROJECTS
	049196	JW CHAIN CONTRACTORS	002		0	2024	9 INV P	93,771.95	063024	303585 MB 2022-439 - TATUM
	050823	CAROLINA FLYING DISC	756100		2403600	2024	9 INV P	7,600.00	063024	303524 DISC GOLF BASKETS F
							ACCOUNT TOTAL	101,371.95		
							ORG 001402 TOTAL	116,371.95		
001553										CEMETERY DIV
001553	513000									CHEMICALS
	047024	GREENPOINT AG HOLDIN	1904719		2401907	2024	9 INV P	260.00	063024	303566 CHEMICALS FOR CEMET
							ACCOUNT TOTAL	260.00		
001553	546000									MINOR EQUIPMENT
	004012	RED BUD SUPPLY INC	185681		2403376	2024	9 INV P	319.50	063024	303637 KNEW BOOTS
	004176	SHERWIN-WILLIAMS COM	8470-6		2403735	2024	9 INV P	81.48	063024	303645 MINOR EQUIPMENT/554
							ACCOUNT TOTAL	400.98		
001553	561000									PLUMBING SUPPLIES
	004176	SHERWIN-WILLIAMS COM	8393-0		2403728	2024	9 INV P	81.48	063024	303645 SPRAY PAINT
							ACCOUNT TOTAL	81.48		
001553	570000									MTR VEHICLE REP. PTS/SPL
	048827	CARQUEST	14758-38451		2403864	2024	9 INV P	128.77	063024	303525 WATER PUMP UNIT #
							ACCOUNT TOTAL	128.77		
001553	612000									FREIGHT
	004012	RED BUD SUPPLY INC	185681		2403376	2024	9 INV P	50.00	063024	303637 KNEW BOOTS
							ACCOUNT TOTAL	50.00		
001553	630500									ELECTRICITY
	003700	MS POWER COMPANY	E2024-20 JUN		0	2024	9 INV P	782.79	063024	303608 MISSISSIPPI POWER-V
							ACCOUNT TOTAL	782.79		
001553	639900									OTHER REPAIRS AND MAINT.

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR		TYP	S	WARRANT	CHECK	DESCRIPTION
003707 MS STATE/DEPT OF HEA				24-135827		0	2024	9	INV	P	90.00	063024	303613 BOILER & PRESSURE S
ACCOUNT TOTAL											90.00		
ORG 001553 TOTAL											1,794.02		
001560 PARKING OPER.													
001560 630500						ELECTRICITY							
003700 MS POWER COMPANY				E2024-20 JUN		0	2024	9	INV	P	1,125.17	063024	303608 MISSISSIPPI POWER-V
ACCOUNT TOTAL											1,125.17		
001560 640200						PARKING GARAGE/LOT RENT							
003789 NORFOLK SOUTHERN COR				92806644		0	2024	9	INV	P	2,291.90	063024	303617 MONTHLY LEASE POST
003789 NORFOLK SOUTHERN COR				93019742		0	2024	9	INV	P	2,291.90	063024	303617 LEASE MILEPOST NO-8
003789 NORFOLK SOUTHERN COR				93061399		0	2024	9	INV	P	2,291.90	063024	303617 LEASE MILEPOST NO-8
003789 NORFOLK SOUTHERN COR				93105540		0	2024	9	INV	P	2,291.90	063024	303617 MONTHLY LEASE POST
003789 NORFOLK SOUTHERN COR				93156197		0	2024	9	INV	P	2,291.90	063024	303617 MONTHLY LEASE POST
003789 NORFOLK SOUTHERN COR				93196497		0	2024	9	INV	P	2,406.15	063024	303617 MONTHLY LEASE POST
003789 NORFOLK SOUTHERN COR				93243812		0	2024	9	INV	P	2,406.15	063024	303617 MONTHLY LEASE POST
003789 NORFOLK SOUTHERN COR				93283848		0	2024	9	INV	P	2,406.15	063024	303617 MONTHLY LEASE POST
003789 NORFOLK SOUTHERN COR				93711636		0	2024	9	INV	P	2,489.82	063024	303617 LANDLEASE 1.88 ACRE
											21,167.77		
ACCOUNT TOTAL											21,167.77		
ORG 001560 TOTAL											22,292.94		
FUND 001 General Fund								TOTAL:		1,948,621.90			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
002001				PKS/REC FUND REVENUES							
002001	312200			SUMMER DAY CAMP							
050841	TROTTER, JASMINE	REFUND	JTROTTER	0	2024	9	INV	P	90.00	063024	303667 REFUND-3 WEEKS OF C
050842	MCCALPIN, ADRIENNE	REFUND	AMCCALPIN	0	2024	9	INV	P	90.00	063024	303597 REFUND PARTIAL SUMM
				ACCOUNT TOTAL					180.00		
				ORG 002001 TOTAL					180.00		
002300				PKS/REC-RECREATION MAINT. DIV.							
002300	510000			CLEANING/JANITORIAL SPLY							
002162	ATCO INTERNATIONAL	I0627918		2402743	2024	9	INV	P	691.24	063024	303507 PR GROUNDS-SUPPLIES
003810	OFFICE PRODUCTS PLUS	10604890		2403726	2024	9	INV	P	42.36	063024	303619 CLEANING SUPPLIES
				ACCOUNT TOTAL					733.60		
002300	541500			SAND,CLAY,GRVL,FILL DIRT							
002359	BURGE EXCAVATING & G	2127		2403173	2024	9	INV	P	335.00	063024	303519 PR GROUNDS-MASONRY
				ACCOUNT TOTAL					335.00		
002300	551000			RECREATIONAL SUPPLIES							
002304	BRACKMAN MOWER WAREH	54496		2403836	2024	9	INV	P	85.00	063024	303516 SHOP SUPPLIES
002492	CLEMTS HARDWARE	132274		2403814	2024	9	INV	P	296.86	063024	303538 SHOP SUPPLIES
				ACCOUNT TOTAL					381.86		
002300	561000			PLUMBING SUPPLIES							
003543	MCELHANEY PLUMBING I	303792		2403802	2024	9	INV	P	42.89	063024	303599 REPAIR ICE MACHINE
				ACCOUNT TOTAL					42.89		
002300	565000			PAINT AND PAINTING SPLY.							
049595	SITEONE LANDSCAPE	142133702001		2403438	2024	9	INV	P	4,608.00	063024	303647 PR GROUNDS-SUPPLIES
				ACCOUNT TOTAL					4,608.00		
002300	570000			MTR VEHICLE REP. PTS/SPL							
002304	BRACKMAN MOWER WAREH	54061		2403451	2024	9	INV	P	93.64	063024	303516 LAWN MOTOR PARTS AN
002304	BRACKMAN MOWER WAREH	54143		2403749	2024	9	INV	P	929.48	063024	303516 MOWER REPAIR UNIT#2
002304	BRACKMAN MOWER WAREH	54144		2403754	2024	9	INV	P	1,197.03	063024	303516 MOWER REPAIR UNIT#2
002304	BRACKMAN MOWER WAREH	54186		2403743	2024	9	INV	P	109.00	063024	303516 MOWER PARTS
002304	BRACKMAN MOWER WAREH	54189		2403744	2024	9	INV	P	319.99	063024	303516 WEED EATER REPAIR
002304	BRACKMAN MOWER WAREH	54640		2403702	2024	9	INV	P	315.29	063024	303516 TRUCK SUPPLIES
									2,964.43		
003380	LANCASTER'S MACHINE	025724		2403511	2024	9	INV	P	145.00	063024	303592 TRAILER MAINT UNIT

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S		WARRANT	CHECK	DESCRIPTION	
003380	LANCASTER'S MACHINE	025752	2403806	2024	9	INV P	420.00	063024	303592	MOWER REPAIR UNIT#2	
							565.00				
							ACCOUNT TOTAL		3,529.43		
002300	575500						AGRICLTRL REPAIR PTS/SPL				
002304	BRACKMAN MOWER WAREH	53828	2403709	2024	9	INV P	347.19	063024	303516	MOWER PARTS	
002304	BRACKMAN MOWER WAREH	53846	2403719	2024	9	INV P	817.03	063024	303516	SHOP SUPPLIES	
							1,164.22				
							ACCOUNT TOTAL		1,164.22		
002300	599000						OTHER REPAIR/MAINT. SPL.				
003380	LANCASTER'S MACHINE	025734	2403703	2024	9	INV P	185.00	063024	303592	TRUCK MAINT UNIT#20	
							ACCOUNT TOTAL		185.00		
002300	604900						OTHER PROFESSIONAL SERV.				
002275	BLUE DOLPHIN POOLS	50718	0	2024	9	INV P	300.00	063024	303512	MONTHLY SERV. AT VE	
002275	BLUE DOLPHIN POOLS	50943	0	2024	9	INV P	300.00	063024	303512	MONHLY SERV. FOR VE	
							600.00				
							ACCOUNT TOTAL		600.00		
002300	612000						FREIGHT				
002162	ATCO INTERNATIONAL	I0627918	2402743	2024	9	INV P	71.54	063024	303507	PR GROUNDS-SUPPLIES	
							ACCOUNT TOTAL		71.54		
002300	630500						ELECTRICITY				
003700	MS POWER COMPANY	E2024-20 JUN	0	2024	9	INV P	729.88	063024	303608	MISSISSIPPI POWER-V	
							ACCOUNT TOTAL		729.88		
002300	639400						DISINFECT./EXTERMINATION				
003040	HAVARD PEST CONTROL	2287192	0	2024	9	INV P	69.00	063024	303570	HAVARD PEST CONTROL	
003040	HAVARD PEST CONTROL	2314864	0	2024	9	INV P	1.04	063024	303570	HAVARD PEST CONTROL	
							70.04				
							ACCOUNT TOTAL		70.04		
002300	644900						OTHER RENT				
002471	CINTAS CORPORATION #	4195703674	0	2024	9	INV P	38.27	063024	303534	PR GROUNDS MAT RENT	
002471	CINTAS CORPORATION #	4195704088	0	2024	9	INV P	261.39	063024	303533	PR GROUNDS UNIFORM	
002471	CINTAS CORPORATION #	4196377249	0	2024	9	INV P	38.27	063024	303533	PR GROUNDS MAT RENT	
002471	CINTAS CORPORATION #	4196378064	0	2024	9	INV P	331.57	063024	303533	PR GROUNDS UNIFORM	
							669.50				

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL				669.50		
					SERVICES NOT SPECIFIED						
002300	699900										
050111	CHRISTOPHER	FORREST	43	2400257	2024	9	INV	P	135.00	063024	303531 P&R DAHMER/SOCCER/E
050111	CHRISTOPHER	FORREST	44	2400257	2024	9	INV	P	1,170.00	063024	303531 P&R DAHMER/SOCCER/E
050111	CHRISTOPHER	FORREST	51	2400257	2024	9	INV	P	75.00	063024	303531 P&R DAHMER/SOCCER/E
									1,380.00		
050384	FOUR SEASONS	ORNAMEN	2808	0	2024	9	INV	P	480.00	063024	303560 LAWN MAINTENANCE HA
					ACCOUNT TOTAL				1,860.00		
					ORG 002300 TOTAL				14,980.96		
					PKS/REC-REC.ADMIN/COM.REL.						
002315				WEARING APPAREL							
002315	535500										
003937	PLAY IT AGAIN	SPORTS	001924	2403811	2024	9	INV	P	72.00	063024	303630 PLAY IT AGAIN SPORT
					ACCOUNT TOTAL				72.00		
002315	551000			RECREATIONAL SUPPLIES							
048941	SWANK MOTION	PICTURE	2249092	2401048	2024	9	INV	P	1,500.00	063024	303663 LICENSING FOR PARKS
					ACCOUNT TOTAL				1,500.00		
002315	603400			OFFICIALS							
002540	CONNER, TOBARRA		TCONNER620	0	2024	9	INV	P	80.00	063024	303543 ADULT SOFTBALL SCOR
003313	KETTLEY, ANNETTE		AKETTLEY620	0	2024	9	INV	P	90.00	063024	303586 ADULT SOFTBALL SCOR
003958	POWELL, RANDY		RPOWELL620	0	2024	9	INV	P	240.00	063024	303631 ADULT SOFTBALL SCOR
004221	SMITH, CARLTON L		CSMITH620	0	2024	9	INV	P	225.00	063024	303648 ADULT SOFTBALL JUNE
004432	THOMPSON, JESSE		JTHOMPSON620	0	2024	9	INV	P	75.00	063024	303665 ADULT SOFTBALL JUNE
004460	TROTTER, COREY		CTROTTER	0	2024	9	INV	P	275.00	063024	303666 ADULT SOFTBALL JUNE
047595	MARTIN DERRICAS		DMARTIN620	0	2024	9	INV	P	225.00	063024	303595 ADULT SOFTBALL JUNE
048772	LEE ANTHONY		ALEE620	0	2024	9	INV	P	265.00	063024	303593 ADULT SOFTBALL JUNE
049349	JESSICA R POWELL		JPOWELL620	0	2024	9	INV	P	50.00	063024	303583 ADULT SOFTBALL SCOR
049431	MILLER CLIFFORD G		CMILLER	0	2024	9	INV	P	250.00	063024	303600 ADULT SOFTBALL JUNE
049966	MORRIS, GEORGE T		TMORRIS620	0	2024	9	INV	P	275.00	063024	303602 ADULT SOFTBALL JUNE
050828	CHRISTY M WILLIAMS		CW620	0	2024	9	INV	P	75.00	063024	303532 ADULT SOFTBALL SCOR

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
ACCOUNT TOTAL									2,125.00		
002315	604900										
002965	GUTHRIE, JONI S		JGUT620	0		2024	9	INV P	180.00	063024	303568 SENIOR AEROBICS AND
047581	PROTECTION AGENCY &		000970	0		2024	9	INV P	800.00	063024	303634 SECURITY SERVICES A
049978	ROLLINS, JOHNNIE P		JPR621	0		2024	9	INV P	1,225.25	063024	303642 CUSTODIAL STAFF CIT
ACCOUNT TOTAL									2,205.25		
002315	604919										
047971	BRETT CUMMINS		BAMMINS6512	0		2024	9	INV P	100.00	063024	303518 ARTS PROGRAM 6/05/2
ACCOUNT TOTAL									100.00		
002315	630000										
004321	SPIRE		G2024-10 JUN 2024	0		2024	9	INV P	26.22	063024	303659 SPIRE-(MILMUT GAS)
ACCOUNT TOTAL									26.22		
002315	630500										
003700	MS POWER COMPANY		E2024-20 JUN	0		2024	9	INV P	10,547.67	063024	303608 MISSISSIPPI POWER-V
ACCOUNT TOTAL									10,547.67		
002315	639400										
003040	HAVARD PEST CONTROL		112204	0		2024	9	INV P	74.00	063024	303570 HAVARD PEST CONTROL
ACCOUNT TOTAL									74.00		
002315	639600										
004176	SHERWIN-WILLIAMS COM		8664-4	2403808		2024	9	INV P	331.01	063024	303645 SAFETY TOWN PARK; P
ACCOUNT TOTAL									331.01		
ORG 002315 TOTAL									16,981.15		
FUND 002 PARKS & RECREATION FUND									TOTAL:		
									32,142.11		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR	INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION			
005160								H.M.F.P.FUND-FIRE DIVISION			
005160	535500							WEARING APPAREL			
003744	NAFECO-NORTH AMERICA	1281959	2402571	2024	9	INV	P	42,938.32	063024	303614	HFD FIREFIGHTING GE
003744	NAFECO-NORTH AMERICA	1283526	2402571	2024	9	INV	P	3,839.92	063024	303614	HFD FIREFIGHTING GE
								46,778.24			
								ACCOUNT TOTAL			46,778.24
								ORG 005160	TOTAL		46,778.24
								FUND 005	HATT.MUNICIPAL FIRE PROTECTION	TOTAL:	46,778.24

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
009660				W&S O&M-CUSTOMER ACCT. DIV.							
009660	604900			OTHER PROFESSIONAL SERV.							
002146	ARNOLD LINE WATER AS 106		0	2024	9	INV	P		1,700.00	063024	303497 MB 2021-161 PAYMENT
002535	COMSOUTH	207042	2403838	2024	9	INV	P		35.00	063024	303542 REPAIR TO ANTENNA U
002665	DIXIE COMMUNITY UTIL DX 040524		0	2024	9	INV	P		421.50	063024	303550 SEWER READS FOR WAT
002665	DIXIE COMMUNITY UTIL DX 05102024		0	2024	9	INV	P		421.50	063024	303550 SEWER READS FOR WAT
002665	DIXIE COMMUNITY UTIL DX 06102024		0	2024	9	INV	P		421.50	063024	303550 SEWER READS FOR WAT
002665	DIXIE COMMUNITY UTIL DX040524 CUT OFFS		0	2024	9	INV	P		267.50	063024	303550 MB 2021-147 SEWER C
									1,532.00		
002905	GILLILANDS ELECTRONI 14624		0	2024	9	INV	P		90.00	063024	303564 QUARTERLY ALARM MON
003861	PATTERSON AUTO ELECT 82405		2403776	2024	9	INV	P		1,666.70	063024	303623 REPAIR TO UNIT 1870
004003	RAWLS SPRINGS UTILIT RS 04202024		0	2024	9	INV	P		535.00	063024	303636 SEWER READS FOR WAT
004003	RAWLS SPRINGS UTILIT RS 05202024		0	2024	9	INV	P		535.00	063024	303636 SEWER READS FOR WAT
004003	RAWLS SPRINGS UTILIT RS 06202024		0	2024	9	INV	P		535.00	063024	303636 SEWER READS FOR WAT
									1,605.00		
				ACCOUNT TOTAL					6,628.70		
009660	607000			POSTAGE							
047562	ENCO UTILITY	INV66049	0	2024	9	INV	P		3,158.66	063024	303554 MB 2020-303 RT 2 BI
047562	ENCO UTILITY	INV66118	0	2024	9	INV	P		1,465.06	063024	303554 MB 2020-303 RT 2 BI
									4,623.72		
				ACCOUNT TOTAL					4,623.72		
009660	620000			PRINTING							
004316	SPEEDY PRINTING & SI 32836		2403651	2024	9	INV	P		398.00	063024	303658 DOOR HANGERS WATER
047562	ENCO UTILITY	INV66049	0	2024	9	INV	P		1,121.80	063024	303554 MB 2020-303 RT 2 BI
047562	ENCO UTILITY	INV66118	0	2024	9	INV	P		525.28	063024	303554 MB 2020-303 RT 2 BI
									1,647.08		
				ACCOUNT TOTAL					2,045.08		
009660	630000			GAS							
004321	SPIRE	G2024-14 JUN	0	2024	9	INV	P		20.00	063024	303659 SPIRE-(MILMUT GAS)
				ACCOUNT TOTAL					20.00		
009660	635000			BUILDING R&M							
003707	MS STATE/DEPT OF HEA 24-135827 B		0	2024	9	INV	P		150.00	063024	303613 BOILER & PRESSURE S

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9										
ACCOUNT/VENDOR		INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
					ACCOUNT TOTAL		150.00			
009660	639400				DISINFECT./EXTERMINATION					
003040	HAVARD	PEST CONTROL	2282503	0	2024	9	INV P	230.00	063024	303570 HAVARD PEST CONTROL
					ACCOUNT TOTAL		230.00			
009660	643000				UNIFORM RENT					
002471	CINTAS	CORPORATION #	4195249190	0	2024	9	INV P	53.27	063024	303533 STATE CONTRACT 8200
002471	CINTAS	CORPORATION #	4195957789	0	2024	9	INV P	31.05	063024	303534 STATE CONTRACT 8200
002471	CINTAS	CORPORATION #	4196669582	0	2024	9	INV P	41.43	063024	303533 STATE CONTRACT 8200
							125.75			
					ACCOUNT TOTAL		125.75			
009660	742000				PICK UP TRUCKS					
004576	WALT MASSEY	CHEVROLE	DEAL 414960	2403813	2024	9	INV P	31,835.00	063024	303673 TWO QUOTE TRUCK WAL
					ACCOUNT TOTAL		31,835.00			
					ORG 009660 TOTAL		45,658.25			
009672					W&S O&M-WATER TRANSMISSION DIV					
009672	546000				MINOR EQUIPMENT					
003987	PUCKETT	RENTS	1046884-0001	2403648	2024	9	INV P	445.25	063024	303635 MINOR EQUIPMENT --
					ACCOUNT TOTAL		445.25			
009672	561000				PLUMBING SUPPLIES					
002442	CENTRAL	PIPE SUPPLY	S100375956-001	2403580	2024	9	INV P	84.70	063024	303528 WAREHOUSE STOCK FOR
					ACCOUNT TOTAL		84.70			
009672	636000				STREETS & STRUCTURES R&M					
003649	C J MORGAN	INC	2024019	0	2024	9	INV P	233,904.48	063024	303521 MB2022-680: WATER R
003649	C J MORGAN	INC	2024026	0	2024	9	INV P	321,602.46	063024	303521 MB2022-680: WATER R
							555,506.94			
					ACCOUNT TOTAL		555,506.94			
					ORG 009672 TOTAL		556,036.89			
009673					W&S O&M-WATER PLANT DIVISION					
009673	513000				CHEMICALS					
002274	BLOSSMAN	GAS INC	28039483	2403718	2024	9	INV P	112.00	063024	303511 FORKLIFT CYLINDERS
					ACCOUNT TOTAL		112.00			
009673	604900				OTHER PROFESSIONAL SERV.					
002294	BOURNE	BROTHERS PRIN	92907	0	2024	9	INV P	50.00	063024	303515 2024 ANNUAL DRINKIN

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
004316	SPEEDY PRINTING & SI	32848	2403704	2024	9	INV	P		140.00	063024	303658 LETTERING FOR UNITS
ACCOUNT TOTAL									190.00		
009673	630000										
004321	SPIRE	G2024-10 JUN 2024	0		2024	9	INV	P	20.00	063024	303659 SPIRE-(MILMUT GAS)
ACCOUNT TOTAL									20.00		
009673	630500										
003700	MS POWER COMPANY	E2024-20 JUN	0		2024	9	INV	P	10,917.63	063024	303608 MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E	2024-05/31	0		2024	9	INV	P	7,217.63	063024	303625 PEARL RIVER VALLEY
003873	PEARL RIVER VALLEY E	2024-06.06	0		2024	9	INV	P	103.85	063024	303625 PEARL RIVER VALLEY
									7,321.48		
ACCOUNT TOTAL									18,239.11		
009673	635000										
002083	ALLBRITTON CHAIN SAW	17909	2403707	2024	9	INV	P		295.10	063024	303495 EQUIPMENT REPAIRS -
002083	ALLBRITTON CHAIN SAW	18009	2403707	2024	9	INV	P		134.22	063024	303495 EQUIPMENT REPAIRS -
									429.32		
ACCOUNT TOTAL									429.32		
009673	638400										
002646	DELK'S TIRE SALES AN	45879	0		2024	9	INV	P	15.00	063024	303548 TIRE REPAIR, UNIT #
ACCOUNT TOTAL									15.00		
ORG 009673 TOTAL									19,005.43		
009676											
009676	546000										
003543	MCELHANEY PLUMBING I	303436	2403649	2024	9	INV	P		225.25	063024	303599 MINOR EQUIPMENT --
ACCOUNT TOTAL									225.25		
009676	570000										
002646	DELK'S TIRE SALES AN	46013	2403850	2024	9	INV	P		115.00	063024	303548 TIRE FOR UNIT # 200
ACCOUNT TOTAL									115.00		
009676	630500										
003700	MS POWER COMPANY	E2024-20 JUN	0		2024	9	INV	P	3,409.61	063024	303608 MISSISSIPPI POWER-V
004282	SOUTHERN PINE ELECTR	E2024-06.03.24B	0		2024	9	INV	P	474.73	063024	303652 SOUTHERN PINE ELECT
004282	SOUTHERN PINE ELECTR	E2024-6/17	0		2024	9	INV	P	249.04	063024	303652 SOUTHERN PINE ELECT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR				INVOICE	PO	YEAR/PR	TYP S	WARRANT	CHECK	DESCRIPTION	
								723.77			
ACCOUNT TOTAL								4,133.38			
009676	636000				STREETS & STRUCTURES R&M						
004058	RJM	MCQUEEN	CONTRACT	2986	0	2024	9	INV P	14,706.30	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	2995	0	2024	9	INV P	14,473.98	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	2996	0	2024	9	INV P	10,385.00	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	2997	0	2024	9	INV P	8,213.00	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	2998	0	2024	9	INV P	4,025.00	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	2999	0	2024	9	INV P	3,201.00	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	3002	0	2024	9	INV P	5,950.00	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	3004	0	2024	9	INV P	14,038.35	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	3005	0	2024	9	INV P	13,389.50	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	3006	0	2024	9	INV P	10,666.39	063024	303640 MB2022-680: SEWER R
004058	RJM	MCQUEEN	CONTRACT	3022	0	2024	9	INV P	5,462.73	063024	303640 MB2022-680: SEWER R
								104,511.25			
ACCOUNT TOTAL								104,511.25			
009676	638600				CONSTRUCTION EQUIP R&M						
002083	ALLBRITTON	CHAIN	SAW	104477	2403796	2024	9	INV P	579.27	063024	303495 MOWER REPAIRS, PART
002083	ALLBRITTON	CHAIN	SAW	18091	2403796	2024	9	INV P	142.84	063024	303495 MOWER REPAIRS, PART
002083	ALLBRITTON	CHAIN	SAW	18130	2403853	2024	9	INV P	69.20	063024	303495 MOWER BLADES , ASSE
								791.31			
003987	PUCKETT RENTS			1049002-0001	2403854	2024	9	INV P	157.47	063024	303635 CHOPSAW REPAIR -- W
048827	CARQUEST			14758-38018	2403579	2024	9	INV P	56.60	063024	303525 BATTERY FOR ASSET #
ACCOUNT TOTAL								1,005.38			
ORG 009676 TOTAL								109,990.26			
009677	602500				W&S O&M-SEWER LAGOON DIV.						
009677	602500				LEGAL						
004599	WATKINS & EAGER			434351	0	2024	9	INV P	2,580.00	063024	303678 RE:ENVIRONMENTAL MA
ACCOUNT TOTAL								2,580.00			
009677	604900				OTHER PROFESSIONAL SERV.						
002288	BONNER ANALYTICAL TE			83652	0	2024	9	INV P	2,358.83	063024	303513 NPDES MONITORING FO
ACCOUNT TOTAL								2,358.83			
009677	630500				ELECTRICITY						
003700	MS POWER COMPANY			E2024-20 JUN	0	2024	9	INV P	632.66	063024	303608 MISSISSIPPI POWER-V
003873	PEARL RIVER VALLEY E			2024-05/31	0	2024	9	INV P	3,214.93	063024	303625 PEARL RIVER VALLEY

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9																		
ACCOUNT/VENDOR					INVOICE	PO	YEAR/PR			TYP	S	WARRANT		CHECK	DESCRIPTION			
003873	PEARL	RIVER	VALLEY	E	2024-06.06	0	2024	9	INV	P	364.91	063024	303625	PEARL	RIVER	VALLEY		
003873	PEARL	RIVER	VALLEY	E	2024-6/20	0	2024	9	INV	P	67.14	063024	303625	PEARL	RIVER	VALLEY		
											3,646.98							
ACCOUNT TOTAL											4,279.64							
009677	638000																	
003348	L & A	CONTRACTING	CO	483-270	0	FIXED EQUIPMENT R&M			2024	9	INV	P	50,820.51	063024	303589	FILE#2024-1088:LAGO		
ACCOUNT TOTAL											50,820.51							
009677	643000																	
002471	CINTAS	CORPORATION	#	4195958542	0	UNIFORM RENT			2024	9	INV	P	226.03	063024	303533	SC#8200044758- UNIF		
ACCOUNT TOTAL											226.03							
ORG 009677											TOTAL	60,265.01						
FUND 009											WATER & SEWER OPERATION/MAINT.			TOTAL:	790,955.84			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9									
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
011000			WATER & SEWER BALANCE SHEET						
011000 114000			METER SECURITY DEPOSITS						
050846	ATKINS, CECIL L	51947	0	2024	9	INV P	40.00 063024	303508	
050847	DOBBINS, NICOLE	52038	0	2024	9	INV P	75.00 063024	303551	
ACCOUNT TOTAL							115.00		
ORG 011000 TOTAL							115.00		
FUND 011		WATER & SEWER FUND			TOTAL:		115.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9														
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		2402134.1		2402134	2024	9	INV	P	30,755.69	063024	303676 SPENCER STREET MB#	
										ACCOUNT TOTAL	30,755.69			
										ORG 072201	TOTAL	30,755.69		
FUND 072 MUNICIPAL ROAD & BRIDGE										TOTAL:	30,755.69			

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
073570	004495	501000	ULINE	176385361	2402660	2024	9	INV P	407.60	063024	303669 OFFICE SUPPLIES, OF
MASS TRANSIT-TRANSPORTATION OTHER EXPENDABLE OFF.SPL									407.60		
ACCOUNT TOTAL									407.60		
073570	004495	502000	ULINE	176385361	2402660	2024	9	INV P	1,340.00	063024	303669 OFFICE SUPPLIES, OF
MINOR OFFICE EQUIP/FURN.									1,340.00		
ACCOUNT TOTAL									1,340.00		
073570	004495	612000	ULINE	176385361	2402660	2024	9	INV P	128.72	063024	303669 OFFICE SUPPLIES, OF
FREIGHT									128.72		
ACCOUNT TOTAL									128.72		
073570	003707	635000	MS STATE/DEPT OF HEA	24135827	0	2024	9	INV P	60.00	063024	303613 BOILER & PRESSURE S
BUILDING R&M									60.00		
ACCOUNT TOTAL									60.00		
073570	002471	643000	CINTAS CORPORATION #	4194521720	0	2024	9	INV P	171.34	063024	303533 HCT UNIFORM RENTALS
073570	002471	643000	CINTAS CORPORATION #	4195249779	0	2024	9	INV P	389.58	063024	303533 HCT UNIFORM RENTALS
									560.92		
ACCOUNT TOTAL									560.92		
ORG 073570 TOTAL									2,497.24		
FUND 073 MASS TRANSIT FUND									TOTAL:	2,497.24	

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9												
ACCOUNT/VENDOR			INVOICE		PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION	
075695			W&S CONSTR.-CAPITAL PROJECTS									
075695 729570			SRF WTR PLT #1 REHAB-PHASE I									
047349	HEMPHILL	CONST	PAY APP NO 5		0	2024	9	INV	P	67,484.37	063024	303571 MB 2021-548 WATER P
									ACCOUNT TOTAL		67,484.37	
									ORG 075695	TOTAL	67,484.37	
FUND 075			WATER&SEWER CONSTRUCTION FUND				TOTAL:		67,484.37			

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9		ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION
077650				COMMUNITY CTR-ADMIN/GENERAL							
077650	510000			CLEANING/JANITORIAL SPLY							
	003971	PRIDE SOLUTIONS, LLC	2024-0404	2403456	2024	9	INV	P	350.00	063024	303632 PRIDE LAVENDER SCEN
	048909	BRADY COMPANIES, LLC	8972425	2403758	2024	9	INV	P	247.12	063024	303517 JANITORIAL SUPPLIES
				ACCOUNT TOTAL					597.12		
077650	546000			MINOR EQUIPMENT							
	003192	INTERIOR EXTERIOR BU	4234736-00	2403699	2024	9	INV	P	243.20	063024	303580 MATERIAL FOR JACKIE
	003543	MCELHANEY PLUMBING I	303579	2403628	2024	9	INV	P	8.85	063024	303599 MATERIAL FOR CULTUR
				ACCOUNT TOTAL					252.05		
077650	560000			BUILDING MATERIALS & SPLY							
	004256	SOLAR SUPPLY INC	3479556	2403755	2024	9	INV	P	84.67	063024	303649 FILTERS FOR AC UNIT
				ACCOUNT TOTAL					84.67		
077650	560500			ELECTRICAL SUPPLIES							
	002883	GARNER LUMLEY ELECTR	610274	2403681	2024	9	INV	P	737.65	063024	303563 MATERIAL TO REPAIR
	004256	SOLAR SUPPLY INC	3479132	2403671	2024	9	INV	P	262.87	063024	303649 AC MATERIAL FOR SIG
	004256	SOLAR SUPPLY INC	3479223	2403712	2024	9	INV	P	128.00	063024	303649 MATERIAL TO REPAIR
	004256	SOLAR SUPPLY INC	3479308	2403730	2024	9	INV	P	92.17	063024	303649 MATERIAL TO REPAIR
									483.04		
				ACCOUNT TOTAL					1,220.69		
077650	604900			OTHER PROFESSIONAL SERV.							
	002100	AMERICAN AIR SPECIAL	122738	2402051	2024	9	INV	P	297.50	063024	303496 SERVICE CALL TO JAC
				ACCOUNT TOTAL					297.50		
077650	630000			GAS							
	004321	SPIRE	G2024-14 JUN	0	2024	9	INV	P	64.88	063024	303659 SPIRE-(MILMUT GAS)
				ACCOUNT TOTAL					64.88		
077650	630500			ELECTRICITY							
	003700	MS POWER COMPANY	E2024-20 JUN	0	2024	9	INV	P	5,492.26	063024	303608 MISSISSIPPI POWER-V
				ACCOUNT TOTAL					5,492.26		
077650	635000			BUILDING R&M							
	003112	HOLLINGSWORTH HARDWO	2145	2403250	2024	9	INV	P	4,975.00	063024	303574 SCREEN WOOD FLOORS
				ACCOUNT TOTAL					4,975.00		

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9													
ACCOUNT/VENDOR		INVOICE			PO	YEAR/PR			TYP	S	WARRANT	CHECK	DESCRIPTION
077650	639400	DISINFECT./EXTERMINATION											
003816	ONE TIME WILDLIFE RE MRS02	0	2024	9	INV	P	210.00	063024			303620	INSPECTION \$125, EM	
003816	ONE TIME WILDLIFE RE MRS03	0	2024	9	INV	P	125.00	063024			303620	INSPECTION \$125, FO	
003816	ONE TIME WILDLIFE RE WRS01	0	2024	9	INV	P	175.00	063024			303620	INSPECTION \$125 & R	
							510.00						
ACCOUNT TOTAL							510.00						
077650	639900	OTHER REPAIRS AND MAINT.											
003707	MS STATE/DEPT OF HEA 24-135827 B	0	2024	9	INV	P	150.00	063024			303613	BOILER & PRESSURE S	
003707	MS STATE/DEPT OF HEA 24-135833	0	2024	9	INV	P	30.00	063024			303613	BOILER & PRESSURE S	
							180.00						
ACCOUNT TOTAL							180.00						
ORG 077650							TOTAL	13,674.17					
FUND 077 COMMUNITY CENTERS' FUND							TOTAL:	13,674.17					

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9													
ACCOUNT/VENDOR				INVOICE		PO	YEAR/PR	TYP	S	WARRANT		CHECK	DESCRIPTION
082285						CDBG-ENTITLEMENTS							
082285 570000						MTR	VEHICLE	REP.	PTS/SPL				
003421		LIL TIRE SHOPPE	(BR 1126654	2403680	2024 9	INV	P			25.00	063024	303594	FLAT REPAIR - UNIT#
ACCOUNT TOTAL										25.00			
ORG 082285 TOTAL										25.00			
FUND 082 COMMUNITY DEVELOP. BLOCK GRANT TOTAL: 25.00													

INVOICE LIST BY GL ACCOUNT

YEAR/PERIOD: 2024/9 TO 2024/9											
ACCOUNT/VENDOR		INVOICE	PO	YEAR/PR	TYP	S	WARRANT	CHECK	DESCRIPTION		
087601			INDUSTRIAL PK-G.O.ACQUISITIONS								
087601 602500			LEGAL								
004171	SHEMPER, MICHAEL J P	169	0	2024	9	INV	P	343.75	063024	303644	LEGAL SERVICES REND
004677	WISE CARTER CHILD &	250897	0	2024	9	INV	P	300.00	063024	303679	LEGAL SERVICES REND
047720	HOWDESHELL, PITTMAN	1494	0	2024	9	INV	P	7,354.85	063024	303575	LEGAL SERVICES MAY
ACCOUNT TOTAL								7,998.60			
087601 625500			PUBLIC LIAB/PROPERTY DAM								
004308	SOUTHGROUP (HATTIESB	250050	0	2024	9	INV	P	14,188.00	063024	303657	RENEWAL OF POLICY E
ACCOUNT TOTAL								14,188.00			
ORG 087601 TOTAL								22,186.60			
FUND 087 INDUSTRIAL PARK DEVELOPMENT								TOTAL:			
								22,186.60			

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|City of Hattiesburg, MS
|A/P CASH DISBURSEMENTS JOURNAL

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JOURNAL ENTRIES TO BE CREATED

FUND	DUE TO	DUE FR
001 General Fund		1,948,621.90
002 PARKS & RECREATION FUND		32,142.11
005 HATT.MUNICIPAL FIRE PROTECTION		46,778.24
009 WATER & SEWER OPERATION/MAINT.		790,955.84
011 WATER & SEWER FUND		115.00
072 MUNICIPAL ROAD & BRIDGE		30,755.69
073 MASS TRANSIT FUND		2,497.24
075 WATER&SEWER CONSTRUCTION FUND		67,484.37
077 COMMUNITY CENTERS' FUND		13,674.17
082 COMMUNITY DEVELOP. BLOCK GRANT		25.00
087 INDUSTRIAL PARK DEVELOPMENT		22,186.60
801 CLAIMS FUND	2,955,236.16	
	TOTAL	2,955,236.16

** END OF REPORT - Generated by Sherry Jackson **